

City Council Regular Meeting
Monday, November 4, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

A. Minutes of October 21, 2019, City Council and Community Development Agency meetings.

B. Amended minutes of October 7 and October 8, 2019, Civil Service Commission meeting certifying the following Fire Lieutenant candidates: Ryan Sabata, Nathan Jones, Eric Morgan, and JoJo Dunn.

C. Reappointment of Barbara Duffy, Kristi Lloyd, Mary Nyffeler, Chuck Sahs, and Dick Tooley to the Business Improvement Board for three-year terms.

D. Resolution No. R19-161 authorizing the mayor to sign the Year-End Certification of City Street Superintendent form as required by the State of Nebraska Department of Transportation.

E. Resolution No. R19-162 reaffirming city's intent to provide or expand municipal solid waste collection service.

F. Resolution No. R19-163 authorizing payment of various improvement projects.

G. September 2019 Finance Department reports.

H. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

- A. Proclamation declaring November 2019 as Heartland Workers Center Month.
- B. Proclamation declaring November 1, 2019, as Extra Mile Day.
- C. Presentation on snow removal policy.

7. PUBLIC HEARINGS - None

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Finance report included on Consent Agenda

- A. Update on the clean-up and reconstruction of Quail Run Golf Course following the March 2019 flood.

10. REPORTS OF COUNCIL COMMITTEES

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - October 14, 2019

- 1. Proposed construction of sidewalk on east side of 10 Avenue from existing sidewalk south of 19 Street to north side of 17 Street; on west side of 10 Avenue south of 17 Street to north side of 15 Street; and on north side of 15 Street to existing sidewalk east of 12 Avenue.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

- A. Appointment of Nathan Jones as Fire Lieutenant.
- B. Appointment of Jose Audelo Rios as Firefighter/EMT/Haz Mat Tech.
- C. Purchase of Toolcat maintenance utility vehicle from Nebraska State Bid Contract in the amount of \$56,064 for Parks Department.
- D. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-164 creating Columbus Children's Museum Advisory Board and approving the mayors appointments of Nicole Behle, Timothy Kacena, Carrie Kearney, Sarah Lindberg, Stephanie Miller, Sarah Pillen, and Erin Schmidt to serve

on the Columbus Children's Museum Advisory Board.

- B. Resolution No. R19-165 approving Supplemental Agreement No. 1 with Wilson & Company, Inc. in an amount not to exceed \$79,680.12 for streetscaping design and bidding phase services for U.S. Highway 30 Corridor Utility Replacement and Rehabilitation & Streetscaping Master Plan Project.

15. ORDINANCES ON FIRST READING

- A. Ordinance No. 19-43 vacating the west 22 feet of 24 Avenue lying adjacent to Lot 8, Block 83, Original City of Columbus, Platte County, Nebraska, from the north right-of-way line of 12 Street to the south right-of-way line of the alley between 12 Street and 13 Street.

- B. Ordinance No. 19-44 amending Ordinance No. 19-31 that established the Pay Plan for all classifications within the city by restructuring the water production, water utility, and wastewater treatment departments, job titles, and classifications.

16. ORDINANCES ON SECOND READING

- A. Ordinance No. 19-36 approving amendments to the Land Development Ordinance allowing maximum building and impervious coverage to be increased in an R-2 Zoning District with approval of a Special Use Permit.

- B. Ordinance No. 19-42 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting amendments to the 2012 International Residential Code. (Planning Commission recommends approval.)

17. ORDINANCES ON THIRD READING

- A. Ordinance No. 19-35 creating a Property Assessed Clean Energy (PACE) District to enable property assessed clean energy financing for property owners.

- 1. Resolution No. R19-166 amending Resolution No. R19-134 (Schedule of Fees) by adding fees for the Columbus Property Assessed Clean Energy (PACE) Program.

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

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on October 21, 2019, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the city clerk. 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, Community Development Director Dan Curtis, Public Property Director Doug Moore, Fire Chief Dan Miller, Code Enforcement Technician Jamie Adame, and Library Assistant III Elicia Micek.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of October 7, 2019, City Council and Community Development meetings.**
 - 4.B. **Amended minutes of September 18, 2019, Civil Service Commission meeting certifying the following Firefighter/EMT/Haz Mat Tech: Timothy Moser, Jose Audelo Rios, Derek Salak, and Gavin Sparr.**
 - 4.C. **Minutes of October 7 and October 8, 2019, Civil Service Commission meeting certifying the following Fire Lieutenant candidates: Ryan Sabata, Nate Jones, and Eric Morgan.**

- 4.D. Reappointment of Jean Knapp, Bonnie McPhillips, and Larry Winter to Senior Center Advisory Board for three-year terms.**
- 4.E. Resolution No. R19-154 authorizing payment of various improvement projects.** Resolution No. R19-154 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. – FIRE STATION \$494,699.57; B-D CONSTRUCTION, INC. – POLICE STATION \$686,656.76; HYDRO-KLEAN, LLC – 2019 SANITARY SEWER REHAB \$213,655.50.
- 4.F. Resolution No. R19-155 approving the use of Pawnee Park to camp overnight on Friday, June 12 and Saturday, June 13, 2020, for annual Antique Tractor and Gas Engines Show.** Resolution No. R19-155 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 12 AND JUNE 13, 2020, FOR ANNUAL ANTIQUE TRACTOR AND GAS ENGINES SHOW.
- 4.G. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 11/01/19 Payroll \$650,139.85; A & D Technical 19,798.60 S; A to Z Messaging 105.00 S; Ace Hardware 621.64 S; Ace Sanitation 105.00 S; Advance Auto Parts 574.47 S; Ag Spray Equip 2,013.87 S; Alley Poyner Macchietto 1,479.80 S; AlphaMedia 1,675.00 S; Amazon 625.76 S; American Legal Publishing 10.00 S; Aqua-Chem 300.00 S; Asphalt & Concrete 2,136.38 S; AVI Systems 16,108.97 S; B-D Const 1,181,356.33 CP; Beard-Warren 2,879.25 S; Beatrice Scale 489.14 S; C Behlen 39.33 E; Behlen Towing 915.00 S; Bibliotheca 102.85 S; Bissell Hose 279.75 E; Black Hills Energy 1,013.09 S; Bobcat 566.61 S; Bob's U-Save Pharmacy 37.54 S; Bomgaars 154.19 S; Bound Tree Medical 260.63 S; Jennifer Bozarth 30.00 R; W Brandenburgh 32.09 E; Carolina Software 200.00 S; Center for Municipal Solutions 750.00 S; Center Point Large Print 44.94 S; CCC 5,250.00 T; Central Parts 236.78 S; Central Sand & Gravel 4,955.54 S; Century Link 994.63 S; CNC Repair 526.96 S; Cobblestone 86.00 T; Col Chamber 1,500.00 S; Col Custom Embroidery 111.00 S; Col Family Resource Ctr 8,925.00 S; Col Plumbing 100.75 S; Col Steel 25.00 S; Col Tire 15.00 S; Commonwealth Electric 388.73 S; K Connell 116.35 E; Consolidated Mgmt 46.78 T; Control Logic 1,079.84 S; Cornhusker Marriott 763.00 T; Culligan 126.70 S; Danko Emergency Equip 1,096.19 S; Dell Marketing 5,571.01 S; Downey Drilling 21,677.96 S; Doug Dunbar 11,694.83 S,E; Eakes 96.03 S; Electrical Eng & Equip 198.20 S; Eller Heating 1,167.00 S; Embassy Suites 938.70 T; Enterprise Electric 3,499.58 S; Ernst Auto 300.00 S; Extreme Glass

PROCEEDINGS OF CITY COUNCIL OCTOBER 21, 2019
AND COMMUNITY DEVELOPMENT AGENCY

235.00 S; Fairfield Inn 629.70 T; Fastenal 371.04 S; FBG 3,093.00 S; First National Bank 9,469.64 S; Fisher Scientific 185.61 S; Frontier 3,610.82 S; Gale 262.59 S; Galls 519.60 S; Gaver Tire 18.00 S; Gehring Const 4,255.20 S; Steffy Ford 53.37 S; Gerhold Concrete 901.80 S; G-O Rapid Lube 88.64 S; Graduate Lincoln 220.00 T; Great Plains Bldg 59.88 S; Great Plains Comm 310.00 S; Grey House Publishing 308.95 S; Hadley-Braithwait 44.95 S; Hawkins 4,062.09 S; HDR 53,238.07 CP; Heartland Natural Gas 934.75 S; HOA Solutions 1,026.75 S; Hobby Lobby 15.59 S; Hometown Leasing 177.97 S; Mark Howerter MD 598.00 S; Aaron Howland 37.40 S; B Hruska 136.88 E; Hydro-Klean 213,655.50 CP; Hy-Vee 751.67 S; Ingram Library Services 836.73 S; Insurance Services 5,826.02 S; Int'l Public Mgmt 311.00 S; IA Pump Works 787.50 S; J P Cooke 417.60 S; Jackson Services 1,776.43 S; Janice Janssen 75.00 R; JEO Consulting 1,658.50 S; Jimmy Davis 150.00 S; John Deere Financial 241.41 S; John Johnson 150.00 S; Kelly Supply 385.53 S; Kendig Keast Collaborative 997.50 CP; Kiplinger Tax Letter 67.00 S; J Kline 52.20 E; M Kratochvil 24.36 E; Adam Laborde 1,450.00 S; Lakeview Small Engine 1,275.81 S; Language Line 76.27 S; Leigh Motor 654.95 S; Lincoln Winwater Works 1,007.82 S; Lingo 59.59 S; J Lohr 210.55 E; J Loontjer 131.08 E; Loup Power 97,714.72 S; M & O Door 183.78 S; Macqueen Equip 1,616.67 S; Marley's Electric 1,882.55 S; Mechanical Sales 27.39 S; Mellen & Assoc 686.43 S; Menards 1,610.30 S; Mid-American Research 728.00 S; Mid-American Signal 1,084.00 S; Mid-State Eng 1,831.00 CP; MW Laboratories 2,152.25 S; MW Service 702.86 S; MW Tape 124.97 S; Ginger Moon & Assoc 100.00 S; MTM Recognition 487.79 S; Shane Mueller 146.50 S; NE Lions Foundation 337.73 S; Neighborworks NE NE 125,784.00 G; NENEDD 540.00 G; NSAWWA 1,000.00 T; Occupational Health 1,202.00 S; OCLC 875.79 S; Officenet 2,633.77 S; Oliver Packaging 3,271.16 S; Olson's Pest Techn 287.00 S; One Source 22.00 S; O'Reilly 305.97 S; Paper Direct 152.13 S; Penworthy 626.08 S; Performance Printing 107.00 S; Plains Equip 509.08 S; Platte County 3,022.07 S; Platte County Hwy Dept 9.00 S; Platte Valley Humane Society 20,000.00 S; Police Facility Design 54,139.20 CP; Power Tech 879.60 S; Presto-X 255.00 S; Productivity Plus 2,093.91 S; Propac 677.74 S; Quality Inn 182.00 T; Read Aloud NE 45.00 T; Reardon 1,207.99 S; Recorded Books 290.81 S; Redfield Direct 740.18 S; Rembolt Ludtke 195.00 S; Road Builders 26,270.00 S; Schieffer Signs 265.00 S; Z Schoenhofer 28.75 E; School District 4,830.00 S; Charles Seedschlag 14,401.00 CP; Sears 159.99 S; Settje Plumbing 100.09 S; Sherwin-Williams 283.81 S; Shevlin Supply 190.00 S; Sipple Hansen Emerson Schumacher & Klutman 4,177.08 S; Kim Smith 75.00 R; Southern Carlson 27.43 S; C Spilker 109.98 E; Super Saver 77.46 S; P Sybrant 227.36 E; Sysco 3,278.35 S; Ken Szelag 1,517.78 S; T-Bone Fuel 10,392.00 S; Telecommunication Systems 1,554.00 S; C Thomas 76.56 E; Time Warner 7.95 S; Tire Outlet 640.00 S; TM Cleaning 200.00 S; Tri-County Repairs 62.11 S; TSP 911.55 S; Twin Rivers Vet 225.00 S; Typhoon Wash 52.50 S; US Cellular 42.90 S; USA Blue Book 519.73 S; USDA, APHIS 3,546.53 S; Utility Service 14,163.18 S; UV Doctor Lamps 2,267.64 S; Van Wall Equip 1,440.03 S; Verizon 3,232.09 S; Wellness Partners 10.00 S; B Zakrzewski 49.28 E; Zee Medical 284.20 S; Zoll Medical 72.71 S; Zuercher Technologies 240,194.50 CP. TOTAL \$2,942,661.91

**ADD PAYROLL

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Columbus Community Guide Update.** Todd Duren, Loup Public Power District, and Mary Plettner, Nebraska Public Power District, presented the updated Columbus Community Guide. They thanked Linda Cloeter, City of Columbus; Bonnie Esslinger, Chamber of Commerce; Sandi Meays, Loup Public Power District; and Tami DeWine and Rita Trofholz of Nebraska Public Power District, who worked extensively to compile the information for publication and noted that the guide is a valuable resource for development opportunities and will be available on the website: www.nppd.com.
 - 6.B. **City Code enforcement.** Adame reviewed the City Code regarding regulations for off street parking of personal and recreational vehicles in an effort to educate the public.
7. **PUBLIC HEARINGS:**
 - 7.A. **Public hearing – Consider text amendments to Land Development Ordinance for the City of Columbus, Zoning Chapter, to amend Table 4-3 of Article 9, specifically the Site Development Regulations for R-2 Zoning Districts to allow maximum building coverage to be increased to 50 percent with approval of a Special Use Permit and increase maximum impervious coverage to 65 percent with approval of a Special Use Permit. (Planning Commission recommends approval.)** Brett Kumpf, 3930 48 Avenue, questioned the need for amending the Zoning Code and it was noted that allowing special use permits for maximum building and impervious coverage in an R-2 zone is less confusing and easier to maintain records. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
 - 7.A.1. **Ordinance No. 19-36 approving amendments to Land Development Ordinance allowing maximum building and impervious coverage to be increased in an R-2 Zoning District with approval of a Special Use Permit.** On its first reading, Ordinance No. 19-36 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE 97-17, AS FOLLOWS: BY AMENDING TABLE 4-3 OF THE LAND DEVELOPMENT ORDINANCE, SPECIFICALLY THE SITE DEVELOPMENT REGULATIONS FOR R-2 ZONING DISTRICTS TO ALLOW MAXIMUM BUILDING COVERAGE TO BE INCREASED FROM 35 PERCENT TO 50 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT AND TO INCREASE MAXIMUM IMPERVIOUS COVERAGE FROM 55 PERCENT TO

65 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES was read by number only.

- 7.B. Public hearing – Application of Gary Potter for final plat and development agreement of Harry Potter Subdivision (4180 48 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.B.1. Resolution No. R19-156 approving final plat and development agreement.** Resolution No. R19-156 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA ACCEPTING A DEED OF DEDICATION TO A PARCEL OF LAND DESCRIBED AS: A REPLAT OF LOT 1, REICHE ADDITION, A MINOR SUBDIVISION TO THE CITY OF COLUMBUS, LOCATED IN A PORTION OF THE SE 1/4, SECTION 11, T17N, RIW OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, CONTAINING 1.93 ACRES MORE OR LESS, HEREINAFTER TO BE KNOWN AS THE “HARRY POTTER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA”; APPROVING THE PLAT THEREOF; AND APPROVING THE DEVELOPMENT AGREEMENT RELATING THERETO was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.C. Public hearing - Application of Loup River Public Power District to rezone property located southeast of Lost Creek Parkway and Old Monastery Road from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.C.1. Ordinance No. 19-37 approving rezoning.** The rules were suspended and Ordinance No. 19-37 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: TRACT 1, A TRACT OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 8, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW1/4 SW1/4 OF SAID SEC. 8, AND

ASSUMING THE WEST LINE OF THE NW1/4 SW1/4 OF SAID SEC. 8 TO HAVE A BEARING OF N00°00'00" E; THENCE N 89°47'50"E AND ON THE NORTH LINE OF THE SW1/4 OF SAID SEC. 8, 90.16 FEET, TO THE POINT OF BEGINNING; THENCE N89°47'50"E AND ON SAID NORTH LINE, 179.22 FEET; THENCE S01°14'56"E, 210.00 FEET; THENCE S89°47'50"W AND PARALLEL WITH THE NORTH LINE OF THE SW1/4 OF SEC. 8, 62.30 FEET; THENCE N 30°06'22"W AND PARALLEL WITH THE EAST LINE OF A TRACT SURVEYED BY FRANK C. KUSKA L.S. #234, DATED JULY 7, 1975, 242.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.58 ACRES, MORE OR LESS AND TRACT 2, A TRACT OF LAND LOCATED IN THE NW1/4SW1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS BEGINNING ON THE NORTH LINE OF THE NW1/4SW1/4 OF SAID SECTION 8, WHOSE ASSUMED BEARING IS NORTH 89°41' EAST, SAID POINT BEING 100.95 FEET NORTHEAST OF THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE CONTINUING NORTH 89°41' EAST 160 FEET; THENCE SOUTH 00°09' EAST, 161.3 FEET, THENCE SOUTH 89°51' WEST, 110 FEET; THENCE NORTH 17°26' WEST, 168.4 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION OF TRACT 2 ALREADY DESCRIBED IN TRACT 1. FROM THE PRESENT ZONING CLASSIFICATION OF "RR " (RURAL RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-37 was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Bahr excused himself and left the room.

7.D. Public hearing – Application of JARA Properties, LLC to rezone property located at 1770 25 Avenue from "R-1" (Single-Family Residential District) to "R-3" (Multiple Family Residential District). (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

7.D.1. Ordinance No. 19-38 approving rezoning. The rules were suspended and Ordinance No. 19-38 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY

OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: THE N1/2 OF LOT 1 AND THE N1/2 OF THE EAST 19 FEET OF LOT 2, BLOCK 6, BECHER PLACE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE FAMILY RESIDENTIAL DISTRICT); WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO RESCIND ORDINANCE NO 19-33; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Lohr and a second by Roth. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent. Ordinance No. 19-38 was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

- 7.E. Public hearing - Application of Loup Rentals, LLC to rezone property located in the vicinity of 3 Avenue and 5 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

Bahr returned to the room.

- 7.E.1. Ordinance No. 19-39 approving rezoning.** The rules were suspended and Ordinance No. 19-39 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: EAST 14' OF LOT 1, AND LOTS 2-6, OF SPEICHER SUBDIVISION IN THE WEST HALF OF THE

NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT WITH AN AGRICULTURAL OVERLAY DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-39 was adopted with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.F. Public hearing - Application of Loup Rentals, LLC to rezone property at 1709 10 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential). (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.F.1. Ordinance No. 19-40 approving rezoning. The rules were suspended and Ordinance No. 19-40 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 2, BLOCK 133, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT WITH AN AGRICULTURAL OVERLAY DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES

AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-40 was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.G. Public hearing - Application of Scotty's Properties, LLC to rezone property in the vicinity of 16 Avenue and vacated 5 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.G.1. Ordinance No. 19-41 approving rezoning. The rules were suspended and Ordinance No. 19-41 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1-4, BLOCK 213, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TOGETHER WITH THE SOUTH 40' OF VACATED 5TH STREET AND THE NORTH 10' OF FUTURE VACATED ALLEY, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT WITH AN AGRICULTURAL OVERLAY DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-41 was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.H. Public hearing - Creation of a Property Assessed Clean Energy (PACE) District to provide financing options in order to promote the installation and use of energy efficiency improvements and renewable energy systems.** No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.H.1. Ordinance on Second Reading - Ordinance No. 19-35 creating a Property Assessed Clean Energy (PACE) District to enable property assessed clean energy financing for property owners.** On its second reading, Ordinance No. 19-35 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.
- 7.I. Public hearing - Consider Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area for FRC Housing, LLC, Redevelopment Project - Area 2 located between 30 Avenue and 34 Avenue and 20 Street and 12 Street. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.I.1. Resolution No. R19-157 approving Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project).** Resolution No. R19-157 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA (FRC HOUSING, LLC, REDEVELOPMENT PROJECT)" 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". Cliff Mesner, owner of Mesner Development Company, Central City, Nebraska, explained that they do real estate development across Nebraska and Kansas, particularly low income housing tax credit and workforce housing. They currently have two projects in progress in Columbus and said the intent is to use TIF funds to demolish a portion of the old hospital for this project.

The mayor and council took a recess at 7:49 p.m. to convene the Community Development Agency meeting with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

8. COMMUNITY DEVELOPMENT AGENCY

- 8.A. Statement of Compliance with Open Meetings Act and Roll Call.** Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Also present was Mayor James Bulkley. 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, Community Development Director Dan Curtis, Public Property Director Doug Moore, Fire Chief Dan Miller, Code Enforcement Technician Jamie Adame, and Library Assistant III Elicia Micek.
- 8.B. Resolution No. R19-158 approving a redevelopment agreement for a redevelopment project undertaken by FRC Housing, LLC as set forth in the "Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project)".** Resolution No. R19-158 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY FRC HOUSING, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA (FRC HOUSING, LLC, REDEVELOPMENT PROJECT)" was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 8.C. Resolution No. R19-159 approving amendment to redevelopment agreement for a redevelopment project undertaken by 4J Capital, LLC as set forth in the "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (The 4J Capital Redevelopment Project)." Resolution No. R19-159 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY 4J CAPITAL, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA (THE 4J CAPITAL REDEVELOPMENT PROJECT)" was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".**
- 8.D. Resolution No. R19-160 amending and restating Resolution No. R19-97 authorizing issuance of Tax Increment Revenue Bond for 4J Capital Redevelopment Project.** Resolution No. R19-160 entitled: A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF

COLUMBUS, NEBRASKA, ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA; AMENDING AND RESTATING RESOLUTION NO. R19-97; AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 8.E. Adjournment.** The meeting adjourned at 7:53 p.m. with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

The mayor and council exited recess at 7:54 p.m. 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".

- 9. PETITIONS AND COMMUNICATIONS:** None
- 10. REPORTS OF CITY OFFICES:** None
- 11. REPORTS OF COUNCIL COMMITTEES:**
- 11.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - October 14, 2019**
- 11.A.1. Minutes of the September 9, 2019, Traffic Control Device Committee.** The Public Property, Safety, and Works Committee recommended to the mayor and city council that the minutes of the September 9, 2019, Traffic Control Device Committee meeting be approved. The report was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 11.A.2. 2020 Pavement Management Program and Priority List.** The Public Property, Safety, and Works Committee recommended to the mayor and city council that the 2020 Pavement Management Program and Priority List be approved as presented. The report was adopted with a motion by Schilling and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 11.A.3. Request from City of Columbus to vacate a portion of 24 Avenue from 12 Street north to the alley.** The Public Property, Safety, and Works Committee recommended to the mayor and city council that the request to vacate a portion of 24 Avenue from 12 Street north to the alley be approved. The report was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

12. **REPORTS OF SPECIAL COMMITTEES:** None
13. **REPORTS ON LEGISLATION:** None
14. **NEW BUSINESS:**
- 14.A. **Appointment of Anne Kinnison to Columbus Housing Authority for five-year term.** Bahr read a brief resume and the mayor's appointment of Anne Kinnison to the Columbus Housing Authority was ratified with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. **Appointment of Timothy Moser as Firefighter/EMT/Hazmat Tech.** Bahr read a brief resume and the mayor's appointment of Timothy Moser as a Firefighter/EMT/Hazmat Tech was ratified with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. **Purchase of electronic citation equipment from Nebraska State Bid Contract in the amount of \$36,938 for police vehicles.** The purchase of electronic citation equipment from the Nebraska State Bid Contract was approved 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".
- 14.D **Quote from Central Square Technologies in the amount of \$458,789 for Computer Aided Dispatch (CAD) software for the Joint Communications Center.** The quote for Computer Aided Dispatch software was awarded to Central Square Technologies 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. **Quote from Layne Granite Company in the amount of \$25,527 for annual extraction well maintenance.** The quote for annual extraction well maintenance was awarded to Layne Granite Company with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.F. **Purchase of the following vehicles and equipment through Sourcewell Contract and Nebraska State Bid Contract: Transfer Station loader in the amount of \$181,349; Sewer Collection sewer cleaner in the amount of \$249,300.44; Street Department hillside slope mower in the amount of \$26,379.25; Street Department gradall excavator in the amount of \$259,771.50; Sewer Collection/Public Works Director vehicle in the amount of \$30,161; Water Production pickup in the amount of \$29,473; Community Development vehicle in the amount of \$17,457; Engineering Department pickup in the amount of \$27,977; and Parks Department pickup in the amount of \$27,783.** The purchase of vehicles and equipment through Sourcewell Contract and Nebraska State Bid Contract was approved

- with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.G. Comments from mayor and city council members.** There were no comments from the mayor or council members.
- 15. RESOLUTIONS:** None
- 16. ORDINANCES ON FIRST READING:** Ordinance No. 19-36 included in Public Hearings
- 16.A. Ordinance No. 19-42 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting amendments to the 2012 International Residential Code. (Planning Commission recommends approval.)** On its first reading, Ordinance No. 19-42 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2012 INTERNATIONAL RESIDENTIAL CODE; ADOPTING AMENDMENTS TO SAID CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE was read by number only.
- 17. ORDINANCES ON SECOND READING:** Ordinance No. 19-35 included in Public Hearings
- 18. ORDINANCES ON THIRD READING:** None
- 19. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 19.A. ARL Credit Services.** ARL Credit Services - Service \$1,215.25. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.
- 20. UNFINISHED BUSINESS:** None
- 21. ADJOURNMENT:** The meeting adjourned at 8:08 p.m. with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Lohr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".

4386

PROCEEDINGS OF CITY COUNCIL
AND COMMUNITY DEVELOPMENT AGENCY

OCTOBER 21, 2019

Presented and approved this 4 day of November, 2019.

MAYOR

ATTEST:

CITY CLERK

AMENDED

CIVIL SERVICE COMMISSION MINUTES

October 7 and 8, 2019

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Keith Riley on Monday, October 7 and Tuesday, October 8, 2019 at 4:00 p.m. in the First Floor Conference Room of City Hall.

Notice of these meeting were given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on September 30, 2019. Availability of the agendas were communicated in the advance notice and in the notice to the Columbus Civil Service Commission of these meetings. All proceedings hereafter shown were taken while the convened meetings were open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Keith Riley read the following statement at both meetings: "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 Keith Riley, Chris Steinke, Bill Gumm, Doug Kluth, and Jack Gutierrez. The minutes from the previous meeting were approved with a motion by Kluth and a second by Gutierrez with all members voting "Aye".

The purpose of the meeting was to interview one applicant on October 7, 2019 and five applicants on October 8, 2019 for the position of Fire Lieutenant agree upon the names of three candidates who would be certified for one year to the appointing authority as qualified for the position of Fire Lieutenant.

After some discussion, it was moved by Kluth and seconded by Gumm to certify to the Mayor and City Council in no particular order, the applicants Ryan Sabata, Nathan Jones and Eric Morgan. The commission also selected JoJo Dunn as a fourth name for the potential of another position opening in the near future.

There being no further items of business for the agendas, the meetings were adjourned at approximately 5:00 p.m. on October 7, 2019 and 7:40 p.m. on October 8, 2019.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

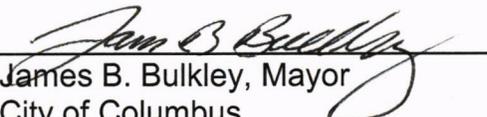
MEMORANDUM

DATE: October 21, 2019
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 at the November 4, 2019, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

BUSINESS IMPROVEMENT BOARD (3-Year Terms)

Barbara Duffy
Kristi Lloyd
Mary Nyffeler
Chuck Sahs
Dick Tooley


James B. Bulkley, Mayor
City of Columbus

CommitteeMtgs/Appts&Reappts/Reappointments/BID

RESOLUTION NO. R19- 161

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, 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, Nebraska Revised Statutes §39-2302 and § 39-2511 to § 39-2515 detail the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment from the Nebraska Department of Transportation (NDOT); and

WHEREAS, NDOT requires that each incorporated municipality must annually certify, by December 31 of each year, the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Superintendent form; a copy of the completed certification form is attached hereto and incorporated herein by this reference; and

WHEREAS, NDOT requests that such certification shall also include a copy of the meeting minutes showing appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and the type of employment (i.e. employed or contract [consultant, or interlocal agreement with another incorporated municipality and/or county]), and the beginning date of the appointment; and

WHEREAS, NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the mayor and shall include a copy of the resolution authorizing the signing of the Year-End Certification of City Street Superintendent form by the mayor.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, approving the Year-End Certification of City Superintendent to the Nebraska Department of Transportation, 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: October 30, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Year-End Certification of City Street Superintendent

RECOMMENDATION:

I recommend approval of the Resolution and authorizing the Mayor to sign the Year-End Certification of City Street Superintendent form certifying Richard Bogus, City Street Superintendent, Class "A" No. S-1424.

DISCUSSION:

The annual certification is one of four main factors to obtain State Incentive Payment for calendar year 2019. The four main factors for determining the payment and amounts are:

- a) Federal Census count as certified by the Tax Commissioner
- b) 12 month appointment of licensed City Street Superintendent
- c) Class "A" or "B" licensed City Street Superintendent
- d) City Street Superintendent performed all duties required

FISCAL IMPACT:

Upon submittal of form and certification, City becomes eligible for annual incentive payments

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2019 to December 31, 2019

*This certifies that Richard J Bogus, License Number S- 1424 Class A,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of City of Columbus Nebraska
(Print name of City or Village)

from January 01, 2019 to December 31, 2019
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

James B. Bulkley, Mayor

Signature of Mayor Village Board Chairperson

- * If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2511 through 39-2515. If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019.

Note: In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).

Return the completed original certification, meeting minutes and resolution by December 31, 2019 to:



Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

RESOLUTION NO. R19- 162

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.

NOW, THEREFORE, be it resolved that pursuant to Neb. Rev. Stat. §18-1752.01 (Sup. 1995) any municipality may proclaim by resolution its intent to provide or expand municipal solid waste collection service, whether by use of municipal employees and equipment or by contract, in an area where the collection of solid waste has been provided by a private entity prior to the commencement of such service by the municipality; and, be it further resolved that it is the intention of the City of Columbus, Nebraska, to begin municipal solid waste collection in the area.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus hereby reaffirms its intent to begin solid waste collection in the area, whether by use of municipal employees and equipment or by contract, provided however, that said municipal solid waste collection activity shall not commence prior to the expiration of any applicable limitation under Nebraska Revised Statute §18-1752.02 (Sup. 1995).

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

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

MEMORANDUM

DATE: October 30, 2019
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: DPW – Municipal Solid Waste Collection Service –
Resolution of Intent to Provide or Expand Services

RECOMMENDATION: Adopt the resolution allowing the City to exercise the option, if appropriate and necessary, to provide or expand the Municipal Solid Waste Collection Services.

DISCUSSION: The resolution allows the City of Columbus to provide or expand the municipal solid waste collection service whether by use of municipal employees and equipment, or by contract, in any area where the collection of solid waste has been provided by a private entity.

State of Nebraska Statute Section 18-1752.01.

Solid waste collection service; commencement; resolution; requirements.

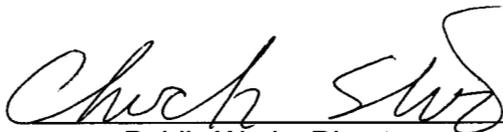
Any municipality which intends to provide or expand municipal solid waste collection service in an area where the collection of solid waste has been provided by a private entity for a minimum of ninety days shall, by resolution, proclaim its intent to begin municipal solid waste collection in the area, whether by the use of municipal employees and equipment or by contract. The resolution shall be made by a vote of the governing body at a public meeting.

FISCAL IMPACT: None at this time.

ALTERNATIVES: Staff makes no alternative recommendation

SIGNATURES:

Recommendation By:


Public Works Director

Approved By:

City Administrator





Contractor's Application and Certificate of Payment

COPY

Contractor's Application for Payment No: 2		
Application Period:	From: 10/2/19	To: 10/23/19
To (Owner): Rick Bogus - City of Columbus	From (Contractor): Hydro-Klean, LLC	Via (Engineer):
Project Name: 2019 Sanitary Sewer Rehabilitation		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Change Orders Approved by Owner:		
Number	Additions	Deductions
Field Order no. 1	\$ 70,382.00	
TOTALS	\$ 70,382.00	\$ -
NET CHANGE		

1. ORIGINAL CONTRACT PRICE.....	\$ 193,957.78
2. Net change by Change Orders.....	\$ 70,382.00
3. Current Contract Price (Line 1 ± 2).....	\$ 264,339.78
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	
5. RETAINAGE: (10% of Completed Work and Stored Material)	\$ 26,123.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 213,655.50
8. AMOUNT DUE THIS APPLICATION.....	\$ 47,584.28
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 26,123.98

Contractor's Certification

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

Contractor: [Signature]
 By: Hydro-Klean LLC Date: 10/24/19
 Printed/Typed Name: Wade Anderson

Payment of: \$ 47,584.28
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 10/25/19
 (Engineer) (Date)

Payment of: \$ 47,584.28
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date)

Approved by: _____ (Date)

Funding Agency (if applicable) _____ (Date)

CIP 19-213
500-500-5730

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 09/30/2018 TO 09/30/2019

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 09/30/2018	Total Debits	Total Credits	Ending Balance 09/30/2019
001	DISBURSEMENT FUND	4,127,863.28	71,477,375.25	75,605,238.53	0.00
100	GENERAL FUND	7,310,398.51	130,374,936.35	131,692,428.91	5,992,905.95
160	PLATTE CO LIBRARY SERVICE	26,480.37	209,502.19	165,799.10	70,183.46
189	PERPETUAL CARE	75,524.70	3,520.26	2,000.00	77,044.96
200	STREETS/ENGINEERING	1,887,523.10	8,966,430.46	10,459,000.87	394,952.69
205	AIRPORT	898,051.47	391,291.88	518,896.92	770,446.43
210	SALES TAX	9,620,039.41	11,878,137.95	13,016,130.40	8,482,046.96
211	1/2 CENT SALES TAX	0.00	49,052,080.16	37,995,152.51	11,056,927.65
220	E911	26,904.62	412,289.27	544,756.31	(105,562.42)
221	WIRELESS E911	(27,831.77)	161,789.77	158,879.67	(24,921.67)
225	EC-911 EQUIPMENT SHARING	(2,194.82)	25,202.00	25,834.00	(2,826.82)
240	HOUSING REHAB & LOANS	107,000.06	529,532.67	543,730.38	92,802.35
250	ECONOMIC DEVL REUSE	92,770.05	3,260.33	2,150.00	93,880.38
260	PROGRESS AND JOBS GROWTH	1,346,069.66	1,282,659.07	1,577,300.00	1,051,428.73
270	KENO	820,375.01	532,212.05	381,750.00	970,837.06
300	CAPITAL PROJECTS	(1,385,449.64)	1,487,832.07	102,382.43	0.00
400	DEBT SERVICE FUND	907,227.18	6,442,285.34	6,384,811.34	964,701.18
480	COMMUNITY REDEVL AUTH	(9,504.38)	159,169.80	120,232.29	29,433.13
500	UTILITY SERVICE	8,040,358.90	45,725,492.42	37,028,273.19	16,737,578.13
520	WATER	8,101,286.93	8,395,926.31	6,136,065.13	10,361,148.11
530	LOUP DISTRIBUTION	2,122,858.19	7,017,129.00	5,983,658.71	3,156,328.48
560	STORMWATER UTILITY	(4,111.25)	462,820.15	257,845.63	200,863.27
570	SOLID WASTE DIVISION	1,029,038.98	3,274,721.49	2,651,719.23	1,652,041.24
600	HEALTH INSURANCE	1,913,322.78	1,394,110.88	1,782,429.96	1,525,003.70
700	POLICE PENSION	57,395.74	5,313.70	4,266.04	58,443.40
710	FIRE PENSION	39,822.04	22,927.99	26,452.00	36,298.03
730	LICENSES TO SCHOOLS	0.00	16,165.00	11,335.00	4,830.00
740	LIBRARY FOUNDATION	2,066,136.86	406,487.87	0.00	2,472,624.73
745	LIBRARY ENDOWMENT	1,572,888.69	71,151.93	0.00	1,644,040.62
750	GERRARD PARK TRUST	135,497.54	11,048.19	6,725.91	139,819.82
900	GENERAL LONG TERM DEBT	3,970,000.00	0.00	3,970,000.00	0.00
999	PAYROLL CLEARING	36,046.59	15,042,663.80	14,629,980.44	448,729.95
	TOTAL - ALL FUNDS	54,901,788.80	365,235,465.60	351,785,224.90	68,352,029.50

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 11/05/2019 - 11/05/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
41807	FRONTIER COOPERATIVE COMPANY	10/28/2019	11/05/2019	5,711.36	5,711.36	Open	N
41755	OCCUPATIONAL HEALTH SERV	10/15/2019	11/05/2019	6,452.00	6,452.00	Open	N
41550	PETE LIEN & SONS INC.	10/09/2019	11/05/2019	5,441.26	5,441.26	Open	N
41823	SECURITY EQUIPMENT INC	10/23/2019	11/05/2019	8,938.50	8,938.50	Open	N
41448	WILKE LANDSCAPE CENTER	10/16/2019	11/05/2019	9,912.48	9,912.48	Open	N

# of Invoices:	5	# Due:	5	Totals:	36,455.60	36,455.60
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 36,455.60 36,455.60

--- TOTALS BY FUND ---

100 - GENERAL FUND	10,219.48	10,219.48
200 - STREETS/ENGINEERING	282.00	282.00
220 - E911	8,938.50	8,938.50
500 - UTILITY SERVICE	5,441.26	5,441.26
560 - STORMWATER UTILITY	62.00	62.00
570 - SOLID WASTE DIVISION	5,711.36	5,711.36
600 - HEALTH INSURANCE	5,801.00	5,801.00

--- TOTALS BY DEPT/ACTIVITY ---

108 - HUMAN RESOURCES	47.00	47.00
150 - PARKS	10,110.48	10,110.48
152 - AQUATIC CENTER POOL	62.00	62.00
200 - STREETS	282.00	282.00
220 - E911	8,938.50	8,938.50
501 - WASTEWATER TREATMENT FAC	5,441.26	5,441.26
560 - STORMWATER UTILITY	62.00	62.00
570 - TRANSFER STATION	5,711.36	5,711.36
600 - HEALTH INSURANCE	5,801.00	5,801.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10287 11/05/2019	AC&L SPRINKLERS PLUS LLC INVOICE	2106	BLOW OUT SOUTH SIDE SPRINKLERS	65.00	
			Total:	65.00	
			Net of 1 Invoices / 0 Checks	65.00	
00116 11/05/2019	ACE HARDWARE & GARDEN CNT INVOICE	164335/5	NUTS, BOLTS, SCREWS	2.40	
11/05/2019	INVOICE	164333/5	NUTS, BOLTS, SCREWS	4.00	
11/05/2019	INVOICE	164325/5	SUPPLIES	16.97	
11/05/2019	INVOICE	164360/5	SPRAYPAINT, BOLTS, SCREWS	18.52	
11/05/2019	INVOICE	164288/5	NUMBER KIT/LETTERS	11.97	
11/05/2019	INVOICE	164372/5	BATTERIES	8.59	
11/05/2019	INVOICE	164350/5	GARDEN HOES	35.98	
11/05/2019	INVOICE	164394/5	NUTS, BOLTS, SCREWS	5.00	
11/05/2019	INVOICE	164215/5	PIK STIK REACHERS	24.98	
			Total:	128.41	
			Net of 9 Invoices / 0 Checks	128.41	
00180 11/05/2019	ADVANCE AUTO PARTS INVOICE	5606928868630	FILTERS	29.78	
11/05/2019	INVOICE	5606930215926	OSCILLATING FAN	13.79	
11/05/2019	INVOICE	5606930115890	ANTIFREEZE	27.98	
			Total:	71.55	
			Net of 3 Invoices / 0 Checks	71.55	
01590 11/05/2019	AFFORDABLE OVERHEAD DOORS INVOICE	6810	WEST DOOR REPAIR	487.00	
			Total:	487.00	
			Net of 1 Invoices / 0 Checks	487.00	
00102 11/05/2019	AG SPRAY EQUIPMENT INVOICE	173556	SUPPLIES	255.89	
			Total:	255.89	
			Net of 1 Invoices / 0 Checks	255.89	
01321 11/05/2019	ALL STAR AUTO GLASS INVOICE	WAS1026949	UNIT 189 WINDSHIELD REPAIR	29.95	
			Total:	29.95	
			Net of 1 Invoices / 0 Checks	29.95	
00501 11/05/2019	AMAZON INVOICE	658578344975	MATERIALS	583.78	
11/05/2019	INVOICE	757633764849	MATERIALS	516.97	
11/05/2019	INVOICE	787367355683	TRANSCEIVERS	183.96	
11/05/2019	INVOICE	437537647967	CABLES/CONVERTERS	180.86	
11/05/2019	INVOICE	657353585898	TRACK PROTECTOR	989.40	
11/05/2019	INVOICE	984584955664	CABLES	544.70	
11/05/2019	INVOICE	683449454887	POWER CORD SPLITTER	14.99	
11/05/2019	INVOICE	647536658476	SHORT POWER EXTENSION CORD	21.99	
11/05/2019	INVOICE	454749833374	DVD-R 50PK, CD-R 50PK, SLEEVES, INK CARTRI	114.03	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	797958355484	CABLE	102.72	
11/05/2019	INVOICE	436347735837	PHONE CASE	10.99	
11/05/2019	INVOICE	438458578397	TONER CARTRIDGES	107.98	
11/05/2019	INVOICE	453945596783	MINI-TOWER	107.95	
11/05/2019	INVOICE	455677976588	FLOOR MATS	16.90	
11/05/2019	INVOICE	738537958797	TONER CARTRIDGE	175.58	
11/05/2019	INVOICE	443937473487	TONER CARTRIDGE	320.78	
11/05/2019	INVOICE	638395556595	KEYBOARD, MOUSE, SWITCH BOXES	930.76	
11/05/2019	INVOICE	638377778678	EXERCISE RESISTANCE BANDS	220.80	
11/05/2019	INVOICE	739873986577	TONER CARTRIDGES	381.40	
11/05/2019	INVOICE	456455734847	WIRELESS MOUSE/CABLES	130.80	
11/05/2019	INVOICE	473374586949	SPLITTER CABLE	29.96	
11/05/2019	INVOICE	588855678447	PUNCH DOWN TOOL W/ BLADES, MODULE BASE, TE	156.63	
11/05/2019	INVOICE	698754938939	9 WIRELESS MOUSE	200.88	
11/05/2019	INVOICE	454746755798	TONER CARTRIDGES	107.98	
11/05/2019	INVOICE	877983646837	PRIME VIDEO-POMS	5.99	
11/05/2019	INVOICE	456449367536	CABLES	48.94	
11/05/2019	INVOICE	737375934863	CM COSMOS 15 PC	28.97	
11/05/2019	INVOICE	459749866677	CM COSMOS 15PC	28.97	
11/05/2019	INVOICE	938784945959	MATERIALS	220.96	
11/05/2019	INVOICE	879476756866	SUPPLIES	16.51	
11/05/2019	INVOICE	636854754673	IRON ON VINYL/TEFLON SHEETS/RECEIPT BK	52.95	
11/05/2019	INVOICE	467469777753	MYGIFT 20 PC SQUARE BROWN W	72.69	
11/05/2019	INVOICE	454669897763	DUNGEONS AND DRAGON SUPPLIES	103.76	
11/05/2019	INVOICE	748694697894	SUPPLIES	76.94	
11/05/2019	INVOICE	949396893558	MATERIALS	208.73	
11/05/2019	INVOICE	737738654345	FIRE HD 8 TABLET	151.98	
11/05/2019	INVOICE	433448556833	MY HERO ACADEMIA ANIME CARTOON	5.50	
11/05/2019	INVOICE	788747986795	FUNKO POP ANIME	14.60	
11/05/2019	INVOICE	899984838945	SUPPLIES	162.38	
Total:				7,352.66	
Net of 39 Invoices / 0 Checks				7,352.66	
00256	ANDERSON AUTO BODY & SALES				
11/05/2019	INVOICE	519589	REMOVE/INSTALL RUB STRIP	400.00	
Total:				400.00	
Net of 1 Invoices / 0 Checks				400.00	
00278	AWARDS & ENGRAVING				
11/05/2019	INVOICE	5968	SERVICE AWARD PLAQUES/CERTIFICATES	530.00	
Total:				530.00	
Net of 1 Invoices / 0 Checks				530.00	
10285	BARIGHT PUBLIC LIBRARY				
11/05/2019	INVOICE	101819LIBRARY	REPLACEMENT COST-BAD BLOOD	16.77	
Total:				16.77	
Net of 1 Invoices / 0 Checks				16.77	
02421	BIBLIOTHECA LLC				
11/05/2019	INVOICE	INV-US25768	RFID	4,178.11	
Total:				4,178.11	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	4,178.11	
01147	BLACKSTRAP INC				
11/05/2019	INVOICE	00024507-0	ROAD SALT	1,734.19	
11/05/2019	INVOICE	00024508-0	ROAD SALT	1,783.08	
			Total:	3,517.27	
			Net of 2 Invoices / 0 Checks	3,517.27	
00337	BOMGAARS				
11/05/2019	INVOICE	35547484	RAKE/PUSHBROOM	30.98	
11/05/2019	INVOICE	35547518	SUPPLIES	149.20	
11/05/2019	INVOICE	35547525	SUPPLIES	46.35	
11/05/2019	INVOICE	35542788	TOP LINK PINS	11.07	
11/05/2019	INVOICE	35543497	BATTERIES/INVERTER	279.97	
11/05/2019	INVOICE	35543894	SUPPLIES	85.15	
11/05/2019	INVOICE	35545223	SUPPLIES	29.30	
11/05/2019	INVOICE	35543099	SNOW FENCE	899.80	
11/05/2019	INVOICE	35539719	SNOW FENCE/WIRE	479.88	
11/05/2019	INVOICE	35542426	KNEE BOOT/OVERSHOES	77.98	
11/05/2019	INVOICE	35545844	HYDRAULIC FLUID	119.97	
11/05/2019	INVOICE	355455859	GLOVES	49.46	
			Total:	2,259.11	
			Net of 12 Invoices / 0 Checks	2,259.11	
00091	CAROLINA SOFTWARE				
11/05/2019	INVOICE	73655	WASTEWORX TICKETS	571.05	
			Total:	571.05	
			Net of 1 Invoices / 0 Checks	571.05	
00622	CAT'S PRO MOW				
11/05/2019	INVOICE	795645	SEPTEMBER MOWING	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
11/05/2019	INVOICE	33752-004	3028 10TH ST	2,550.00	
11/05/2019	INVOICE	53022-003	2453 39TH AVE	1,800.00	
11/05/2019	INVOICE	88445-003	1314 7TH ST	1,825.00	
			Total:	6,175.00	
			Net of 3 Invoices / 0 Checks	6,175.00	
01209	CENTER POINT LARGE PRINT				
11/05/2019	INVOICE	1732119	MATERIALS	86.28	
11/05/2019	INVOICE	1732780	MATERIALS	22.50	
			Total:	108.78	
			Net of 2 Invoices / 0 Checks	108.78	
03137	CENTRAL PARTS & MACHINE				
11/05/2019	INVOICE	2775 001-388591	DEXRON III-MERCN	24.13	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				24.13	
Net of 1 Invoices / 0 Checks				24.13	
00567	CITY OF COLUMBUS				
11/05/2019	INVOICE	300-45761-00 NOV	WATER & SEWER CHARGES	27.50	
11/05/2019	INVOICE	300-45762-00 NOV	WATER & SEWER CHARGES	28.09	
11/05/2019	INVOICE	300-44995-00 NOV	WATER & SEWER CHARGES	90.41	
11/05/2019	INVOICE	300-44985-02 NOV	WATER & SEWER CHARGES	24.31	
11/05/2019	INVOICE	300-44986-00 NOV	WATER & SEWER CHARGES	103.17	
11/05/2019	INVOICE	200-28755-00 NOV	WATER & SEWER CHARGES	42.92	
11/05/2019	INVOICE	200-39615-01 NOV	WATER & SEWER CHARGES	102.17	
11/05/2019	INVOICE	200-39560-01 NOV	WATER & SEWER CHARGES	71.78	
11/05/2019	INVOICE	200-37998-00 NOV	WATER & SEWER CHARGES	430.06	
11/05/2019	INVOICE	200-21805-00 NOV	WATER & SEWER CHARGES	330.80	
11/05/2019	INVOICE	200-21981-00 NOV	WATER & SEWER CHARGES	208.65	
11/05/2019	INVOICE	300-49665-00 NOV	WATER & SEWER CHARGES	80.43	
11/05/2019	INVOICE	200-39771-00 NOV	WATER & SEWER CHARGES	19.05	
11/05/2019	INVOICE	300-50035-00 NOV	WATER & SEWER CHARGES	64.92	
11/05/2019	INVOICE	400-81020-00 NOV	WATER & SEWER CHARGES	662.97	
11/05/2019	INVOICE	300-54059-00 NOV	WATER & SEWER CHARGES	407.89	
11/05/2019	INVOICE	300-47515-00 NOV	WATER & SEWER CHARGES	939.68	
11/05/2019	INVOICE	300-47518-00 NOV	WATER & SEWER CHARGES	54.20	
11/05/2019	INVOICE	300-62105-00 NOV	WATER & SEWER CHARGES	41.89	
11/05/2019	INVOICE	300-47517-00 NOV	WATER & SEWER CHARGES	630.57	
11/05/2019	INVOICE	300-47514-00 NOV	WATER & SEWER CHARGES	430.90	
11/05/2019	INVOICE	300-61005-00 NOV	WATER & SEWER CHARGES	336.63	
11/05/2019	INVOICE	300-57935-00 NOV	WATER & SEWER CHARGES	590.39	
11/05/2019	INVOICE	300-57936-00 NOV	WATER & SEWER CHARGES	325.85	
11/05/2019	INVOICE	300-57937-00 NOV	WATER & SEWER CHARGES	312.81	
11/05/2019	INVOICE	100-13650-01 NOV	WATER & SEWER CHARGES	143.49	
11/05/2019	INVOICE	300-49615-00 NOV	WATER & SEWER CHARGES	46.03	
11/05/2019	INVOICE	400-69475-00 NOV	WATER & SEWER CHARGES	42.92	
11/05/2019	INVOICE	300-62155-00 NOV	WATER & SEWER CHARGES	71.19	
11/05/2019	INVOICE	200-41055-00 NOV	WATER & SEWER CHARGES	25.48	
11/05/2019	INVOICE	200-21980-02 NOV	WATER & SEWER CHARGES	1,152.11	
11/05/2019	INVOICE	300-57933-00 NOV	WATER & SEWER CHARGES	288.26	
11/05/2019	INVOICE	400-65101-00 NOV	WATER & SEWER CHARGES	89.70	
Total:				8,217.22	
Net of 33 Invoices / 0 Checks				8,217.22	
03140	COLUMBUS AREA CHAMBER OF				
11/05/2019	INVOICE	33623	QUARTERLY INVESTMENT TO SPORTS COUNCIL	2,500.00	
Total:				2,500.00	
Net of 1 Invoices / 0 Checks				2,500.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
11/05/2019	INVOICE	093019RESCUE	SUPPLIES	1,191.44	
Total:				1,191.44	
Net of 1 Invoices / 0 Checks				1,191.44	
00036	COLUMBUS CUSTOM EMBROIDERY				
11/05/2019	INVOICE	E33952	JACKET	35.00	
11/05/2019	INVOICE	E33983	JACKET	37.00	
11/05/2019	INVOICE	E34036	EMBROIDERY	30.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	102.00	
			Net of 3 Invoices / 0 Checks	102.00	
00127 11/05/2019	COLUMBUS SCREEN PRINTING INVOICE	032273	CANDIDATE T'S	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
03142 11/05/2019 11/05/2019	COLUMBUS STEEL SUPPLY INVOICE INVOICE	135589 135645	ROUND HR 12" ROUND HR 3/4 X 20	25.47 42.82	
			Total:	68.29	
			Net of 2 Invoices / 0 Checks	68.29	
03144 11/05/2019 11/05/2019	COLUMBUS TELEGRAM INVOICE INVOICE	871310 871308	COMMUNITY CHAMPION COMMUNITY CHAMPION	161.00 161.00	
			Total:	322.00	
			Net of 2 Invoices / 0 Checks	322.00	
03143 11/05/2019 11/05/2019	COLUMBUS TIRE & SERVICE INVOICE INVOICE	1-7193 1-7301	2018 FORD EXPLORER TIRES 2 P245/55R18 TIRES/UNIT #160	342.50 317.50	
			Total:	660.00	
			Net of 2 Invoices / 0 Checks	660.00	
03145 11/05/2019 11/05/2019 11/05/2019	COMMUNITY INTERNET INVOICE INVOICE INVOICE	SSFIRE OCT COLU2 OCT COLU1 OCT	INTERNET-SOUTH SIDE STATION INTERNET SERVICE INTERNET SERVICE	15.00 15.00 15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
02718 11/05/2019 11/05/2019	CORE & MAIN LP INVOICE INVOICE	L411876 L412384	METER19 PROJECT METER19 PROJECT/M2'S	2,224.00 21,465.00	
			Total:	23,689.00	
			Net of 2 Invoices / 0 Checks	23,689.00	
02208 11/05/2019 11/05/2019	CRANE SALES & SERVICE INVOICE INVOICE	14401-CD99087855 14401-CD99087864	REPAIR COLLECTOR ASSEMBLY C-SERIES 100A ANNUAL OVERHEAD CRANE INSPECTIONS 2019	1,114.84 851.50	
			Total:	1,966.34	
			Net of 2 Invoices / 0 Checks	1,966.34	
03149 11/05/2019	CULLIGAN OF COLUMBUS INVOICE	237558	WATER	26.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	26.20	
			Net of 1 Invoices / 0 Checks	26.20	
MISC 11/05/2019	CYNTHIA ROMAN INVOICE	10/23/2019	UB refund for account: 300-46010-00	49.92	
			Total:	49.92	
			Net of 1 Invoices / 0 Checks	49.92	
10272 11/05/2019	DALDORADO INVOICE	10620	SHIPPING COSTS	380.80	
			Total:	380.80	
			Net of 1 Invoices / 0 Checks	380.80	
00270 11/05/2019	DANKO EMERGENCY EQUIPMENT INVOICE	106145	DEMERS RUB RAIL/HOLDER	132.36	
11/05/2019	INVOICE	106307	ROSENBAUER PUMPER MAINTENANCE	1,773.65	
11/05/2019	INVOICE	106306	LADDER TEST	159.00	
			Total:	2,065.01	
			Net of 3 Invoices / 0 Checks	2,065.01	
03161 11/05/2019	ELECTRICAL ENGINEERING & INVOICE	6608350-00	600V SPCL PURP FUSES	223.05	
11/05/2019	INVOICE	6608014-00	SELECTOR SWITCH/CONTACT BOXES	245.40	
			Total:	468.45	
			Net of 2 Invoices / 0 Checks	468.45	
01597 11/05/2019	ELECTRONIC ENGINEERING INVOICE	855000564-1	SHIPPING CHGS - RADIO REPAIR	14.95	
11/05/2019	INVOICE	855000656-1	EMS PRODUCTS-INST/RMVL-INS-HOURLY	150.00	
			Total:	164.95	
			Net of 2 Invoices / 0 Checks	164.95	
01477 11/05/2019	EMBASSY SUITES - LINCOLN INVOICE	978226 B	LODGING-GREG SEALOCK	258.00	
			Total:	258.00	
			Net of 1 Invoices / 0 Checks	258.00	
03093 11/05/2019	ERGOMETRICS INVOICE	136871	FIRE LIEUTENANT TEST	32.60	
11/05/2019	INVOICE	136887	FIRE LIEUTENANT TEST	775.00	
			Total:	807.60	
			Net of 2 Invoices / 0 Checks	807.60	
03165 11/05/2019	FASTENAL COMPANY INVOICE	NECOL217118	SUPPLIES	1.79	
11/05/2019	INVOICE	NECOL217251	SUPPLIES	16.38	
11/05/2019	INVOICE	NECOL217398	SUPPLIES	45.29	
11/05/2019	INVOICE	NECOL217452	SUPPLIES	121.64	
11/05/2019	INVOICE	NECOL217463	SUPPLIES	78.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	NECOL217477	SUPPLIES	32.75	
11/05/2019	INVOICE	NECOL217478	SUPPLIES	1,865.84	
Total:				2,162.48	
Net of 7 Invoices / 0 Checks				2,162.48	
01909	FOREMOST PROMOTIONS				
11/05/2019	INVOICE	488956	FIRE SAFETY COLORING BOOKS	521.40	
11/05/2019	INVOICE	489276	JUNIOR FIREFIGHTER HATS	983.44	
Total:				1,504.84	
Net of 2 Invoices / 0 Checks				1,504.84	
01997	FRONTIER COOPERATIVE COMPANY				
11/05/2019	INVOICE	200338	ROADMASTER NE, #2 DYES DIESEL NE	5,711.36	
Total:				5,711.36	
Net of 1 Invoices / 0 Checks				5,711.36	
03172	GALLS LLC				
11/05/2019	INVOICE	013864417	UNIFORM SUPPLIES	389.95	
Total:				389.95	
Net of 1 Invoices / 0 Checks				389.95	
01789	GAVER TIRE & AUTO CENTER INC				
11/05/2019	INVOICE	40190	FLAT REPAIR/DUMP TRUCK #34	45.49	
Total:				45.49	
Net of 1 Invoices / 0 Checks				45.49	
03174	GEHRING CONSTRUCTION &				
11/05/2019	INVOICE	43408	10TH ST / 12TH AVE	726.00	
11/05/2019	INVOICE	43132	23RD ST/23RD AVE	432.50	
11/05/2019	INVOICE	43078	5TH ST/21ST AVE	177.50	
11/05/2019	INVOICE	3174	1/2" REBAR	79.75	
Total:				1,415.75	
Net of 4 Invoices / 0 Checks				1,415.75	
03178	GERHOLD CONCRETE COMPANY				
11/05/2019	INVOICE	95757	13 ST/24 AVE	211.88	
11/05/2019	INVOICE	99962	3X8X16 SOLID UNIT	14.70	
11/05/2019	INVOICE	98620	CONCRETE RAKE	31.60	
Total:				258.18	
Net of 3 Invoices / 0 Checks				258.18	
01373	GRAINGER				
11/05/2019	INVOICE	9319295672	V-BELT TENSIONERS	188.10	
Total:				188.10	
Net of 1 Invoices / 0 Checks				188.10	
02594	GREAT PLAINS BUILDING SUPPLY				
11/05/2019	INVOICE	326611	SURVEY STAKES	20.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	326830	SIDING	31.76	
			Total:	52.26	
			Net of 2 Invoices / 0 Checks	52.26	
00272	HAWKINS INC				
11/05/2019	INVOICE	4607071	CHEMICALS	166.28	
11/05/2019	INVOICE	4602565	CHEMICALS	1,974.26	
			Total:	2,140.54	
			Net of 2 Invoices / 0 Checks	2,140.54	
03185	HDR ENGINEERING INC				
11/05/2019	INVOICE	1200225318	NORTH SANITARY SEWER COLLECTION SYS STUDY	3,121.99	
			Total:	3,121.99	
			Net of 1 Invoices / 0 Checks	3,121.99	
01122	HOA SOLUTIONS INC				
11/05/2019	INVOICE	8642	PHOENIX CONTROLLER 2700975	1,587.50	
			Total:	1,587.50	
			Net of 1 Invoices / 0 Checks	1,587.50	
01724	HOBBY LOBBY				
11/05/2019	INVOICE	S-651	CHILDRENS STORY ART SUPPLIES	23.86	
11/05/2019	INVOICE	06510020476510221	CHILDRENS STORY ART SUPPLIES	6.95	
11/05/2019	INVOICE	06510030991510241	CHILDRENS STORY ART SUPPLIES	4.95	
11/05/2019	INVOICE	06510010663410251	BANQUET SUPPLIES	4.95	
			Total:	40.71	
			Net of 4 Invoices / 0 Checks	40.71	
00150	HOMETOWN LEASING				
11/05/2019	INVOICE	111919 FIRE	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
02142	HYDRO-KLEAN LLC				
11/05/2019	INVOICE	2	2019 SANITARY SEWER REHABILITATION CIP 19-21	47,584.28	
			Total:	47,584.28	
			Net of 1 Invoices / 0 Checks	47,584.28	
00088	INDUSTRIAL CONTROL SYSTEMS INC				
11/05/2019	INVOICE	2289	MCCROMETER CONVERTER FOR MAG METER	1,799.47	
11/05/2019	INVOICE	2288	EFFLUENT MAG METER SUPPORT	1,050.00	
			Total:	2,849.47	
			Net of 2 Invoices / 0 Checks	2,849.47	
03194	INGRAM LIBRARY SERVICES, INC				
11/05/2019	INVOICE	42397075	MATERIALS	14.83	
11/05/2019	INVOICE	42336220	MATERIALS	367.16	
11/05/2019	INVOICE	42392067	MATERIALS	1,057.55	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	42304948	MATERIALS	39.72	
11/05/2019	INVOICE	42372209	MATERIALS	2,023.86	
11/05/2019	INVOICE	42434089	NON-RETURN CREDIT/DAMAGED	(8.99)	
Total:				3,494.13	
Net of 6 Invoices / 0 Checks				3,494.13	
02609	ISLAND SUPPLY WELDING CO.				
11/05/2019	INVOICE	210532	WELDING SUPPLIES	81.94	
Total:				81.94	
Net of 1 Invoices / 0 Checks				81.94	
03199	JACKSON SERVICES INC				
11/05/2019	INVOICE	4178565	UNIFORMS	243.59	
11/05/2019	INVOICE	4162422	SALES TAX DUE ON INVOICE	1.68	
11/05/2019	INVOICE	4176915	UNIFORMS	88.91	
11/05/2019	INVOICE	4176917	SUPPLIES	15.00	
11/05/2019	INVOICE	4176916	UNIFORMS	88.40	
11/05/2019	INVOICE	4173513	SUPPLIES	58.59	
11/05/2019	INVOICE	4169266	SUPPLIES	77.69	
11/05/2019	INVOICE	4173491	LINEN PICKUP	16.24	
11/05/2019	INVOICE	4173485	SUPPLIES	68.21	
11/05/2019	INVOICE	4173493	MAT	20.25	
11/05/2019	INVOICE	4171038	SUPPLIES/UNIFORMS	118.30	
11/05/2019	INVOICE	4176842	MAT/UNIFORMS	62.42	
11/05/2019	INVOICE	4172686	UNIFORMS	246.59	
11/05/2019	INVOICE	4171039	UNIFORMS	88.40	
11/05/2019	INVOICE	4171040	SUPPLIES	26.88	
11/05/2019	INVOICE	4171026	MATS	29.07	
11/05/2019	INVOICE	4171028	SUPPLIES	17.05	
11/05/2019	INVOICE	4172659	UNIFORMS	130.82	
11/05/2019	INVOICE	4181187	UNIFORMS	118.30	
11/05/2019	INVOICE	4181188	UNIFORMS	88.40	
11/05/2019	INVOICE	4181189	SUPPLIES	35.83	
11/05/2019	INVOICE	4176905	SUPPLIES	34.05	
11/05/2019	INVOICE	4176906	UNIFORMS	128.37	
11/05/2019	INVOICE	4176907	SUPPLIES	66.26	
11/05/2019	INVOICE	4179409	MATS	55.85	
11/05/2019	INVOICE	4179389	SLIVA UNIFORMS	16.24	
11/05/2019	INVOICE	4180222	SUPPLIES/UNIFORMS	58.63	
Total:				2,000.02	
Net of 27 Invoices / 0 Checks				2,000.02	
02535	JONES & BARTLETT LEARNING LLC				
11/05/2019	INVOICE	4147039	SHIPPING CHARGES	23.23	
Total:				23.23	
Net of 1 Invoices / 0 Checks				23.23	
03202	KELLY SUPPLY COMPANY				
11/05/2019	INVOICE	12243924-0	SUPPLIES	116.12	
Total:				116.12	
Net of 1 Invoices / 0 Checks				116.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03205	KIRKHAM MICHAEL & ASSOCIATES				
11/05/2019	INVOICE	2	AIRPORT SNOW REMOVAL BLDG	22,949.89	
11/05/2019	INVOICE	3	AIRPORT SNOW REMOVAL BLDG	23,150.48	
11/05/2019	INVOICE	4	AIRPORT SNOW REMOVAL BLDG	33,829.47	
			Total:	79,929.84	
			Net of 3 Invoices / 0 Checks	79,929.84	
00012	LAKEVIEW SMALL ENGINE INC				
11/05/2019	INVOICE	042070	PARTS	134.87	
			Total:	134.87	
			Net of 1 Invoices / 0 Checks	134.87	
02596	LAWSON PRODUCTS				
11/05/2019	INVOICE	6303884	SUPPLIES	70.73	
11/05/2019	INVOICE	9307124997	16X18 PADS, GLOVES	80.56	
			Total:	151.29	
			Net of 2 Invoices / 0 Checks	151.29	
00822	LINCOLN WINWATER WORKS				
11/05/2019	INVOICE	064740 02	SUPPLIES	289.37	
11/05/2019	INVOICE	064340 02	SALES TAX DUE	42.00	
11/05/2019	INVOICE	064740 01	SALES TAX DUE	29.26	
			Total:	360.63	
			Net of 3 Invoices / 0 Checks	360.63	
02578	MARLEY'S ELECTRIC-CCE				
11/05/2019	INVOICE	10792	NEW LIGHT NORTH HANGR	707.61	
			Total:	707.61	
			Net of 1 Invoices / 0 Checks	707.61	
03212	MATHESON-LINWELD				
11/05/2019	INVOICE	20587828	SUPPLIES	103.84	
			Total:	103.84	
			Net of 1 Invoices / 0 Checks	103.84	
00475	MCPHILLIPS RACHELLE M				
11/05/2019	INVOICE	101819LIBRARY	MILEAGE	196.04	
			Total:	196.04	
			Net of 1 Invoices / 0 Checks	196.04	
03220	MENARDS				
11/05/2019	INVOICE	00645	SW HDPE CULVERT - PICK	258.00	
11/05/2019	INVOICE	COLU30154715	SPECIAL ORDER-KELLER FIBERGLASS STEP LADD	334.80	
11/05/2019	INVOICE	4	SUPPLIES	135.08	
11/05/2019	INVOICE	51	4X8 BCX UL	42.30	
11/05/2019	INVOICE	99465	3/8 X 4 CARR BOLT 8PC	4.28	
11/05/2019	INVOICE	99916	SUPPLIES	12.46	
11/05/2019	INVOICE	00655	SUPPLIES	49.33	
11/05/2019	INVOICE	00644	WIRE CUP BRUSH	7.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	00650	TURNBUCKLE E/E 1/2X6	15.99	
11/05/2019	INVOICE	00952	TOOLS AND GLOVES	106.09	
11/05/2019	INVOICE	00491	PAPER TOWELS	21.98	
11/05/2019	INVOICE	00683	SUPPLIES	57.24	
11/05/2019	INVOICE	00850	SUPPLIES	11.96	
11/05/2019	INVOICE	00873	SUPPLIES	1.39	
11/05/2019	INVOICE	00877	SUPPLIES	43.42	
11/05/2019	INVOICE	00949	SUPPLIES	118.20	
			Total:	1,220.51	
			Net of 16 Invoices / 0 Checks	1,220.51	
03222	MID-AMERICAN RESEARCH				
11/05/2019	INVOICE	0678938-IN	ENZYME BLOCK 10#	308.00	
			Total:	308.00	
			Net of 1 Invoices / 0 Checks	308.00	
03225	MIDWEST GLASS SERVICE INC				
11/05/2019	INVOICE	58522	KEY FOR COMMUNICATION BLDG	4.50	
			Total:	4.50	
			Net of 1 Invoices / 0 Checks	4.50	
00487	MIDWEST TAPE LLC				
11/05/2019	INVOICE	98112345	MATERIALS	391.90	
			Total:	391.90	
			Net of 1 Invoices / 0 Checks	391.90	
10225	NAPA AUTO PARTS OF COLUMBUS				
11/05/2019	INVOICE	672939	OIL SEAL	12.70	
			Total:	12.70	
			Net of 1 Invoices / 0 Checks	12.70	
01898	NEBRASKA APCO/NENA				
11/05/2019	INVOICE	102219REGISTR	2019 APCO-NENA CONFERENCE/L SVOBODA	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00537	NEBRASKA DEPT OF ENVIRONMENTAL				
11/05/2019	INVOICE	1446SLIVA	WWTF OPERATOR IV CERTIFICATON RENEWAL/A SL	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02249	NEBRASKA FIRE SPRINKLER CORP				
11/05/2019	INVOICE	5088	ANNUAL/ 5-YEAR FIRE SPRINKLER INSPECTIONS	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
00239	NEBRASKA HARVESTORE SYSTEMS				
11/05/2019	INVOICE	3749	WIPER ARM, BLADE	41.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	41.49	
			Net of 1 Invoices / 0 Checks	41.49	
00444 11/05/2019	NEBRASKA PUBLIC HEALTH INVOICE	518942	SAMPLE TESTING	360.00	
			Total:	360.00	
			Net of 1 Invoices / 0 Checks	360.00	
02625 11/05/2019	NEBRASKA TOTAL CARE INVOICE	031519DUFEK	REFUND OVERPAYMENT/ADOLPH DUFEK AMBULANCE	20.40	
			Total:	20.40	
			Net of 1 Invoices / 0 Checks	20.40	
00600 11/05/2019	NEBRASKA-IOWA INDUSTRIAL INVOICE	5928629	SHOP TOWELS, GLOVES	73.45	
			Total:	73.45	
			Net of 1 Invoices / 0 Checks	73.45	
03241 11/05/2019	NEWMAN SIGNS INC. INVOICE	TRFINV016100	SPECIAL TRAFFIC-NO PARKING	50.03	
			Total:	50.03	
			Net of 1 Invoices / 0 Checks	50.03	
03246 11/05/2019	NORTHEAST NEBRASKA ECONOMIC INVOICE	20412	SEPTEMBER 2019 ADMIN SERVICES	30.00	
11/05/2019	INVOICE	20463	SEPTEMBER 2019 ADMIN SERVICES	15.00	
11/05/2019	INVOICE	20444	SEPTEMBER 2019 ADMIN SERVICES	60.00	
11/05/2019	INVOICE	16-CD-101 DD 11	16-CD-101 DRAWDOWN #11	840.00	
			Total:	945.00	
			Net of 4 Invoices / 0 Checks	945.00	
03249 11/05/2019	OCCUPATIONAL HEALTH SERV INVOICE	64427	DRUG SCREENINGS, HEALTH FAIR SCREENINGS	6,452.00	
			Total:	6,452.00	
			Net of 1 Invoices / 0 Checks	6,452.00	
03171 11/05/2019	OFFICENET INVOICE	927184-2	QRT WALL SCREEN 52X92	229.62	
11/05/2019	INVOICE	IN52850	COPIER CONTRACT	55.52	
11/05/2019	INVOICE	927798-0	SUPPLIES	63.67	
11/05/2019	INVOICE	928661-0	SANITARY WIPES	4.98	
11/05/2019	INVOICE	928660-0	INKJET BUS CARDS, SCISSORS	34.95	
11/05/2019	INVOICE	928625-0	LABELS FOR BANQUET	34.40	
11/05/2019	INVOICE	928451-0	TIMECARDS	19.78	
11/05/2019	INVOICE	927916-0	MARKERS	20.83	
11/05/2019	INVOICE	928206-0	STORAGE BOXES	8.78	
11/05/2019	INVOICE	928266-0	SOAP, SAFETY PINS	14.69	
11/05/2019	INVOICE	928167--0	THERMAL ROLLS, TAPE	68.74	
11/05/2019	INVOICE	928168-0	POST IT NOTES	7.86	
11/05/2019	INVOICE	927826-0	SHRED BAGS	99.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	927813-0	ELECTRONIC TME CLOCK	226.74	
11/05/2019	INVOICE	927895-0	BINDERS, PLANNER, ENVELOPES	65.47	
11/05/2019	INVOICE	928025-0	POSTER BOARD	3.85	
11/05/2019	INVOICE	928039-0	PRINTABLE TABS	17.84	
11/05/2019	INVOICE	928067-0	WALL FILE	8.81	
11/05/2019	INVOICE	C 927660-0	TIME CLOCK	(206.13)	
11/05/2019	INVOICE	927868-0	DYMO LABEL	49.97	
11/05/2019	INVOICE	927808-0	RECORD BOOK	68.00	
11/05/2019	INVOICE	927801-0	WALL FILES	61.67	
11/05/2019	INVOICE	927800-0	BLANK CERTIFICATES	12.76	
11/05/2019	INVOICE	927796-0	PEN REFILLS	2.12	
11/05/2019	INVOICE	927794-0	PENS, TONER	69.05	
11/05/2019	INVOICE	927791-0	BINDERS	108.30	
11/05/2019	INVOICE	927660-1	PAPER	41.13	
11/05/2019	INVOICE	927795-0	BINDER CLIPS	6.36	
11/05/2019	INVOICE	927814-0	SHREDDER OIL	25.00	
Total:				1,223.76	
Net of 29 Invoices / 0 Checks				1,223.76	
00201	OMAHA WORLD HERALD				
11/05/2019	INVOICE	541417	SUBSCRIPTION RENEWAL 1 YR	465.75	
Total:				465.75	
Net of 1 Invoices / 0 Checks				465.75	
00176	O'REILLY AUTOMOTIVE INC				
11/05/2019	INVOICE	0681-419741	PLUGS, FILTERS	63.32	
11/05/2019	INVOICE	0681-418248	BALL MOUNT	54.99	
11/05/2019	INVOICE	0681-418385	11OZ PENETRNT	48.00	
11/05/2019	INVOICE	0681-420337	MUFFLER CLAMP	23.60	
11/05/2019	INVOICE	0681-420178	CARBON STEEL	5.29	
11/05/2019	INVOICE	0681-420338	COPPER PLUG	7.98	
11/05/2019	INVOICE	0681-420726	NITRILE GLOVES	14.49	
11/05/2019	INVOICE	0681-420656	FILTERS	117.79	
11/05/2019	INVOICE	0681-421269	SUPPLIES	37.77	
11/05/2019	INVOICE	0681-421354	SUPPLIES	52.31	
11/05/2019	INVOICE	0681-421355	ICE MELT	34.50	
Total:				460.04	
Net of 11 Invoices / 0 Checks				460.04	
03255	PEERLESS WIPING CLOTH				
11/05/2019	INVOICE	145235	#50 CTN ALL WHITE LIGHT KNIT	244.07	
Total:				244.07	
Net of 1 Invoices / 0 Checks				244.07	
10252	PET CARE SPECIALISTS				
11/05/2019	INVOICE	394499	K-9 DOG CARE	205.58	
Total:				205.58	
Net of 1 Invoices / 0 Checks				205.58	
00345	PETE LIEN & SONS INC.				
11/05/2019	INVOICE	19POS/115951	CHEMICALS	5,441.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	19POS/115951C	CREDIT INVOICE	(544.43)	
			Total:	4,896.83	
			Net of 2 Invoices / 0 Checks	4,896.83	
03258	PETTY CASH				
11/05/2019	INVOICE	102419TRSFR	PLATTE COUNTY-TITLE/PLATES	21.00	
11/05/2019	INVOICE	110519POLICE	MISC EXPENSES AND TRAINING	134.47	
			Total:	155.47	
			Net of 2 Invoices / 0 Checks	155.47	
03265	RECORDED BOOKS LLC				
11/05/2019	INVOICE	746551854	MATERIALS	173.24	
11/05/2019	INVOICE	76551106	MATERIALS	344.80	
11/05/2019	INVOICE	76528998	MATERIALS	33.93	
			Total:	551.97	
			Net of 3 Invoices / 0 Checks	551.97	
00161	REMBOLT LUDTKE LLP				
11/05/2019	INVOICE	4	LEGAL SERVICES	2,015.00	
			Total:	2,015.00	
			Net of 1 Invoices / 0 Checks	2,015.00	
01596	RVW INC				
11/05/2019	INVOICE	00323	FIBER OPTIC PROJECT	1,788.00	
			Total:	1,788.00	
			Net of 1 Invoices / 0 Checks	1,788.00	
00284	S & S WILLERS INC				
11/05/2019	INVOICE	ID 128	GOLF COURSE SAND	285.18	
11/05/2019	INVOICE	ID 129	GOLF COURSE SAND	284.99	
			Total:	570.17	
			Net of 2 Invoices / 0 Checks	570.17	
10288	S2 DETECTION NEVADA INC.				
11/05/2019	INVOICE	1131	MARIJUANA TEST KITS	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
02704	SANDRY FIRE SUPPLY LLC				
11/05/2019	INVOICE	INV-007813	TECHTRADE FUSION PRO SHORT CUFFS	414.15	
11/05/2019	INVOICE	INV-007648	FRONT HOLDER, SILKSCREEN EAGLE, PKG	182.59	
11/05/2019	INVOICE	INV-007659	MSA FRONT STYLE 29	657.45	
			Total:	1,254.19	
			Net of 3 Invoices / 0 Checks	1,254.19	
03270	SAPP BROS COLUMBUS INC				
11/05/2019	INVOICE	2713618	FUEL	21.81	
11/05/2019	INVOICE	2712950	FUEL	20.72	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	1824968	FUEL	29.40	
11/05/2019	INVOICE	1831741	FUEL	162.74	
11/05/2019	INVOICE	2709544	FUEL	27.99	
11/05/2019	INVOICE	2708292	FUEL	19.83	
11/05/2019	INVOICE	1820951	FUEL	26.86	
11/05/2019	INVOICE	2710124	FUEL	21.37	
11/05/2019	INVOICE	2717845	FUEL	15.73	
11/05/2019	INVOICE	1835731	5TH WHEEL PIN PULLER	16.99	
11/05/2019	INVOICE	2721435	FUEL	33.27	
11/05/2019	INVOICE	2721231	FUEL	32.64	
Total:				429.35	
Net of 12 Invoices / 0 Checks				429.35	
02936	SARGENT DRILLING				
11/05/2019	INVOICE	25368	WELL AND PUMP TESTS	600.00	
Total:				600.00	
Net of 1 Invoices / 0 Checks				600.00	
03271	SCHIEFFER SIGNS INC				
11/05/2019	INVOICE	39308	REMOVE VINYL FROM EXPLORER	100.00	
Total:				100.00	
Net of 1 Invoices / 0 Checks				100.00	
03275	SECURITY EQUIPMENT INC				
11/05/2019	INVOICE	522697	ADDITION TO SYSTEM-SAFE AREA INTERCOM	2,424.00	
11/05/2019	INVOICE	527554	INSTALLATION OF IP CAMERA SYSTEM/SUPPORT A	8,938.50	
Total:				11,362.50	
Net of 2 Invoices / 0 Checks				11,362.50	
00465	SERVICEMASTER BY SHEVLIN				
11/05/2019	INVOICE	6799	MONTHLY JANITORIAL SERVICES	2,085.00	
Total:				2,085.00	
Net of 1 Invoices / 0 Checks				2,085.00	
03276	SHERWIN-WILLIAMS CO				
11/05/2019	INVOICE	2062-0	EZ BEAD WIND DEFLECTOR	80.15	
11/05/2019	INVOICE	1064-2	PAINT	65.25	
Total:				145.40	
Net of 2 Invoices / 0 Checks				145.40	
00134	SLIVA CHUCK				
11/05/2019	INVOICE	102519PW	WW CLASSES/CERTIFICATION FEES	336.60	
Total:				336.60	
Net of 1 Invoices / 0 Checks				336.60	
02814	SOUTHERN CARLSON INC.				
11/05/2019	INVOICE	CB40614347	FACESHIELD, HEADGEAR	30.34	
11/05/2019	INVOICE	CB40614784	48IN REDSTICK BOX LEVEL	124.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	155.15	
			Net of 2 Invoices / 0 Checks	155.15	
00244 11/05/2019	STERICYCLE INC INVOICE	4008916196	MONTHLY MEDICAL WASTE SERVICES	918.16	
			Total:	918.16	
			Net of 1 Invoices / 0 Checks	918.16	
10250 11/05/2019	STERLING WEST, LLC INVOICE	5216	PORTABLE 6' BENCHES	3,755.00	
			Total:	3,755.00	
			Net of 1 Invoices / 0 Checks	3,755.00	
02204 11/05/2019 11/05/2019	STRYKER SALES CORPORATION INVOICE INVOICE	2817935M 2808758M	4 YR ONSITE PM MAINTENANCE AGR 2019-2023 STABILIZATION STRAP	1,368.00 203.70	
			Total:	1,571.70	
			Net of 2 Invoices / 0 Checks	1,571.70	
02937 11/05/2019	SUBSURFACE SOLUTIONS INVOICE	14471	RADIODETECTION RECEIVER/TRANSMITTER, CLAMP	3,701.43	
			Total:	3,701.43	
			Net of 1 Invoices / 0 Checks	3,701.43	
00105 11/05/2019	SUPER SAVER INVOICE	109384	FOOD/SUPPLIES	35.36	
			Total:	35.36	
			Net of 1 Invoices / 0 Checks	35.36	
01602 11/05/2019	SVOBODA LYNN INVOICE	102819DISP	MILEAGE	84.10	
			Total:	84.10	
			Net of 1 Invoices / 0 Checks	84.10	
03017 11/05/2019	SYBRANT PAMELA S INVOICE	102819DISP	MILEAGE	91.64	
			Total:	91.64	
			Net of 1 Invoices / 0 Checks	91.64	
00110 11/05/2019 11/05/2019 11/05/2019 11/05/2019	SYSCO LINCOLN INVOICE INVOICE INVOICE INVOICE	261765725 261783710 5 261778809 261771396	RETURN CREDIT FOOD AND SUPPLIES CREDIT RETURN FOOD/SUPPLIES	(60.22) 1,586.59 (44.80) 1,646.68	
			Total:	3,128.25	
			Net of 4 Invoices / 0 Checks	3,128.25	
02388	TAPCO				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11/05/2019	INVOICE	I652594	CONE SIGN, WET PAINT	174.00	
			Total:	174.00	
			Net of 1 Invoices / 0 Checks	174.00	
03128	TIRE OUTLET INC				
11/05/2019	INVOICE	181122	BALANCE DUE FROM SHORT PAYMENT	10.00	
11/05/2019	INVOICE	181993	TIRE REPAIRS	150.00	
11/05/2019	INVOICE	181771	REPAIRS/ 2 REPLACE	180.00	
11/05/2019	INVOICE	168671	22 USED TIRES	2,000.00	
11/05/2019	INVOICE	181813	TIRE REPAIRS	90.00	
11/05/2019	INVOICE	181789	TIRE REPAIR	25.00	
11/05/2019	INVOICE	181374	TIRE REPAIRS	120.00	
			Total:	2,575.00	
			Net of 7 Invoices / 0 Checks	2,575.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
11/05/2019	INVOICE	220262	ORANGE MARKING FLAGS	21.98	
11/05/2019	INVOICE	456616	RODS/BRAKE PARTS CLEANER	19.96	
11/05/2019	INVOICE	220369	GALV COMPOUND/RUST REFORMER	85.94	
11/05/2019	INVOICE	456899	SUPPLIES	68.98	
11/05/2019	INVOICE	457247	MULTI PURPOSE SCREW 9X2IN	10.99	
11/05/2019	INVOICE	457207	DRIVEWAY MARKER	38.28	
11/05/2019	INVOICE	221148	SUPPLIES	39.99	
			Total:	286.12	
			Net of 7 Invoices / 0 Checks	286.12	
00100	U & I SANITATION				
11/05/2019	INVOICE	8601-251	OCTOBER GARBAGE SERVICE	49.50	
11/05/2019	INVOICE	8601-345	OCT GARBAGE SERVICE	41.75	
			Total:	91.25	
			Net of 2 Invoices / 0 Checks	91.25	
03290	ULTRA GRAPHICS				
11/05/2019	INVOICE	821-46337	POLICE LOGO-CREATE VECTOR	123.50	
11/05/2019	INVOICE	820-46318	RANDON INSPECTION REPORT	152.16	
11/05/2019	INVOICE	821-46336	POWER & PROGRESS LOGO-CREATE VECTOR CIP 20	84.50	
11/05/2019	INVOICE	821-46344	PAST DUE NTC, BUSINESS CARDS	179.38	
			Total:	539.54	
			Net of 4 Invoices / 0 Checks	539.54	
02725	UNICO GROUP				
11/05/2019	INVOICE	972757	AIRPORT LIABILITY INSURANCE 10/19/2019 - 1	4,751.00	
			Total:	4,751.00	
			Net of 1 Invoices / 0 Checks	4,751.00	
00289	UNION PACIFIC RAILROAD CO				
11/05/2019	INVOICE	90091156	12AVE VIADUCT PLAN REVIEW/RR CROSSINGS CIP	618.90	
			Total:	618.90	
			Net of 1 Invoices / 0 Checks	618.90	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00298 11/05/2019	UPS STORE INVOICE	83075052633847883	CUSTOM LAMINATING	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
MISC 11/05/2019	USDA INVOICE	10/23/2019	UB refund for account: 100-05620-05	3.49	
			Total:	3.49	
			Net of 1 Invoices / 0 Checks	3.49	
03053 11/05/2019	VVS CANTEEN INVOICE	3600:648388	SUPPLIES	149.03	
			Total:	149.03	
			Net of 1 Invoices / 0 Checks	149.03	
03299 11/05/2019	WALMART COMMUNITY/GECRB INVOICE	928600601498	BATTERIES	114.60	
11/05/2019	INVOICE	928700815912	SUPPLIES	33.88	
11/05/2019	INVOICE	928500780618	SUPPLIES	67.72	
11/05/2019	INVOICE	928200042823	SUPPLIES	80.76	
11/05/2019	INVOICE	927700380791	SUPPLIES	15.92	
11/05/2019	INVOICE	926700855672	SUPPLIES	116.86	
11/05/2019	INVOICE	926700551825	SUPPLIES	14.21	
11/05/2019	INVOICE	926700136978	SUPPLIES	36.92	
11/05/2019	INVOICE	926100248537	SUPPLIES-YA	15.84	
11/05/2019	INVOICE	926100349143	SUPPLIES/MATERIALS	33.91	
11/05/2019	INVOICE	927600605221	SUPPLIES	96.06	
11/05/2019	INVOICE	928200504837	SUPPLIES	111.43	
11/05/2019	INVOICE	926700816706	SUPPLIES-CHILDRENS STORY ART	3.94	
11/05/2019	INVOICE	928700314696	SUPPLIES	70.58	
11/05/2019	INVOICE	927700644034	COPY PAPER	8.72	
			Total:	821.35	
			Net of 15 Invoices / 0 Checks	821.35	
02225 11/05/2019	WATERPARK SPECIALTIES INC INVOICE	271	REFURBISH SLIDES-FIRST HALF OF PAYMNT	14,875.00	
			Total:	14,875.00	
			Net of 1 Invoices / 0 Checks	14,875.00	
10286 11/05/2019	WAYNE PUBLIC LIBRARY INVOICE	05	MISSING DISC/FEES	16.00	
			Total:	16.00	
			Net of 1 Invoices / 0 Checks	16.00	
00385 11/05/2019	WEST POINT IMPLEMENT OF INVOICE	I588287	CLUTCH KIT, GASKET, SEAL	406.58	
11/05/2019	INVOICE	I588214	PARTS	533.09	
11/05/2019	INVOICE	093019STR	CREDIT BALANCE ON DOUBLE PD INVOICES	(719.42)	
11/05/2019	INVOICE	I588447	BLINKER	73.08	
11/05/2019	INVOICE	I588540	CAS B500053 JACK	68.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	361.81	
			Net of 5 Invoices / 0 Checks	361.81	
03303 11/05/2019	WILKE LANDSCAPE CENTER INVOICE	64972	TREES FOR PARKS DEPT	9,912.48	
			Total:	9,912.48	
			Net of 1 Invoices / 0 Checks	9,912.48	
			Grand Total 402 invoices and 0 checks f	314,357.75	

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

PROCLAMATION

- Whereas, Heartland Workers Center's mission is guided by a model of organizing based on identifying, training and developing leaders; promoting and advocating for workers' rights; and developing effective methods of participating in civic life.
- Whereas, the Heartland Workers Center is dedicated to helping build a community that works for all, not only in Columbus but also across the state.
- Whereas, community-organizing efforts continue to expand as organizers meet, train and develop leaders, especially among the Latino/a community, who seek to be more engaged in public life and offices. Meanwhile, building collaboration among individuals, organizations, and communities, to increase immigrant and the underrepresented to participate in civic activities.
- Whereas, Heartland Workers Center's core values of equal rights, cultural respect, social justice, and solidarity are a beacon of change for immigrant and underrepresented communities.
- Whereas, Heartland Workers Center's iron rule of "Do not do for others what they can do for themselves," is fundamental to their ability to develop leaders who are capable of promoting, protecting, and defending their own rights.

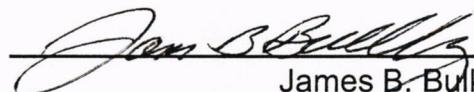
Now, therefore, I James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the month of November, 2019 as

"Heartland Workers Center Month"

in the City of Columbus, and encourage all citizens, community agencies, faith groups, medical facilities, elected leaders, and businesses to celebrate Heartland Workers Center in their efforts of building a community that works for all, as well as one Nebraska; while identifying, training and developing leaders; promoting and advocating for workers' rights; and developing effective methods of participating in the civic society.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November, 2019, and affixed the great seal of the City of Columbus, Nebraska.




James B. Bulkley, Mayor
City of Columbus

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

PROCLAMATION

WHEREAS, Columbus, Nebraska is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Columbus, Nebraska is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Columbus, Nebraska is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Columbus, Nebraska acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2019.

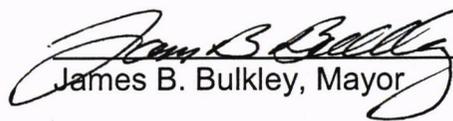
NOW, THEREFORE, I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the week of November 1, 2019, as

“EXTRA MILE DAY”

in the City of Columbus, and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Seal of the City of Columbus, Nebraska.




James B. Bulkley, Mayor





Snow Plowing Procedures



Snow Plowing

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

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

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



QUESTIONS AND ANSWERS
ABOUT SNOW PLOWING / REMOVAL

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

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

When does snow plowing begin?

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

Which streets are cleared by the City Street Department?

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

When will my street be plowed?

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

Will my cul-de-sac be plowed?

Cul-de-sacs will be cleared with a front-end loader because other equipment is too large for these areas.

Should we move our cars from the residential streets?

During residential plowing, it is very helpful if cars are moved into the driveway or a street that has been cleared.

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

What about my alley?

All residential alleys are cleared last.

What about driveways and sidewalks?

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

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

What about snow removal in the downtown business district?

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

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

What if my mailbox becomes covered with snow?

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

What is meant by a "snow emergency"?

When the Mayor or Public Works Director declares a snow emergency, it simply means no vehicles may be parked on streets where you see emergency route signs. These routes are: 15 Street from 23 Avenue to 10 Avenue, and 17 Street from 23 Avenue to 10 Avenue. If necessary, the snow emergency may be extended to prohibit or restrict parking on arterial and residential streets. Should a snow emergency be declared, notice will be given by radio, television, and, if feasible, in the newspaper.

If I have an emergency, what should I do?

Call the Police Department at 911.

How many lane miles does the City have to plow?

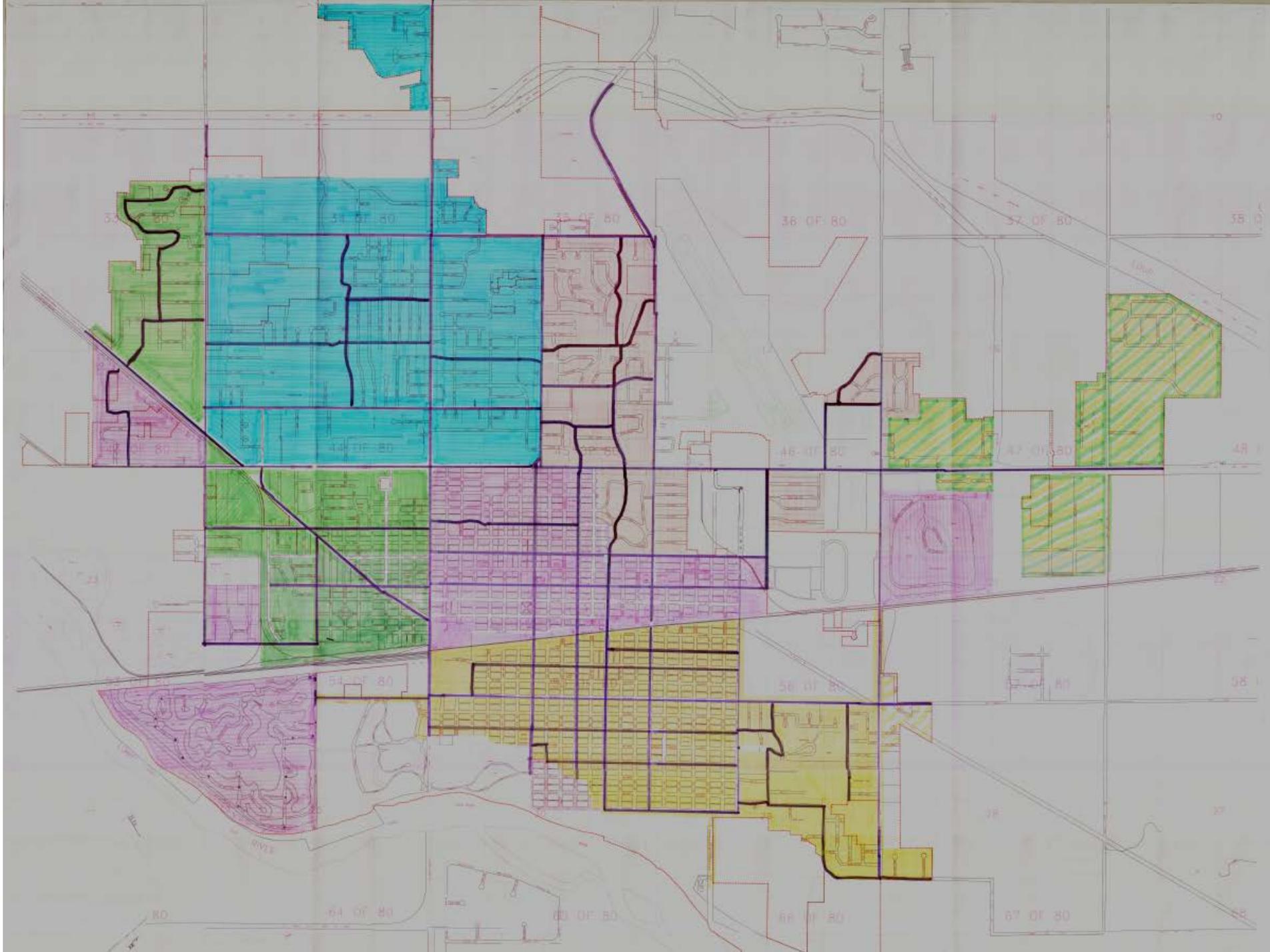
The City of Columbus conducts snow operations on 492 lane miles of streets.

What if I have questions about snow plowing or removal?

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

§ 72.52 SNOW EMERGENCY ROUTES.

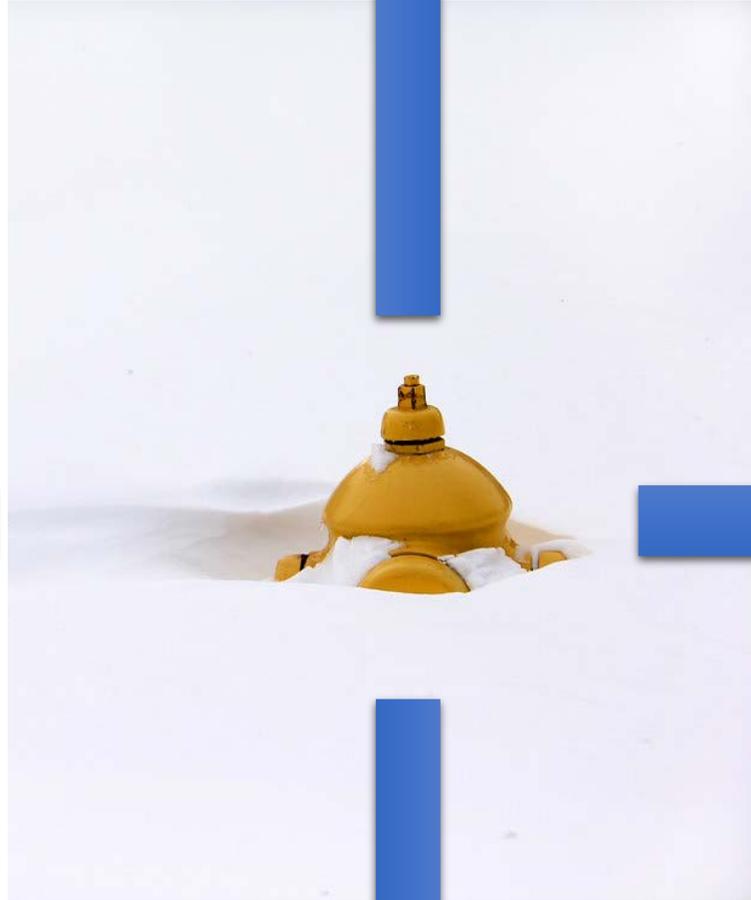
- (A) *Definition.* The term ***SNOW EMERGENCY ROUTES***, as used in this subchapter, shall mean those streets established as such in accordance with the provisions of this subchapter.
- ('63 Code, § 9-10-1)
- (B) *Establishment of routes.* The Mayor or City Engineer is hereby authorized to establish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



§ 92.30 REMOVAL OF SNOW AND ICE REQUIRED.

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

3 feet behind hydrant



3 feet

3 feet

Clear snow to the street

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
October 14, 2019

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on October 14, 2019, at 4:05 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and members of the City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Vice Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Prent Roth. Council Member Ron Schilling was absent. City staff members present included City Administrator Tara Vasicek, City Engineer Rick Bogus, and City Clerk Janelle Kline. Also present were Mayor James Bulkley and Council Member Beth Augustine-Schulte.
2. **Minutes of the September 9, 2019, Traffic Control Device Committee.** A recommendation was made to the mayor and city council that the minutes of the September 9, 2019, Traffic Control Device Committee meeting be approved with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
3. **Proposed construction of sidewalk on east side of 10 Avenue from existing sidewalk south of 19 Street to north side of 17 Street; on west side of 10 Avenue south of 17 Street to north side of 15 Street; and on north side of 15 Street to existing sidewalk east of 12 Avenue.** Bogus explained the procedure for installation of sidewalks and concurrence of the committee was that the affected property owners should be notified prior to consideration by the city council. A recommendation was made to the mayor and city council that staff be authorized to order affected property owners that a sidewalk be installed on the east side of 10 Avenue from existing sidewalk south of 19 Street to north side of 17 Street; on the west side of 10 Avenue south of 17 Street to north side of 15 Street; and on the north side of 15 Street to existing sidewalk east of 12 Avenue by May 15, 2020, in accordance with City Code and notification of the November 4, 2019, city council meeting should be sent to affected property owners where this report will be included on the agenda for consideration with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

The City of **Columbus**

MEMORANDUM

DATE: October 9, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sidewalk on 10th Avenue to the 12th Avenue Viaduct and the Downtown Region

DISCUSSION:

At the request of a City Councilperson, we have researched the best route and lowest cost for constructing a sidewalk from the Siefken/Wunderlich/Fairview Subdivisions on 10th Avenue, south of 19th Street, to the downtown area and the 12th Avenue Viaduct. The 12th Avenue viaduct will have a sidewalk on the west side. See attached map for the proposed route.

The route along 10th Avenue and 15th Street has the least impact on properties, safer pedestrian passage away from heavy industry, and least construction cost. The drawing shows a proposed 4-foot wide, concrete sidewalks to be paid by adjacent property owners and proposed ADA ramps which would be the City's expense. In addition, the City would need to pay for the sidewalk crossing the UPRR spur line railroad tracks. The crossing of the railroad tracks would need further investigation and would require a permit and an agreement.

It should be noted that the Land Development Ordinance states "...the pedestrian system will ordinarily be provided by sidewalks placed parallel to and on both sides of each street, with exceptions permitted to preserve natural features or create visual interest".

The drawings shows the property owners and their respective estimated lineal footage of sidewalk. If approved by the City Council and in accordance with our current sidewalk policy, the property owners would be provided notification and a timeline to finish construction of the sidewalks. If the timeline is exceeded, the City would form a Sidewalk Improvement District (SWID). A majority of the property is outside the corporate limits but within the 2-mile extraterritorial zoning jurisdiction. For general and budgetary purposes, the estimated property owner cost and if the project went through a SWID is \$25 to \$30 per lineal foot of sidewalk.

FISCAL IMPACT:

Estimated total property owner cost of \$30,000 to \$35,000 and an estimated City cost of \$10,000.

ALTERNATIVE:

Do not proceed or provide alternate routing

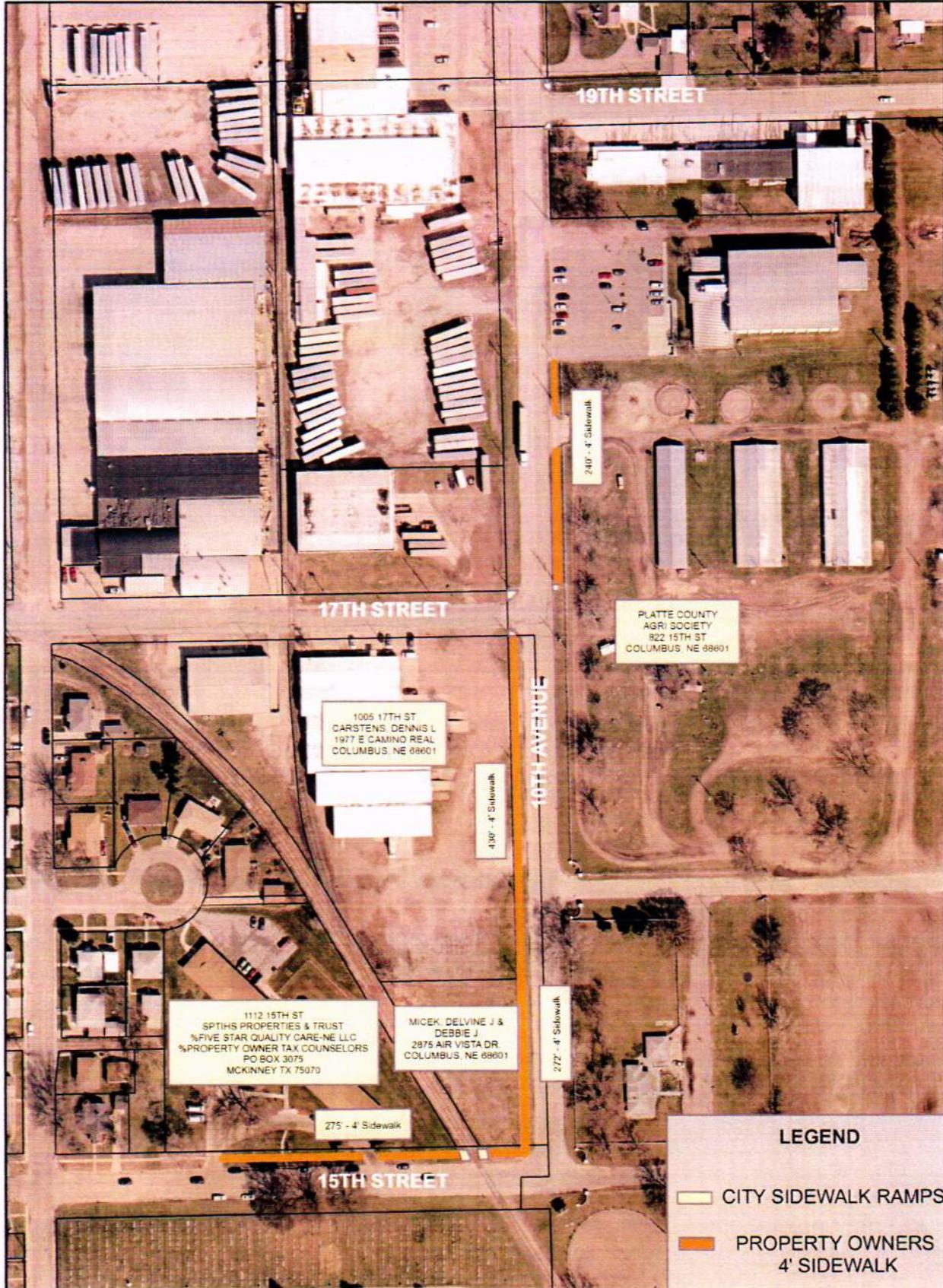
SIGNATURE:

By:  _____

Approved By:  _____

PROPOSED 10TH AVENUE SIDEWALK

CITY OF COLUMBUS



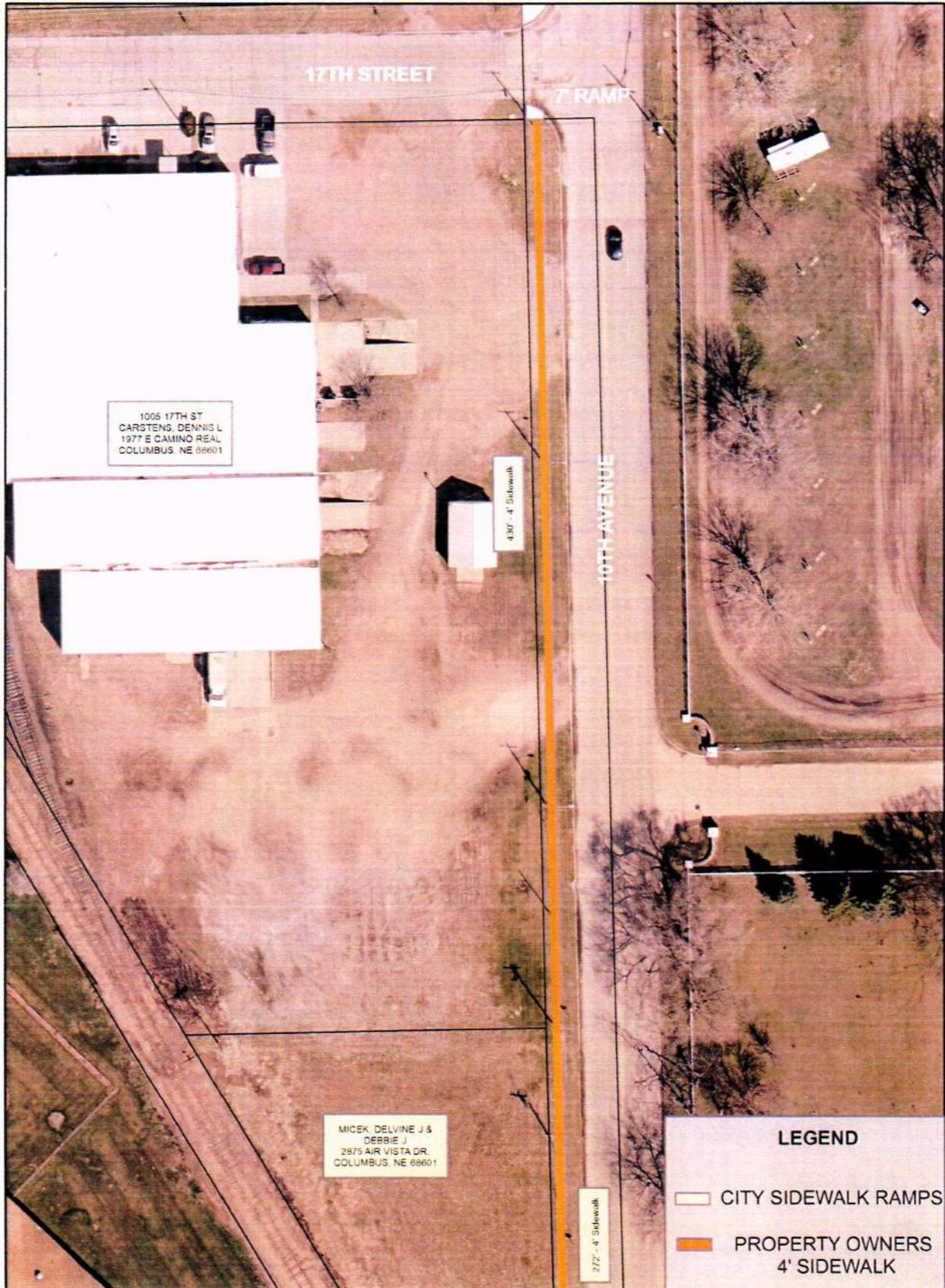
PROPOSED 10TH AVENUE SIDEWALK

CITY OF COLUMBUS



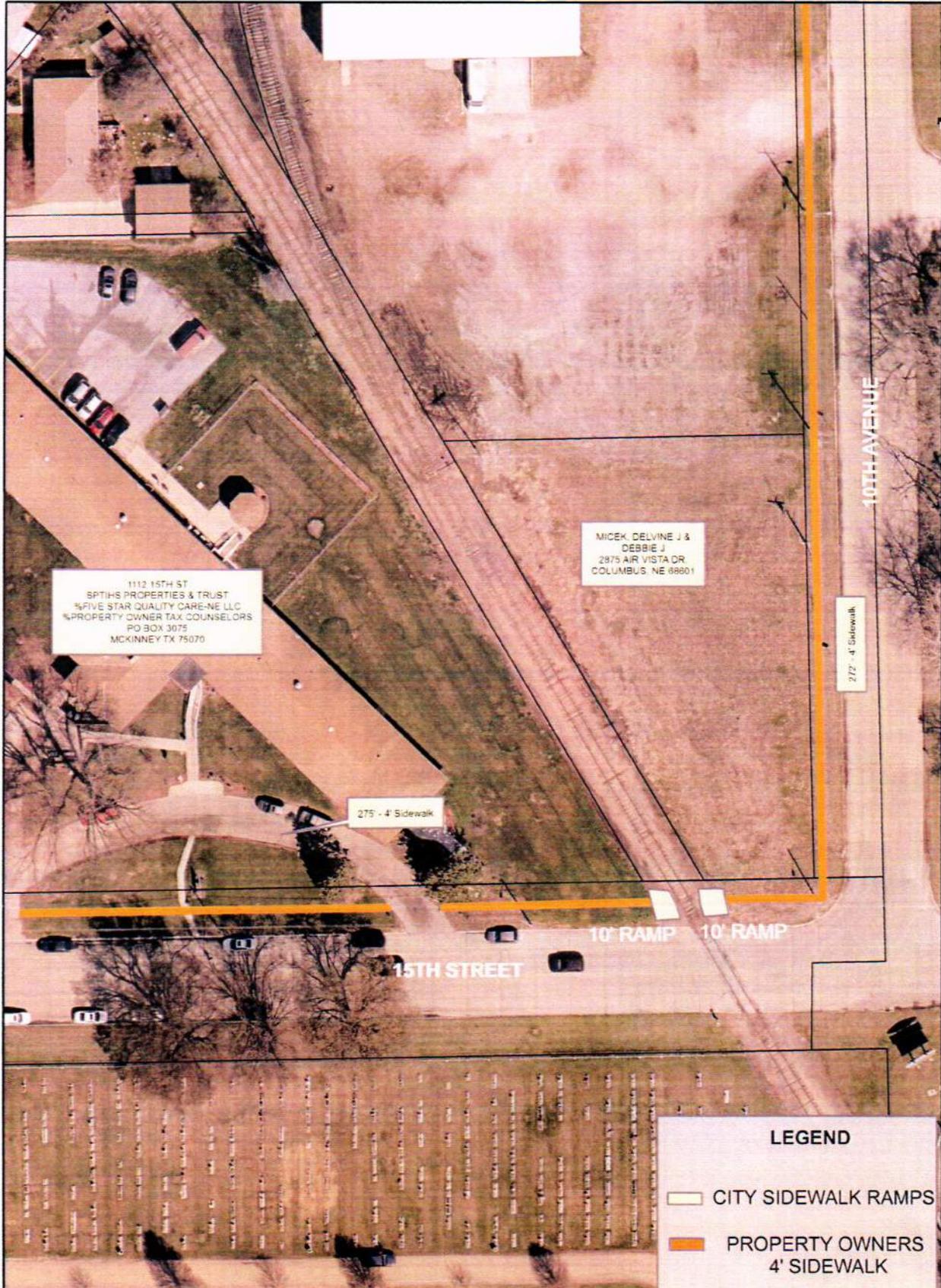
PROPOSED 10TH AVENUE SIDEWALK

CITY OF COLUMBUS



PROPOSED 10TH AVENUE SIDEWALK

CITY OF COLUMBUS



MEMORANDUM

DATE: October 29, 2019

TO: City Council Members

FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name of **Nathan Jones** for appointment to the Fire Lieutenant position at the November 4, 2019, City Council Meeting. Per Council Rules, the two week waiting period is waived for an appointment of a paid Firefighter. Mr. Jones was one of three candidates that were certified for Fire Lieutenant by the Civil Service Commission at their meeting held October 7 & 8, 2019.

Nathan Jones holds a Bachelor's Degree in Fire Science Administration from Waldorf University in Forest City, Iowa. He is currently enrolled in the Master of Art in Organizational Leadership: Fire Rescue Executive Leadership, also at Waldorf University. He has been employed as a Firefighter for the Columbus Fire Department since 2009 and has been serving as Acting Lieutenant for for the past two months. Nathan is certified as Firefighter 1, Firefighter II, Fire Officer I, Fire Officer II, HAZMAT Technician, Swiftwater Rescue Technician, and Instructor I. He holds his Paramedic license, as well as certification in Advanced Cardiac Life Support and Pediatric Advanced Life Support. He serves as an instructor for the Columbus Volunteer Fire Academy, and is an Instructor for the Nebraska State Fire Marshal Training Division. He is a Columbus resident.


James B. Bulkley, Mayor

Committee/AppointReappoint/FireChief

MEMORANDUM

DATE: November 4, 2019

TO: City Council Members

FROM: James B. Bulkley, Mayor

SUBJECT: Appointment

With your permission, I wish to submit the name of Jose Audelo-Rios 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. Mr. Audelo-Rios was one of three candidates certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held September 18, 2019.

Jose Audelo-Rios lives in Columbus, NE and is a graduate of Columbus High School. He earned his Associates of Arts Degree from Central Community College in 2015, and his Bachelor's Degree in Criminal Justice from Wayne State College in 2019. He served in the Nebraska Army National Guard from 2012 until 2018. Jose is certified as EMT, and is currently employed as an ambulance driver for Midwest Medical Transport.


James B. Bulkley, Mayor

The City of **Columbus**

MEMORANDUM

DATE: October 29, 2019
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Purchase of Toolcat Maintenance Utility Vehicle

RECOMMENDATION: Staff recommends that the NDOT state bid price of \$56,064.00 from Nebraska Harvestore Systems of Norfolk NE for a Toolcat Maintenance Utility Vehicle be accepted.

DISCUSSION: The Toolcat is manufactured by Bobcat Inc. Any attachment that we use on a Bobcat skid steer can be used on the Toolcat. The attachments that we currently have are a bucket, snowblower, broom, stump grinder, forks, augers and street grinder. The Toolcat will be used primarily for snow removal on the viaducts and outlining parks during the winter to free up the skid steer for snow removal in the downtown area. It will be used for small construction projects and general maintenance during the rest of the year.

FISCAL IMPACT: We have \$52,000 in the budget for this purchase.

ALTERNATIVE: Not purchase the equipment

Concurrence: Ron Dush, Park Superintendent

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator



Product Quotation

Quotation Number: 31707D031735

Date: 2019-10-24 16:28:09

Ship to	Bobcat Dealer	Bill To
City of Columbus 2424 14 ST Columbus, NE 68602 Phone: (402) 562-4240	Nebraska Harvestore Systems, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Dave Merkel Phone: 402-371-0144 Fax: 402-371-6031 Cellular: 402-640-0010 E Mail: dmerkel@nebraskaharvestore.com	City of Columbus 2424 14 ST Columbus, NE 68602 Phone: (402) 562-4240

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	\$53,404.00	\$53,404.00
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation:			
Automatically Activated Glow Plugs	Hour meter, Job Hours, Speedometer,			
Auxiliary Hydraulics	Tachometer, Fuel Gauge, Engine			
Variable Flow with dual direction detent	Temperature Gauge, and Warning Lights			
Beverage Holders	Joystick, Manually Controlled with Lift Arm Float			
Bob-Tach	Lift Arm Support			
Boom Float	Parking Brake, automatic			
Cargo Box Support	Power Steering with Tilt Steering Wheel			
Cruise Control	Radiator Screen			
Deluxe Operator Canopy includes:	Rear Receiver Hitch			
Front Window, Rear Window ,	Seat Belts, Shoulder Harness			
Front Wipers, and Electrical Power Port	Spark Arrestor Muffler			
Lower Engine Guard	Suspension, 4-wheel independent			
Limited Slip Transaxle	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Engine and Hydraulic Monitor with Shutdown	Toolcat Interlock Control System (TICS)			
Front Work Lights	Two-Speed Transmission			
Full-time Four-Wheel Drive	Machine Warranty: 12 Months, unlimited hours			
Horsepower Management	Bobcat Engine Warranty: Additional 12 Months or total			
Roll Over Protective Structure (ROPS) . Meets Requirements	of 2000 hours after initial 12 month warranty			
of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
Deluxe Road Package	M1221-P01-C01	1	\$2,322.00	\$2,322.00
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,864.00	\$4,864.00
High Flow Package	M1221-R03-C02	1	\$1,736.00	\$1,736.00
29 X 12.5 Turf Tires	M1221-R05-C05	1	\$786.00	\$786.00
Keyless Ignition	M1221-R06-C02	1	\$336.00	\$336.00
Heavy Duty Battery	M1221-R07-C02	1	\$97.00	\$97.00
Attachment Control	M1221-R08-C02	1	\$236.00	\$236.00

Power Bob-Tach	M1221-R12-C02	1	\$1,099.00	\$1,099.00
Radio Option	M1221-R15-C02	1	\$533.00	\$533.00
Traction Control	M1221-R16-C02	1	\$545.00	\$545.00

Total of Items Quoted			\$65,958.00	
Discount	State Of Nebraska Contract Number 14660 OC		(\$9,894.00)	
Quote Total - US dollars			\$56,064.00	

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14660 OC

PAGE 1 of 2	ORDER DATE 05/06/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2359087	
VENDOR ADDRESS: CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY & DOOSAN INFRACORE CONSTRUCTION EQUIPMENT AMERICAS 250 E BEATON DR WEST FARGO ND 58078-2656	

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

MAY 20, 2019 THROUGH MAY 19, 2020

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

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

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

Awarded from Sourcwell formerly National Joint Powers Alliance(NJPA) Contract #042815-CEC

Contract to supply and deliver Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies to State of Nebraska agencies for the period of May 20, 2019 through May 19, 2020.

Payment Terms: Net 45

For State Agencies - Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment, supplies Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies. All purchase orders will be issued directly to Clark Equipment Company dba Bobcat Company and Doosan Infracore Construction Equipment.

Freight will be itemized on the quote and invoiced. Units are shipped to the nearest dealer to ensure all dealer installed items and the pre-delivery inspection are complete in preparation for final delivery. The dealer will contact the customer to arrange final delivery within shipping and receiving times noted by the customer. Title transfers to customer upon final delivery.

Quotes may be obtained by contacting the Vendor Contacts listed below. Quotes will show list pricing, discount applied, freight, unit cost, and net purchase price.

(For the File - This RFP and Contract are bid and awarded by Sourcwell formerly The National Joint Powers Alliance® (NJPA), on behalf of Sourcwell and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally of which Nebraska is a member. All Request For Proposals (RFP), evaluations, etc. are retained by Sourcwell.)

BOBCAT COMPANY
Randy L. Fuss
Government Accounts Mgr. Sr.
(701) 241-8746
(701)371-4263
(701) 280-7860
randy.fuss@doosan.com

5-6-19
René A. Bott
BUYER
5/6/2019
5/7/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14660 OC

PAGE 2 of 2	ORDER DATE 05/06/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2359087	

DOOSAN INFRACORE CONSTRUCTION EQUIPMENT

Matt Gansser
National and Government Accounts Sales Mgr, Sr.
(678) 714-6429
(281) 381-6322
(866) 210-4402
matt.gansser@doosan.com

Contract Contact: Randy L. Fuss
Telephone: (701) 241-8746
Cellular (701) 371-4263
Fax: (701) 280-7860
Email: randy.fuss@doosan.com

This is the first renewal of the contract in accordance with the Sourcwell "Letter of Agreement" to extend the contract. (vc 5/3/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES	4,000,000.0000	\$	1.0000

BUYER INITIALS

BOBCAT COMPANY SUGGESTED PRICE LIST - 10-24-2016

Nebraska State Contract

Bobcat Company

ORDER ADDRESS:

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
250 EAST BEATON DRIVE
PO BOX 6000
WEST FARGO, ND 58078-6000

TOLL FREE #: 800-965-4232, Opt#2
Govt Sales Ph#s: 701-241-8746 or 241-8719
FAX#: 701-280-7860 or 701-241-8704

TIME OF DELIVERY: 60 to 90 Days ARO

REMIT TO ADDRESS:

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY
75 REMITTANCE DR, SUITE 1130
CHICAGO, IL 60675-1130

Product	Discount Percent
SSL	30.0%
CTL	30.0%
AWS	30.0%
Loader Attachments	24.0%
MT	15.0%
MT Attachments	24.0%
MX (Excavators)	30.0%
MX - E63/E85	30.0%
MX Attachments	24.0%
Toolcat	15.0%
Toolcat Attachments	24.0%
Utility Vehicles	16.0%
UV Attachments	24.0%
VersaHandler	24.0%
VersaHandler Attachments	24.0%

RESOLUTION NO. R19- 164

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING A CHILDREN'S MUSEUM ADVISORY BOARD; TO APPROVE THE MAYORAL NOMINATIONS OF NICOLE BEHLE, SARAH LINDBERG, ERIN SCHMIDT, TIMOTHY KACENA, CARRIE KEARNEY, STEPHANIE MILLER, AND SARAH PILLEN TO THE CHILDREN'S MUSEUM ADVISORY BOARD, 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, children's museums are places where children learn through play and exploration in environments designed just for children; and

WHEREAS, children's museums spark curiosity and ignite creativity for children from birth to age 12 and engage the whole family; and

WHEREAS, the idea of a local children's museum has been a point of discussion in the community, with considerations that it could potentially be a part of or separate from the City's library project; and

WHEREAS, a local children's museum could improve the quality of life for children and their families in Columbus and the surrounding area; and

WHEREAS, grant money for a Children's Museum Project Development Coordinator is currently being sought; and

WHEREAS, an advisory board for the potential children's museum is needed to further explore and develop a local children's museum.

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

Section 1. The Advisory Board. There is hereby created the Columbus Children's Museum Advisory Board (the "Board").

Section 2. Purpose. The Board shall serve as advisors on policy matters relating to the acquisition, development, maintenance and operation of a children's museum in the City of Columbus. The Board shall oversee and assist a Children's Museum Development Coordinator in the development of the children's museum. Such tasks may include, but not limited to: developing a 'business plan', outreach to businesses and community stakeholders to create partnerships, educate the community about the idea, work with the City and Library if it is determined that a space will be provided as part of the Library project. The Board will further work to create a non-profit that will break away from the City and operate the children's museum independently.

Section 3. Meetings. The Board shall meet as necessary but at a minimum, it shall meet once per quarter during the year. The minimum quarterly meetings of the

Board shall be on the first Wednesday of the following months: March, June, September and December. All meetings of the Board shall be conducted in accordance with the general law of the State of Nebraska regarding meetings of public bodies.

Section 4. Membership. The board shall consist of seven (7) members. All members must be residents of Columbus or its extraterritorial zoning jurisdiction. Board members shall be appointed by the mayor and confirmed by the city council. Vacancies shall be filled in the same manner as original appointments.

Section 5. Membership Terms. The terms shall be for three (3) years and until their successors are appointed, except that for the first appointed members: two (2) members shall be appointed for one (1) year and thereafter successors will serve three (3) year terms; two (2) members shall be appointed for two (2) years and thereafter successors will serve three (3) year terms; and three (3) members will be appointed for three (3) year terms.

The initial Board members, and their terms, shall be as follows:

- Nicole Behle – 1 year term
- Sarah Lindberg – 1 year term
- Erin Schmidt – 2 year term
- Timothy Kacena – 2 year term
- Carrie Kearney – 3 year term
- Stephanie Miller – 3 year term
- Sarah Pillen – 3 year term

The required two week waiting period for appointments under the “Rules of the City Council of the City of Columbus, Nebraska” is hereby waived for the initial Board members.

Section 6. Bylaws and Officers. The Board shall establish its own bylaws which shall include but not be limited to the officers and officers’ terms.

Section 7. Effective Date. This resolution shall take effect upon its adoption.

Section 8. The mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

Section 9. This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. R19-165

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING SUPPLEMENTAL AGREEMENT NO. 1 WITH WILSON & COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$79,680.12 FOR STREETSCAPING DESIGN AND BIDDING PHASE SERVICES FOR U.S. HIGHWAY 30 CORRIDOR UTILITY REPLACEMENT AND REHABILITATION & STREETSCAPING MASTER PLAN PROJECT; 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 City of Columbus and Wilson & Company, Inc. previously entered into an agreement regarding the U.S. Highway 30 Corridor Utility Replacement and Rehabilitation & Streetscaping Master Plan Project, with Resolution No. R16-116; and

WHEREAS, Supplemental, additional, and/or amended services and terms for streetscaping design and bidding phase services have been agreed to by the parties.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Supplemental Agreement No. 1 with Wilson & Company, Inc. in an amount not to exceed \$79,680.12 for streetscaping design and bidding phase services for U.S. Highway 30 Corridor Utility Replacement and Rehabilitation & Streetscaping Master Plan 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: October 30, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Owner-Engineer Agreement Supplement No. 1
US Highway 30 Corridor Utility Replacement and Rehabilitation

RECOMMENDATION:

I recommend approval and signing of the Supplement Agreement No .1 with Wilson & Company, Inc, for Streetscaping Design and Bidding Phase Services for the US Highway 30 Corridor Utility Replacement and Rehabilitation Project.

DISCUSSION:

The supplement agreement will provide design and bidding phase services for streetscaping betterment work not part of the Nebraska Department of Transportation (NDOT) design for US Highway 30 (23rd Street) from 33rd Avenue to East 11th Avenue, NH-30-5(134), CN 32234. Streetscaping design will be to the estimated construction cost of \$500,000 as previously discussed and understood. These improvements will be combined and bid together with the NDOT reconstruction project currently set to bid in spring 2021.

If you have any questions, please feel free to contact me.

FISCAL IMPACT:

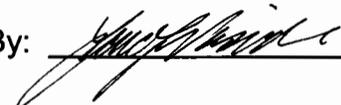
Cost of services not to exceed \$79,680.12 is part of CIP #20-77 in the amount of \$100,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: 

Approved By: 

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement is entered into by the City of Columbus, Nebraska (hereafter "Owner"), and Wilson & Company, Inc., Engineers & Architects (hereafter "Engineer"). The Owner and Engineer agree to as follows:

1. The Owner and Engineer made and entered into an Original Agreement on or about the 3rd day of October 2016 for the following project:
US Highway 30 Corridor Utility Replacement and Rehabilitation & Streetscape Master Plan.

A complete copy of this Original Agreement may be found on file with the Owner at Resolution No. R16-116.

2. Supplemental, additional, and/or amended services and terms for the "Columbus Streetscape Phase One Implementation" have been agreed to by the Parties. Said supplemental, additional, and/or amended services and terms as are found in the attachments to this Supplement Agreement labeled as Exhibit D, Exhibit E, and Exhibit F, and are further hereby fully incorporated by this reference.
3. This Supplement Agreement is necessary for the implementation of said supplemental, additional, and/or amended services and terms. It is the intent of the parties that this Supplemental Agreement becomes a part of the Original Agreement.
4. Except as specifically amended by this Supplemental Agreement incorporated attachments, all terms and conditions of the Original Agreement referenced herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City of Columbus this _____ day of _____ 2019.

By: Jim Bulkley, as Mayor of and on behalf
The City of Columbus

EXECUTED by the Wilson & Company, Inc., Engineers & Architects this 31 day of October 2019.



By: Matt W. Bryant, principal of and on behalf
Wilson & Company, Inc., Engineers & Architects

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

1.0 ENGINEER'S SUPPLEMENTAL SCOPE OF SERVICES

1.1. Project Description

The Engineer shall provide the services described below as part of the design associated with the Streetscape Beautification enhancements along the US Highway 30 corridor. This project will be designed and constructed in conjunction with the Nebraska Department of Transportation (NDOT) project to reconstruct US Highway 30, NH-30-5(134) CN 32234. This additional scope and associated Exhibits shall be a supplemental agreement to the original contract (Resolution No. R16-116) signed and dated October 3rd, of 2016.

Scope of Project includes the following:

Columbus Streetscape Phase One Implementation

Provide to the City, landscape architectural and site planning services from Final Design through bidding, based upon the following understanding of the project:

- The Project's limits include 23rd Street from 33rd Avenue to East 11th Avenue.
- The Project's construction budget for streetscape amenities is \$500,000.
- The Project shall be combined and let together with NDOT's reconstruction project No. NH-30-5(134) CN 32234.
- The Project may expand based on private fundraising, in which case additional services will apply.

1.2. Final Design Services

- 1.2.1. Conduct a visual structural assessment of the old highway arch located in Minden, NE at the Pioneer Village Museum. Effort includes travel time, documentation of existing condition by photos and physical measurements, developing a memo reporting the findings and a preliminary recommendation for potential incorporation into the project. No physical testing of the material or structure will be conducted during this initial visual assessment. If desired additional testing or structural design services to salvage, transport and incorporate into the final design of the streetscape beautification plans, including foundation design, can be added by supplemental agreement.
- 1.2.2. Coordinate with Owner to conduct and attend a kickoff meeting in Columbus between parties (City of Columbus, City Streetscape Committee, Confluence, and Wilson & Company) to establish Final Design requirements. Effort includes travel time.
- 1.2.3. Conduct final site assessment of Project and gather all pertinent information regarding the Project.
- 1.2.4. Coordinate with Confluence (Subconsultant) to prepare the Engineering Documents to include Engineering and construction drawings and technical

specifications to be utilized in bidding the Project. Limits of drawings and specifications shall be for Streetscape Beautification enhancement work only and shall not include any work delegated for NDOT participating items.

- 1.2.5. In conjunction with Confluence, prepare for Owner an opinion of probable Total Project costs based on the Draft Engineering Documents.
- 1.2.6. Furnish two (2) copies of the Draft Engineering Documents for the Owner to review.
- 1.2.7. Upon receipt of review comments from the Owner, Engineer shall incorporate the comments into the Engineering Documents.
- 1.2.8. The Engineering Documents shall be submitted by Wilson & Company to the NDOT for review and approval.
- 1.2.9. Upon receipt of review comments from NDOT and other permitting agencies, Engineer shall incorporate the comments in the Final Engineering Documents. Engineer shall furnish one (1) copy of the Final Engineering Documents to the Owner.
- 1.2.10. Answer questions from bidding contractors during the bidding phase. Provide responses to all Request for Information. Coordinate information with Owner and the NDOT as necessary during bidding phase.
- 1.2.11. General Project Management, billing/invoicing, attend 2 proposed Confluence meetings, attend 1 additional coordination meetings for City. General coordination with the NDOT project and Confluence's development of streetscape plans.

2.0 OWNER'S RESPONSIBILITIES/SCOPE OF SERVICES

- 2.1. Designate a person to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to the Engineer's services.
- 2.2. Assist the Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the Project.
- 2.3. Obtain approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

- 2.4. Examine all studies, reports, records, applications, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render decisions pertaining to the documents within a reasonable time.
- 2.5. Schedule, properly advertise, and attend all Project meetings with Engineer.
- 2.6. Coordinate any communication and/or concerns that develop with the design team.
- 2.7. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- 2.8. Provide any and all other available information relative to the completion of the Engineer's services.
- 2.9. Bear all costs incident to compliance with the requirements of this Section 2.

3.0 SERVICES NOT INCLUDED IN ENGINEER'S SCOPE OF SERVICES

The Scope of Services described above do not include the following potential additional services. In the event that the Owner desires additional services, the scope of work descriptions and fee structures will be negotiated with the Owner under a Supplemental or separate Agreement.

- 3.1. Design services for improvements other than the improvements identified under Final Design Services above as part of the described Phase One Implementation of the 23rd Street Beautification Master Plan dated May 6, 2019.
- 3.2. Property boundary surveys and/or written land descriptions for the purposes of real property and/or easement acquisitions.
- 3.3. Bidding services (other than answering questions as indicated above), which can be negotiated at a later time. These additional services may include providing formal Engineering estimate, advertising to bidders, bid evaluation, attending bid letting, etc., depending on what the Owner requires for assistance.
- 3.4. Construction related services, which may include shop drawing review, interpreting Engineering Documents during construction phase, as-built drawings, attending pre-construction meeting and or any other meetings, providing construction observation and/or inspection, etc.

**4.0 SCHEDULE BASED ON CURRENT NDOT CLARITY SCHEDULE DATED 10/11/19
(Project Letting subject to change and based on availability of funds and other approvals)**

1. 8/23/2019, Submit Final Design Plans to NDOT
2. TBD 2019, NDOT return review comments to Consultant
3. 3/10/2020, Internal Review – PS&E
4. 4/1/2020, Submit Pre-PS&E Package to Design
5. 5/19/2020, PS&E Package Submittal
6. 7/14/2020, PS&E Corrections
7. TBD, Consultant Evaluation
8. 5/6/2021, Anticipated Letting
9. 8/30/2023, Anticipated Construction Completion

Exhibit E



October 07, 2019

Matt Bryant
Omaha Transportation Operations Manager
Wilson & Company, Inc.
11422 Miracle Hills Drive, Suite 308
Omaha, NE 68154
matt.bryant@wilsonco.com

Re: An Agreement for the Provision of Professional Services
Columbus Streetscape Ph 1 Implementation, Confluence #19088

Dear Mr. Bryant:

Confluence, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by Wilson & Co., hereinafter referred to as the Engineer, agrees to provide Professional Services to the Engineer as set forth below:

- A. PROJECT NAME: Columbus Streetscape Phase One Implementation
- B. PROJECT DESCRIPTION: Provide to the Engineer, landscape architectural and site planning services from preliminary design through bidding, based upon the following understanding of the project:
 1. The Project's limits include 23rd Street from 33rd Avenue to East 11th Avenue, approximately 3 ½ miles in length.
 2. The Project's construction budget for streetscape amenities is \$500,000.
 3. The project type is Nebraska DOT Letting.
 4. The Project may expand based on private fundraising, in which case additional services will apply.

ARTICLE 1: SCOPE OF SERVICE:

Part One: Construction Documents

1.1 Attend a Kickoff meeting with Wilson & Co, City of Columbus Staff and others in Columbus, Nebraska.

1.2 Confluence will coordinate with Wilson & Co. technical staff to provide drawings in a file format that will convert to the Microstation files that will be in the final deliverables if the NDOT does not allow for submittal of dwg drawings on the amenities portion. Wilson & Co. will be compiling plans into a total submittal. Confluence will be responsible for any AutoCAD file revisions and effort to facilitate a clean conversion to microstation dgn files.

1.3 Confluence will coordinate with the Owner's Lighting engineer and light pole suppliers to design a specialty light pole base along with a metal banner and bracket that can be supported by the new light fixtures and poles and show where these items are to be located within the streetscape. In order to get to a confirmed graphic design of the banners, Confluence will also coordinate with the City of Columbus and the Columbus Streetscape Committee and we have included one additional trip to Columbus to get to that confirmation.

1.4 Based on Owner-approved direction from master plan design, prepare Construction drawings to include:

1.4.1 Site Layout Plans – Plans will be produced at a 1"=10' scale. We are estimating that this will require 20 sheets of drawings. These plans will show the location of site amenities within the construction limits for specialty pedestrian pavements, sign and banner locations, specialty crosswalks, planting pots, and back lit street name signs. Street light poles and fixtures will not be designed by Confluence.

1.4.2 Site Detail Sheets – These plan sheets will include details for the construction of light pole bases and banners, specialty pavement details, planter pots, and specialty crosswalk construction.

1.4.3 Landscape Plans – these plans will be produced at an appropriate scale and will locate trees, shrubs and perennials plantings, and prairie grass seeding within the project. Irrigation design is not included or anticipated for this project.

1.4.4 Landscape Detail Sheets – These plans sheets will include details on the installation of trees, shrubs, and perennial plantings.

1.4.5 Specification sections for planters, specialty crosswalks, metal banner, brackets, and light pole bases, backlit street name signs, tree, shrubs and perennials, prairie grass seeding and landscape bed preparation.

1.4.6 Calculate and describe bid quantities for items listed above. NDOT standard items will be used where possible.

1.5 Coordination conversations and meetings with engineer, as needed, not to exceed 6 meetings.

1.6 Confluence will provide any specifications, special provisions, method of payment and cost estimates for non-standard NDOT bid items.

Part Two: Revisions

2.1 The Consultant shall modify plans and documents after the State conducts their full review.

2.2 The Consultant will continue to coordinate with the DOT lighting engineer and landscape group. This may include a trip to Lincoln to meet in person with the DOT.

Part Three: Bidding Support

- 3.1 The Consultant will provide bidding support to the project and the Engineer by being available for questions from contractors and preparing clarifications as necessary during the bidding period.

EXCLUSIONS

1. Irrigation design, structural design and lighting engineering is not included in this scope.

ARTICLE 2: ENGINEER RESPONSIBILITIES:

1. The Engineer shall establish the guidelines for the project and shall provide background information needed.
2. Fees for services of special consultants (structural, sustainable, soils, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. The Engineer shall furnish base plan information to the Consultant. This base information shall include the area around 33rd Street intersection.

ARTICLE 3: FEES AND EXPENSES:

1. We propose to perform the services described in Article 1: Scope of Services: Part One, on a Lump Sum basis. Reimbursable expenses are a part of this Lump Sum Fee. The Lump Sum is Forty Eight Thousand and Five Hundred Dollars (\$48,500).
2. We propose to perform the services described in Article 1: Scope of Services: Part Two on an hourly basis according to our attached standard rates. We are expecting that this item may take 38 hours or approx.. \$3,800.
3. We propose to perform the services described in Article 1: Scope of Services: Part Three on an hourly basis according to our attached standard rates. We are expecting that this item may take 12 hours or approx.. \$1,200.
4. Reimbursable expenses are estimated at \$1,500 and are included in the lump sum fee.
5. If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Engineer/Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ARTICLE 4: TIME OF PERFORMANCE:

1. We propose to process this work in a timely and expeditious manner to meet the Owner's timetable.

ARTICLE 5: EXTRA WORK AND CONTINUATION OF SERVICES:

1. If, during the progress or upon completion of the work outline in the Scope of Services in this agreement, the Engineer/Owner finds it desirable or necessary to cause this Consultant to perform additional services other than those outlined in the Scope of Services, the hourly schedule and reimbursable expense schedule may apply or a project fee may be negotiated.

ARTICLE 6: SUCCESSOR'S AND ASSIGNMENT:

1. The Owner and this firm each binds itself, partners, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this agreement.

ARTICLE 7: FORM OF AGREEMENT:

1. Two (2) copies of this proposal are submitted herewith. The return of one (1) copy, signed and dated in the spaces provided, will constitute your acceptance of this proposal and provide authority for proceeding to accomplish this work.

Sincerely,
Confluence

Offered by:
Confluence

Accepted by:
Wilson & Company

Dolores D. Silkworth

10/07/2019

(signature)

(date)

Matt W. Bryant 10-8-19

(signature)

(date)

Dolores D. Silkworth, Principal

(printed name/title)

Matt W. Bryant, Principal

(printed name/title)

Confluence
1111 N 13th Street, Studio 204
Omaha, Nebraska 68102

EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal	\$160.00 - \$210.00 per hour
Principal	\$140.00 - \$195.00 per hour
Associate Principal	\$130.00 - \$170.00 per hour
Associate	\$110.00 - \$160.00 per hour
Senior Project Manager	\$100.00 - \$150.00 per hour
Project Manager	\$90.00 - \$120.00 per hour
Senior Landscape Architect	\$90.00 - \$120.00 per hour
Landscape Architect	\$80.00 - \$110.00 per hour
Senior Project Planner	\$90.00 - \$120.00 per hour
Planner II	\$80.00 - \$110.00 per hour
Planner I	\$70.00 - \$100.00 per hour
Landscape Architect-In-Training	\$70.00 - \$100.00 per hour
Landscape Architect Intern / Landscape Designer	\$60.00 - \$85.00 per hour
Draftsperson	\$50.00 - \$85.00 per hour
Graphic Designer	\$70.00 - \$100.00 per hour
Clerical / System Staff	\$42.00 - \$80.00 per hour

REIMBURSABLE EXPENSES

Filing Fees	cost
Materials and Supplies	cost
Meals and Lodging	cost
Mileage	\$.58 per mile
Postage	cost
Printing by Vendor	cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Electronic Files	\$50.00 Each
Online Meeting Service	\$35.00 Each

Effective 1/1/2019

Project Cost & Breakdown

Exhibit F - Streetscape Final Design

Project Name: 23rd Street Columbus - City Improvements
Consultant: Wilson & Company, Inc.
Consultant PM: Matt Bryant, (402) 896-6100, matt.bryant@wilsonco.com
LPA RC: Richard Bogus, (402) 562-4235, rick.bogus@columbusne.us
NDOR PC: Jacqueline Baird, (402) 479-4625, Jacqueline.Baird@nebraska.gov
Date: October 15, 2019

Project Number: STP-14-4(115)
Control Number: 32236



DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Program Manager	50.0	\$69.00	\$3,450.00
Sr. Engineer	18.0	\$64.32	\$1,157.76
Engineer	78.0	\$36.46	\$2,843.88
Assistant Engineer			
Sr. Designer/Tech			
Designer/Tech	30.0	\$23.52	\$705.60
Administrative			
User Defined 1			
	176.0	Subtotal	\$8,157.24

DIRECT EXPENSES	Amount
Subconsultants:	\$53,500.00
Printing And Reproduction:	
Mileage/Travel:	\$377.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$50.00
Subtotal	\$53,927.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$8,157.24
Overhead @ 180.63%	\$14,734.42
Direct Expenses	\$53,927.00
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)	
SUBTOTAL	\$76,818.66
Fee for Profit Rate @ 12.50%	\$2,861.46
TOTAL COST	\$79,680.12

LABOR COST BY MAJOR TASKS	Direct Labor	Overhead	Profit	Amount
1.2 Final Design Services	\$8,157.24	\$14,734.42	\$2,861.46	\$25,753.12
	\$8,157.24	\$14,734.42	\$2,861.46	\$25,753.12

Consultant's Estimate of Hours

Exhibit F - Streetscape Final Design

Project Name: 23rd Street Columbus - City Improvements **Project Number:** STP-14-4(115)
Consultant: Wilson & Company, Inc. **Control Number:** 32236
Consultant PM: Matt Bryant, (402) 896-6100, matt.bryant@wilsonco.com
LPA RC: Richard Bogus, (402) 562-4235, rick.bogus@columbusne.us
NDOR PC: Jacqueline Baird, (402) 479-4625, Jacqueline.Baird@nebraska.gov
Date: October 15, 2019



TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	AENG	SDES	DES	ADM	UD1	UD2	Total
1.2 Final Design Services		50	18	78			30				176
1.2.1 Conduct visual structural assessment of Arch		8	16								24
1.2.2 Conduct Kickoff meeting, data review		6		6							12
1.2.3 Provide Final site assessment of Project		2		2							4
1.2.4 Coordination with Confluence											
Incorporate Plans into NDOT set		8		44			22				74
Review Special Provisions/Specifications		2		2							4
1.2.5 Prepare Opinion of Probable Total Project Cost		2	2	2							6
1.2.6 Present/review draft engineering docs with Owner		2									2
1.2.7 Incorporate Owner's comments into draft		2		4			4				10
1.2.8 Submit Engineering Docs to NDOT for Review		2									2
1.2.9 Incorporate NDOT's comments into final docs		2		4			4				10
1.2.10 Answer questions from contractors during bidding		2		2							4
1.2.11 PM & Coordination with Confluence/NDOT		12		12							24
Total Days		6.25	2.25	9.75			3.75				22.0
Total Hours		50	18	78			30				176.0

Staffing Plan - Exhibit C

Exhibit F - Streetscape Final Design

Project Name: 23rd Street Columbus - City Improvements
Consultant: Wilson & Company, Inc.
Consultant PM: Matt Bryant, (402) 896-6100, matt.bryant@wilsonco.com
LPA RC: Richard Bogus, (402) 562-4235, rick.bogus@columbusne.us
NDOR PC: Jacqueline Baird, (402) 479-4625, Jacqueline.Baird@nebraska.gov
Date: October 15, 2019

Project Number: STP-14-4(115)
Control Number: 32236



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SDES	Sr. Designer/Tech
2	PM	Program Manager	7	DES	Designer/Tech
3	SENG	Sr. Engineer	8	ADM	Administrative
4	ENG	Engineer	9	UD1	User Defined 1
5	AENG	Assistant Engineer	10	UD2	User Defined 2

Overhead Rate ^[1]
180.63%
Fee for Profit Rate ^[2]
12.50%
FCCM (if applicable)

BLENDED RATES TABLE

Template: T-WB-X1 (rev 5-26-15)

Employee Name	Job Title & Certifications ^[3]	Hourly Salary Rate ^[4]	% Assigned
Principal			
_____	_____	_____	_____
		Blended Rate:	_____
Program Manager			
<u>Matt Bryant, P.E.</u>	<u>P5 - Civil Engineer, Principal</u>	<u>\$69.00</u>	<u>100%</u>
		Blended Rate:	\$69.00
Sr. Engineer			
<u>Steve Kneip, P.E.</u>	<u>P6 - Senior Structural Engineer</u>	<u>\$64.32</u>	<u>100%</u>
		Blended Rate:	\$64.32
Engineer			
<u>Kristi Evans, P.E.</u>	<u>P4 - Staff Detail Designer (Licensed)</u>	<u>\$37.44</u>	<u>60%</u>
<u>Michael Steffensmeier, E.I.</u>	<u>P3 - Staff Detail Designer (Unlicensed)</u>	<u>\$35.00</u>	<u>20%</u>
<u>Anthony Cameli, E.I.</u>	<u>P3 - Staff Detail Designer (Unlicensed)</u>	<u>\$35.00</u>	<u>20%</u>
		Blended Rate:	\$36.46
Assistant Engineer			
_____	_____	_____	_____
		Blended Rate:	_____
Sr. Designer/Tech			
_____	_____	_____	_____
		Blended Rate:	_____
Designer/Tech			
<u>Jacob Glavin</u>	<u>OD1 - CADD Technician</u>	<u>\$23.52</u>	<u>100%</u>
		Blended Rate:	\$23.52
Administrative			
_____	_____	_____	_____
		Blended Rate:	_____
User Defined 1			
_____	_____	_____	_____
		Blended Rate:	_____

Direct Expenses

Exhibit F - Streetscape Final Design

Project Name: 23rd Street Columbus - City Improvements
Consultant: Wilson & Company, Inc.
Consultant PM: Matt Bryant, (402) 896-6100, matt.bryant@wilsonco.com
NDOR PC: Jacqueline Baird, (402) 479-4625, Jacqueline.Baird@nebraska.gov
Date: October 15, 2019

Project Number: STP-14-4(115)
Control Number: 32236



Subconsultants:			Amount
Confluence (Streetscape- See Exhibit B for additional detail)			\$53,500.00
Subtotal			\$53,500.00
Printing and Reproduction:	Qty	Unit Cost	Amount
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
Omaha - Minden 1 trip @ 370 miles roundtrip	370	\$0.58	\$214.60
Omaha - Columbus 1 trip @ 160 miles roundtrip	160	\$0.58	\$92.80
Omaha - Lincoln 1 trip @ 120 miles roundtrip	120	\$0.58	\$69.60
Subtotal			\$377.00
Lodging/Meals:	Qty	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Misc, Postage / Shipping Costs	1	\$50.00	\$50.00
Subtotal			\$50.00
TOTAL DIRECT EXPENSES			\$53,927.00

ORDINANCE NO. 19- 43

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, VACATING THE WEST 22 FEET OF 24TH AVENUE LYING ADJACENT TO LOT 8, BLOCK 83, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE NORTH RIGHT-OF-WAY LINE OF 12TH STREET TO THE SOUTH RIGHT-OF-WAY LINE OF THE ALLEY BETWEEN 12TH STREET AND 13TH STREET; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the follow street right-of-way is hereby vacated:

The west 22 feet of 24th Avenue lying adjacent to Lot 8, Block 83, Original City of Columbus, Platte County, Nebraska, from the north right-of-way line of 12th Street to the south right-of-way line of the alley between 12th Street and 13th Street.

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

This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: October 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Street Vacation Request: Portion of 24th Avenue from 12th Street north to alley

RECOMMENDATION:

I recommend the approval of the street right-of-way vacation of the west 22-feet of 24th Avenue abutting Original City, Block 83, Lot 8 which is further described from the north right-of-way line of 12th Street to the south right-of-way line of the alley between 12th and 13th Streets.

DISCUSSION:

An existing building dock, which has been there for several decades, resides over the area to be vacated. The owner of the building is developing the property into residential and thus this portion of the street right-of-way will need to be abandoned to have ownership. No public or private utilities are located in the vacated area. The remaining 58 feet of 24th Avenue right-of-way width at this location will remain.

The City Attorney's office will provide the Ordinance and file in the Platte County Courthouse upon City Council approval.

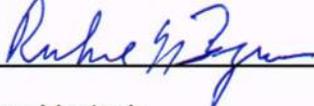
FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: 

Approved By: Tara Vasicek

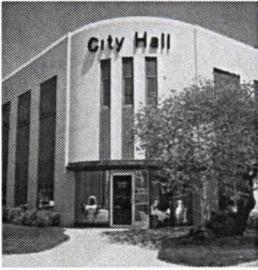
EXHIBIT A



Legal Description

The West 22.00' of 24th Avenue lying adjacent to Lot 8, Block 83, Original City of Columbus, Platte County, Nebraska.

1" = 100'
10/10/19
BDB
DWG



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: October 30, 2019
TO: Mayor and City Council
FROM: Tara Vasicek, City Administrator *TVA*
RE: Pay Plan Ordinance

RECOMMENDATION:

Approval of the amended Pay Plan Ordinance.

DISCUSSION:

With the recent retirement of the Water Production Supervisor, the Director of Public Works and I have been discussing the best way to manage the water production and water utility divisions moving forward. We have agreed upon the following changes, which are reflected in the Pay Plan Ordinance.

I also recommend updating the Wastewater Treatment Facility Supervisor position to Wastewater Treatment Facility Superintendent, based upon the changes recommended to the Water Division and increased minimum job certification and responsibilities. The Wastewater Treatment Laboratory Technicians were previously at the same pay grade as the Wastewater Treatment Facility Operator II, therefore I am recommending that be corrected to continue to be equal.

The changes recommended to the structure and pay plan bring Columbus' employee array and arrangement more similar to comparable communities and will streamline management of the departments and divisions. Job Descriptions have been updated to coordinate with the changes included here. You will see below that all of the recommended changes result in a decrease in total cost.



of Allocated Positions

Pay Grade

Positions	<u>Current</u>		<u>Proposed</u>	
Wastewater Treatment Facility Superintendent	0		1	C3
Wastewater Treatment Facility Supervisor	1	C1	0	
Wastewater Treatment Facility Operator II	4	B13	4	B13
Wastewater Treatment Laboratory Technician	2	B12	2	B13
Wastewater Treatment Facility Operator I	0	B10	0	B10
Water Superintendent	0		1	C3
Water Production Crew Leader	0		1	B15
Water Production Supervisor	1	C1	0	
Water Production Operator II	1	B13	1	B13
Water Production Operator I	2	B11	1	B11
Water Utility Supervisor	1	C1	0	
Water Utility Crew Leader	0		1	B15
Water Utility Maintenance II	3	B12	3	B14
Water Utility Maintenance I	5	B11	4	B11
	20		19	
TOTAL COST:		\$1,157,395.20		\$1,085,968.00

ORDINANCE NO. 19- 44

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING ORDINANCE NO. 19-31 THAT ESTABLISHED THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY RESTRUCTURING THE WATER PRODUCTION, WATER UTILITY, AND WASTEWATER TREATMENT DEPARTMENTS, JOB TITLES, AND CLASSIFICATIONS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, THAT Ordinance No. 19-31 establishing the pay plan for all classifications within the city is hereby amended by restructuring the Water Production, Water Utility, and Wastewater Treatment departments, job titles, and classifications and the following salaries of officers and employees, pay plan for all classifications within the city, and hourly ranges for each individual classification be established:

**2019-2020
PAY SCALE TABLE**

GRADE A5 \$12.02 – \$15.86
Program Assistant

GRADE A7 \$12.89- \$17.00
Lead Lifeguard /Program Coordinator
Library Assistant

GRADE B2 \$14.95 - \$20.18
Customer Service Account Clerk

GRADE B3 \$15.47 - \$20.91
Area Transit Driver
Library Assistant II
Library Maintenance Worker
Office Associate

GRADE B4 \$16.02 - \$21.61
Area Transit Supervisor

GRADE B5 \$16.58 - \$22.37
Customer Service Clerk
Library Assistant III
Office Associate II

GRADE B6 \$17.15 - \$23.18
Account Clerk
Communications Specialist (911 Dispatcher)
Finance Account Clerk
Library Assistant IV
Pool/Water Park Maintenance Technician

GRADE B7 \$17.75 – \$23.95

Account Clerk II/ Records Clerk II
Code Enforcement Technician
Community Service Technician
Customer Service Clerk II
Equipment Operator
Parks Maintenance Worker

GRADE B8 \$18.38– \$24.81

Administrative Assistant
Aquatics Supervisor
Equipment Operator II
Finance Account Clerk II
Golf Course Crew Leader
Head Cook
Senior Office Associate

GRADE B9 \$19.05 – \$25.70

Account Clerk III
Assistant City Clerk
Equipment Operator III

GRADE B10 \$19.74 – \$26.67

Engineering Aide
Lead Communications Specialist
Mechanic
Parks Crew Leader
Public Property Maintenance Mechanic
Street Dispatcher
Transfer Station Operator
Wastewater Treatment Facility Operator

GRADE B11 \$20.50 – \$27.66

Accounting Specialist
Water Production Operator
Water Utility Maintenance Worker

GRADE B12 \$21.25– \$28.70

Airport Manager
Engineering Administrative Specialist
Mechanic II

GRADE B13 \$22.03 - \$29.75

Aquatics Manager
Community Center Manager
Computer Technician
Librarian
Transfer Station Supervisor
Wastewater Treatment Facility Operator II
Wastewater Treatment Facility Laboratory Technician
Water Production Operator II

<u>GRADE B14</u>	<u>\$22.85 – \$30.86</u>
Cemetery Supervisor	
Street Foreman	
Water Utility Maintenance Worker II	
<u>GRADE B15</u>	<u>\$23.69 – \$31.99</u>
Water Production Crew Leader	
Water Utility Crew Leader	
<u>GRADE B16</u>	<u>\$24.57 – \$33.19</u>
Building Inspector	
<u>GRADE B17</u>	<u>\$25.49 – \$34.41</u>
GIS Supervisor	
<u>GRADE B18</u>	<u>\$26.44 – \$35.69</u>
Computer/Network Technician	
Engineering Project Manager	
<u>GRADE C2</u>	<u>\$27.96– \$39.14</u>
City Clerk	
City Planner	
Golf Course Superintendent	
Parks Superintendent	
Street Superintendent	
Surveyor/Construction Observer	
<u>GRADE C3</u>	<u>\$29.50 – \$41.30</u>
Library Director	
Wastewater Treatment Facility Superintendent	
Water Superintendent	
<u>GRADE C5</u>	<u>\$33.29 – \$46.62</u>
Police Captain	
<u>GRADE C6</u>	<u>\$35.62 – \$49.89</u>
Communications Director	
Community Development Director	
Fire Chief	
Public Property Director	
<u>GRADE C7</u>	<u>\$38.30 – \$53.63</u>
Human Resources Director	
Police Chief	
<u>GRADE C8</u>	<u>\$41.56 - \$58.18</u>
Public Works Director	

GRADE C9 \$45.30 - \$63.42

City Engineer
Finance Director

OTHER POSITIONS

City Administrator	\$89.02 per hour
Prosecuting Attorney	\$3,022 per year through 3/15/20
Prosecuting Attorney	\$ TBD as per Resolution eff. 3/16/20
City Attorney	\$ 135 per hour
Assistant Fire Chief	\$15,557 per year
Fire Training & Safety Officer	\$15,557 per year
City Emergency Mgmt Director	\$ 8,459 per year
Mayor per Resolution R06-107	\$10,444 per year
Council per Resolution R06-107	\$ 6,392 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 19-36

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE 97-17, AS FOLLOWS: BY AMENDING TABLE 4-3 OF THE LAND DEVELOPMENT ORDINANCE, SPECIFICALLY THE SITE DEVELOPMENT REGULATIONS FOR R-2 ZONING DISTRICTS TO ALLOW MAXIMUM BUILDING COVERAGE TO BE INCREASED FROM 35 PERCENT TO 50 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT AND TO INCREASE MAXIMUM IMPERVIOUS COVERAGE FROM 55 PERCENT TO 65 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES.

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

Section 1. That the City of Columbus, Nebraska under Ordinance 96-09 adopted the Land Development Ordinance for the City of Columbus, Zoning Chapter, on March 18, 1996, and adopted August 4, 1997 as the official Zoning Code of Columbus by Ordinance 97-17.

Section 2. That the Zoning Chapter of the Land Development Ordinance for the City of Columbus, Table 4-3, Site Development Regulations for R-2 Zoning Districts is hereby amended to increase the "Maximum Building Coverage" from 35 percent to 50 percent with approval of a Special Use Permit, and to increase the "Maximum Impervious Coverage" from 55 percent to 65 percent with approval of a Special Use Permit.

Section 3. This Ordinance shall repeal all ordinances or portions thereof in conflict herewith.

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law. Publication shall be in pamphlet form as authorized by 16-405 of the Nebraska Statutes with distribution to be made by making copies available to any interested parties at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 19- 42

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

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

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

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

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

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

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

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

provisions.

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

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

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

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

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

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

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

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

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

(G) Table R301.2(1) of the 2012 International Residential Code is hereby amended

to read as follows:

TABLE R301.2(1)

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

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

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

accordance with Section R302.4.

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

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

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

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

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

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

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

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

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

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

(N) Section R322 of the 2012 International Residential Code is hereby amended to read as follows:

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

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

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

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

Exceptions:

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

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

R405: Subsurface Drainage.

Section 1.

Drainage System. All residential dwellings located within the City limits of the City of Columbus or within the extraterritorial jurisdiction of the City, shall have installed, unless a waiver is obtained as provided herein, a system to remove subsurface water from below grade habitable space. The systems

for removing the water may be a coarse gravel base, subsoil drain, both of which are described herein, or any other system or combinations thereof when approved by the Building Official of the City of Columbus.

Section 2.

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

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

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

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

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

Section 3.

Administration. The Building Official shall approve all drainage systems prior to and during their installation.

The requirements to install a drainage system for the removal of subsurface

water may be waived under the following conditions:

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

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

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

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

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

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

Section 4.

Default. Failure to comply with the terms of this Section, by the owner of any building covered by this Section or by the owner of any real property included within the terms of this Section may result in the denial of the

building permit application and a fine of \$100 per day that the building does not conform to the above requirements.

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

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

Chapter 11: Manufactured Home Dwellings.

Section 1.

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

Section 2.

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

- a. The home shall not have less than 900 square feet of floor area;
- b. The home shall not have less than an 18 foot exterior width;
- c. The roof shall be pitched with a minimum vertical rise of 2.5" for each 12" of horizontal run;
- d. The exterior material shall be of a color, material and scale comparable with those existing in the residential site in which the manufactured home dwelling is being permanently installed;
- e. The home shall have a nonreflective roof material which is or simulates asphalt or wood shingles, tile or rock;
- f. Permanent utility connections shall be installed in accordance with local regulations;

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

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

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

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

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

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

150.999 PENALTY.

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

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

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

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

Section 5. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

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

The amendments for consideration include;

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

Daniel Curtis

Daniel Curtis
Community Development Director

DC:srr:

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

* Will be part of new Code

**Still on 2006 IRC

2012 IRC

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

Exceptions:

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

R302.5 Dwelling/garage opening/penetration protection.

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

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

ORDINANCE NO. 19-_____

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

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

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

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

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

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

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

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

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

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

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

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

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

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

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

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

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

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

TABLE R301.2(1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

amended to read as follows:

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

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

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

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

Exceptions:

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

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

R405: Subsurface Drainage.

Section 1.

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

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

Section 2.

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

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

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

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

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

Section 3.

Administration. The Building Official shall approve all drainage systems

prior to and during their installation.

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

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

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

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

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

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

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

Section 4.

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

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

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

Chapter 11: Manufactured Home Dwellings.

Section 1.

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

Section 2.

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

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

installed;

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

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

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

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

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

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

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

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

150.999 PENALTY.

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

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

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

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

Section 5. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 19-35

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the City of Columbus desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Columbus PACE District, as authorized by Nebraska Revised Statute Sections 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of Columbus and its extraterritorial jurisdiction.

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

Section 1. Findings and Determinations. That the City Council of the City of Columbus, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to NEB. REV. STAT. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and NEB. REV. STAT. § 13-3204, the City of Columbus is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City and its extraterritorial jurisdiction. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, NEB.

REV. STAT. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to NEB. REV. STAT. § 13-3210.

Pursuant to the Act and NEB. REV. STAT. § 13-3204(1) the governing body of the City of Columbus (i.e. the City Council and Mayor) shall be the governing body for any clean energy district created by the City.

The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Section 2. Title and Definitions. That this Ordinance shall be known and may be cited as "The City of Columbus Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in NEB. REV. STAT. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Columbus Area PACE District (CAPD), created pursuant to this Ordinance, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City and its extraterritorial jurisdiction.

"District Administrator" means 1) the City Administrator of the City; 2) a designated representative of the City Administrator of the City; 3) another employee of the City designated by the City Administrator.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, including multi-family residential property having more than four dwelling units, agricultural and industrial property located in the District.

Section 3. District Boundaries and Requirements Pursuant to NEB. REV. STAT. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements/projects and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City and its extraterritorial jurisdiction, as allowed pursuant to NEB. REV. STAT. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including NEB. REV. STAT. § 13-3205(1), which provides for repayment of the

costs financed through annual assessments upon the qualifying property benefited by the energy project.

- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B" for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:
 - i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
 - d) Project description;
 - e) Total project cost;
 - f) Description of proposed improvements;
 - g) Description of energy efficiency project to be financed;
 - h) Amount of requested assessment;
 - i) Interest rate on the PACE assessment and any required fees;
 - j) Term of assessment;
 - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
 - l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
 - m) Title report showing any mortgage or lien holders;
 - n) Lender consent;

- o) Projected jobs created by PACE project;
 - p) Project environmental benefits;
 - q) Funding source;
 - r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.
- ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the Mayor of the City. The appeal shall be mailed by certified mail or hand delivered to the Mayor within fourteen days after the denial. The Mayor will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the Mayor will make the final decision.
- iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
 - a) Delinquent ad valorem taxes;
 - b) Delinquent personal property taxes;
 - c) Delinquent special assessments;
 - d) Overdue or delinquent water or sewer charges;
 - e) Involuntary liens, including but not limited to construction liens;
 - f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
 - g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.
- iv. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
- v. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

- F. Pursuant to NEB. REV. STAT. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act; and, direct collection, whereby a third-party lender remits assessment invoices to the borrower and the borrower remits payments to the third-party lender directly shall be permitted.
- G. The District shall establish procedures to determine the following in the future:
 - i. Provisions for an adequate debt service reserve fund created under Section 13-3209, if applicable;
 - ii. Provisions for an adequate loss reserve fund created under Section 13-3208, if applicable; and
 - iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program.
- H. The term of the annual assessments shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.
- I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.
- J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in NEB. REV. STAT. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.
- K. In connection with providing PACE financing, the City will provide for marketing and participant education.
- L. The applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.
- M. For energy projects involving residential property:
 - i. Any interest rate on assessment installments shall be a fixed rate; and
 - ii. The repayment period for assessments shall be set according to a fixed repayment schedule.

- N. For single-family residential property, the clean energy assessment district shall comply with the Property Assessed Clean Energy Act and with directives issued by the Federal Housing Administration and Federal Housing Finance Agency on or after January 1, 2016, relating to property assessed clean energy financing.

Section 4. Authorization for PACE Program. That, pursuant to NEB. REV. STAT. § 13-3204(1), the District shall be governed by the Columbus City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance. Any administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a financing agency for the purposes of providing conduit bond financing for the District or City.
- C. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

Section 5. Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers and other officials of the City, the District, and the County in which the City is located shall not be personally liable to any person for any claims, of whatever kind or nature, under or related to the City's participation in the District's PACE Program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program.

Section 6. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, and satisfaction of any conditions set forth in this Ordinance. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. §16-405 with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ASSESSMENT CONTRACT
REAL ESTATE COVENANT

THIS ASSESSMENT CONTRACT (hereinafter referred to as "Contract"), is made and entered into effective this ____ day of _____ 2019 (the "Effective Date") by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as "City"), as Governing Body for the _____ **COLUMBUS AREA PACE DISTRICT**, a Nebraska clean energy district (hereinafter referred to as "Energy District"), [**PACE LENDER**], a Nebraska limited liability company (hereinafter referred to as "Lender"), and [**Property Owner**], a Nebraska limited liability company (hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at [PACE Property Location], in the City of Columbus, Nebraska as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, City has adopted Ordinance No. 19-_____ (hereinafter referred to as the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (hereinafter referred to as the "Act"); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and

WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of _____ No/100ths Dollars (\$_____.00) (the "Loan"), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that "the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property"; and

WHEREAS, the City has agreed to direct the Platte County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. Sec. 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

"City Parties" shall have the meaning set forth in Section 14 hereof.

"County Treasurer" means the office of the Platte County Treasurer.

"Installment" means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"Lender Parties" shall have the meaning set forth in Section 15(a) hereof.

"Liabilities" shall have the meaning set forth in Section 14(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Agreement" shall mean the loan agreement entered into between the Property Owner and the Lender.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 16 hereof and any and all other fees to be paid to County Treasurer, the Lender, or any other party by the Property Owner in connection with the Loan.

"Loan Documents" shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Assessment" means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

"PACE Assessments" means more than one PACE Assessment.

"Project" means the planning, design, and installation of the energy efficiency improvements on the Property.

"Register of Deeds" means the office of the Register of Deeds for Platte County.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on April 1 and August 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, _____, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the Energy District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installments.

3. Consent to PACE Assessments.

(a) By entering into the Contract, the Energy District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the Energy District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the PACE Assessments, and further consents to the levy of the Installments; (ii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iii) that delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may cause a payment to be made to the County Treasurer in addition to such Installments a fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before May 1 and the second on or before September 1 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, if a PACE Assessment comes due on December 31, 2020, the PACE Assessment payment for Tax Year 2020 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 1, 2021, and delinquent on April 2, 2021, and (ii) the second instalment of one-half of the PACE Assessment shall be due and payable on or before August 1, 2021, and shall be considered delinquent on August 2, 2021.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note, (ii) such default interest and fees and costs shall be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the Energy District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the Energy District. In addition, the Energy District shall record a PACE lien

on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the Energy District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the Energy District, the Energy District shall certify to the Property Owner and the Lender any and all amounts collected by the Energy District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the Energy District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the Energy District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by the Property Owner or the Energy District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the Energy District and the Property Owner. The Property Owner acknowledges that failure of the Energy District to remit any funds held by the Energy District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Platte County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The Energy District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. The Energy District Representations regarding Loan and Loan Documents. The Energy District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the Energy District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The Energy District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-Levy of PACE Assessments. If the Energy District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the Energy District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the Energy District shall take all necessary steps to cause a new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) ("Replacement Assessments"), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the

PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property.

12. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agree that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

13. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract with the City, or cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

14. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This

release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner's release of the City Parties. Notwithstanding the foregoing, the Property Owner's release under this section shall not extend to Liabilities arising from the City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

15. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Administrative Fees.

(a) The Property Owner agrees to pay a one-time administration processing fee to the Energy District in the amount of ____% of the Project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and __/100 Dollars (\$_____). Such payment shall be included in the initial Installment.

(b) The Installments shall include an administrative fee to be collected by the Energy District in the amount of \$_____ per Tax Year as of January 1st of each Tax Year. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

17. Project Completion. Upon completion of the Project, Property Owner will submit to the Energy District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to the Energy District the excess of the amount advanced over such actual cost of the Project and the Energy District shall remit the full amount thereof to the Lender.

18. Specific Acknowledgments of Property Owner. The Property Owner specifically attests and declares that:

(a) It has obtained an acknowledged and verified written contest and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated to the PACE lien established in Neb. Rev. Stat. 13-3206,

(b) There are no delinquent taxes, special assessment, water or sewer charges, or any other assessments levied on the property; that there are no involuntary liens on the property; and that the Property Owner is current on all debt secured by a mortgage or trust deed encumbering or otherwise securing the property.

(c) There are no delinquent annual assessments on the qualifying property which were imposed to pay for a different energy project under the Act.

(d) There are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

If to Lender:

with copy to:

If to the Energy District, to:

with copy to:

or to such other person or address as the Property Owner, City, Lender and the Energy District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the Energy District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents), and Property Owner, the Energy District and the Lender acknowledge and agree that there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The Energy District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the Energy District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the Energy District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or Energy District of any default or breach of this Agreement or the shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner 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 Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]

PROPERTY OWNER:

[OWNER/BUSINESS],

By: _____
[NAME], [TITLE] of [Business]

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/She is a [TITLE] of [BUSINESS], for and on behalf of said [BUSINESS], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

LENDER:

[PACE LENDER], a Nebraska limited liability company

By _____
[address], [Lender Contact]

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/she is the [Lender Contact] of [PACE Lender], a Nebraska limited liability company, for and on behalf of said [PACE Lender], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

COLUMBUS AREA PACE DISTRICT, a
Nebraska clean energy district

By: _____
On behalf of the City of Columbus, Nebraska, as the
governing body of the Columbus Area PACE
District

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/She is the authorized signatory of the Columbus Area PACE District, a Nebraska clean energy district, for and on behalf of said Columbus Area PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

EXHIBIT A

Legal Description of Property

[Insert legal description].

EXHIBIT B

Description of Project

[Narrative]

EXHIBIT C

SCHEDULE OF INSTALLMENTS

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.
2. There is no Installment due April 1, 20___. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement) on _____, 20___. Interest accrues from the date of disbursement at the interest rate described above. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (April 1, 20___), shall be disbursed to Lender at Closing.
4. After the initial Installment, the Energy District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the Energy District by Lender.
5. The above Installments shall include the County Treasurer Fee.

EXHIBIT D

Lender's Form of Installment Certification

Property Owner:

Property Tax Key: _____

Interest Rate: ***PACE rate TE***

Date of PACE loan: ***PACE closing date DT***

Payment Date	Date of PACE Loan	Installment	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification
04/1/19				
08/1/19				
04/1/20				
08/1/20				
04/1/21				
08/1/21				
04/1/22				
08/1/22				
04/1/23				
08/1/23				
04/1/24				
08/1/24				
04/1/25				
08/1/25				
04/1/26				
08/1/26				
04/1/27				
08/1/27				
04/1/28				
08/1/28				

COLUMBUS PACE DISTRICT Program Manual

SUMMARY

Property Assessed Clean Energy, or PACE is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. The City of Columbus Ordinance no. [XXXX] passed by the Columbus City Council on November 4th, 2019 created the Columbus Area PACE District (CAPD) and provides further requirements for implementation of a PACE program in Columbus. The City Ordinance also directs the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This CAPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, and wastewater in our community as well as incentivize the use of renewable energy systems. The City of Columbus views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use, and to employ renewable energy systems.

Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, storm water or other eligible renewable energy systems and utility projects or equipment under the CAPD program consistent with this section.

Boundaries of the CAPD

Currently, only qualifying projects located within the Columbus city limits and its extraterritorial jurisdiction (“ETJ”) are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the CAPD upon establishment of an inter-local agreement.

Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the CAPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) agricultural and industrial PACE projects.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the CAPD. The types of project improvements eligible for PACE financing within the CAPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent of the total cost of the energy;
- (n) Waste recycling systems and support equipment;
- (o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;
- (p) Renewable energy systems including but not limited to the following:
 - (i) Nonhazardous biomass;
 - (ii) Solar and solar thermal energy;
 - (iii) Wind energy;
 - (iv) Geothermal energy;
 - (v) Methane gas captured from a landfill or elsewhere; and
 - (vi) Photovoltaic systems;

(vii) Renewable energy system does not include an incinerator;

(viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

Timing and Eligibility

While applicants are encouraged to submit an application to the CAPD PACE program prior to or concurrently with the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions and building permit applications are available at www.columbusne.us.

Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under “Eligible Project Types” (above).

Eligible Costs

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects unless a waiver is granted. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City’s approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official will evaluate the methodology used to determine the energy savings calculations. Please include in the application an explanation of the methodology used to determine the SIR.

Applicants may request a waiver of the estimated economic benefit or SIR requirement and must submit a rationale for this request along with the application, if they choose to do so. The District Administrator may grant or deny the applicant’s request for a waiver.

Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the CAPD.

Costs associated with building to minimum requirements are eligible under the CAPD with the exception of new construction which is required to exceed such requirements as referenced above.

Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

Funding Level and Fees

The CAPD fee structure is set by the Columbus City Council and located in the Columbus Fee Schedule.

Fees effective 11/19/2019 are the following:

Application Fee	Administrative Fee	Annual Fee
\$1,000.00	1% of loan not to exceed \$40,000.00	\$500.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project.

The annual administrative fee will be collected throughout the life of the loan.

CAPD Application Instructions

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: www.columbusne.us, along with other PACE-related resources.

Your completed applications should be submitted to:

Tara Vasicek
City Administrator
City of Columbus, NE
2424 14th Street
Columbus, NE 68602
Tara.vasicek@columbusne.us
402.564.4232

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

Financing Details

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine the energy savings calculations.

Other Topics

Applying for both PACE and TIF

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

Who reviews the applications?

The District Administrator or the District Administrator's representative will review the applications. Please direct inquiries and submit your application to: tara.vasicek@columbusne.us

Who approves the applications?

The District Administrator approves or disapproves the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon material submitted by the applicant. The District Administrator may consult with other city staff and the city attorney as part of the application review process.



2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677
TELEPHONE (402) 562-4233
FAX (402) 563-1380
EMAIL tara.vasicek@columbusne.us
WEBSITE www.columbusne.us

Name of Project: _____

Property Owner Information

Legal Name of Property Owner (Applicant): _____

Contact Person: _____

Tax ID Number (FEIN or SSN): _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Property Information

Address: _____ City: _____ State: _____ Zip: _____

Property Legal Description: _____

Property Type: _____ Tax Key Number (APN#): _____

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____ Year Building Built: _____

Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? Yes No

If yes, please provide details:



Office Use Only

Rec'd By	Date Rec'd	PACE Application Fee (Due at Submission)	Administrative Fee (Due at Closing)

Approved Condition(s): _____

Disapproved Reason(s): _____

By: _____ Date: _____

Project Narrative: Briefly describe the overall project. *Submit separate sheets if necessary.*

Project Details: *Submit separate sheets if necessary*

Measure #	Description /Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over term of financing period rather than useful life, unless useful life is less than the term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy, Water & Waste Savings	Year #1 Maintenance & Operational Savings	Over Term Energy, Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste +O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (in kBtu, kwh or therms)							
Estimated total water savings (gal.), and/or waste reduced/recycled (tons)							
On-site renewable capacity (In kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits <i>Please specify which</i>							
Name, credentials, contact info of agent determining energy & water savings data							

Total costs of improvements/measures	
Name of General Contractor firm Licensed in NE & bonded? Yes/No	
General contractor contact person Contact person phone Contact person email	
Optional: Energy Subcontractors (if any) <i>(after name, indicate if licensed and bonded)</i>	
Projected Jobs created by PACE Project and Project Environmental Benefits	

Mortgage Lien & Deed of Trust Holder Information: *Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)*

Financial institution name	
Financial institution contact person	
Contact person phone & email	

Financing Details

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (<i>in years</i>)	
Proposed interest rate and any Fees	
Annual assessment amount	
LVPD administrative fee	
Financing closing date (est.)	

Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.

- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to construction liens for this property.
- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.
- The property owner is solvent and has no significant pending legal action.
- There are no unresolved or pending violations or complaints of violations of the Columbus Municipal Code for this property.
- The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer. *
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- Energy savings report indicating estimated energy savings and estimated cost savings for the energy project. *
- Whether the applicant is requesting a waiver of the estimated economic benefit requirement.
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (*attach consent document*)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- If the property owner wishes to request a waiver of the estimated economic benefit requirement, please attach a brief explanation for the request.
- Funding source.*
- Assessment contract.
- Completed application or attachments with required information.

*** included on application form or as attachment.**

Submission Instructions

Submit this application and necessary documents to:

**Tara Vasicek
City Administrator
City of Columbus, NE
2424 14th Street
Columbus, NE 68601
tara.vasicek@columbusne.us
402.564.4232**

Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

RESOLUTION NO. R19-166

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING RESOLUTION NO. R19-134 (SCHEDULE OF FEES) BY ADDING FEES FOR THE COLUMBUS PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM PURSUANT TO THE ATTACHED AND INCORPORATED HEREIN SCHEDULE; 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 Resolution No. R19-134 (Schedule of Fees) is hereby amended by adding fees for the Columbus Property Assessed Clean Energy (PACE) Program, a copy of which is attached hereto and incorporated herein by this reference.

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

Introduced by Council Member _____

Passed and adopted this ____ day of _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ECONOMIC DEVELOPMENT

PACE (Property Assessed Clean Energy) Program:

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond