

City Council Regular Meeting
Monday, December 2, 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. ELECTION OF COUNCIL PRESIDENT

5. APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

A. Council Members John F. Lohr, Rich Jablonski, Beth Augustine-Schulte, and Troy Hiemer to the Public Finance, Judiciary, and Personnel Committee and Council Members Charlie Bahr, Dennis Kresha, J. Prent Roth, and Ron Schilling to the Public Property, Safety, and Works Committee.

6. 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 November 18, 2019, City Council meeting.

B. Resolution No. R19-170 approving renewal of Maintenance Agreement No. 8 with Nebraska Department of Transportation from January 1, 2020 to December 31, 2020, for maintenance of state highway system in city limits.

C. Resolution No. R19-171 authorizing payment of various improvement projects.

D. Payroll and bills on file.

7. APPROVAL OF MINUTES - Included in Consent Agenda

8. SPECIAL PRESENTATIONS - None

9. PUBLIC HEARINGS

A. Public hearing - Consider authorization of acquisition of various interests in real estate in Deer Run Estates Second Subdivision in conjunction with installation, maintenance, and operation of a lift station.

1. Resolution No. R19-172 authorizing acquisition of certain interests in real property in Deer Run Estates Second Subdivision for installation, maintenance, and operation of a lift station.

2. Resolution No. R19-173 approving purchase agreement with Meadow Ridge Properties, LLC in the amount of \$8,000 for a portion of land and easements in conjunction with construction, maintenance, and operation of a lift station.

B. Public hearing - Town hall meeting to consider Northeast Nebraska Solid Waste Coalition budget for fiscal year ending September 30, 2020.

10. PETITIONS AND COMMUNICATIONS - None

11. REPORTS OF CITY OFFICES - None

12. REPORTS OF COUNCIL COMMITTEES - None

13. REPORTS OF SPECIAL COMMITTEES - None

14. REPORTS ON LEGISLATION - None

15. NEW BUSINESS

A. Quote from Butler Human Services Furniture in the amount of \$11,378.48 for beds and mattresses at new fire station.

B. Quote from Security Equipment, Inc. in the amount of \$17,113 for additional security features at new police facility.

C. Comments from mayor and city council members.

16. RESOLUTIONS

A. Resolution No. R19-174 approving agreement with Board of Regents of the University of Nebraska, on behalf of University of Nebraska Medical Center, for forensic and crime lab testing services.

B. Resolution No. R19-175 approving agreement with Gilmore & Associates, Inc. in the amount of \$34,000 for design and construction phase services for Lift Station No. 10

Relocation and Reconstruction Project.

17. ORDINANCES ON FIRST READING - None

18. ORDINANCES ON SECOND READING - None

19. ORDINANCES ON THIRD READING - None

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

21. UNFINISHED BUSINESS - None

22. ADJOURNMENT

The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: November 27, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments to Council Committees

With your permission, I wish to submit the following names for reappointment at the City Council meeting of December 2, 2019. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

PUBLIC FINANCE, JUDICIARY AND PERSONNEL COMMITTEE

- John F. Lohr
- Rich Jablonski
- Beth Augustine-Schulte
- Troy Hiemer

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

- Charlie Bahr
- Dennis Kresha
- J. Prent Roth
- Ron Schilling

At the first committee meeting, both committees will need to select their own Chair and Vice Chair for a one-year term, neither of which shall be the President of the Council.


James B. Bulkley, Mayor

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on November 18, 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, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Rich Jablonski was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Community Development Director Dan Curtis, Police Chief Chuck Sherer, Police Officer Santiago Velasquez, City Planner Trevor Harlow, 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 Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
 - 4.A. **Minutes of November 4, 2019, City Council meeting.**
 - 4.B. **Resolution No. R19-167 approving Crack and Joint Sealing Program agreement with Nebraska Department of Transportation Aeronautics Division in the amount of \$28,512.05 for crack and joint sealing at Columbus Municipal Airport.** Resolution No. R19-167 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION IN THE AMOUNT OF \$28,512.05 FOR CRACK AND JOINT SEALING AT THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH

IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

4.C. Resolution No. R19-168 authorizing payment of various improvement projects. Resolution No. R19-168 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. - POLICE STATION \$633,337.12; B-D CONSTRUCTION, INC. - FIRE STATION \$644,973.33; BIERMAN CONTRACTING, INC. - FRONTIER PARK RESTROOM \$16,409.35; ERIKSEN CONSTRUCTION CO., INC. - WWTF PHASE 4 \$286,866.00; GEHRING CONSTRUCTION & READY MIX, INC. - DOWNTOWN TRAFFIC SIGNAL RENO \$182,779.38.

4.D. Finance Department reports.

4.E. Payroll and bills on file. CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 11/29/19 Payroll \$535,713.46; A & D Technical 93.66 S; A to Z Messaging 105.00 S; Ace Hardware 715.05 S; Ace Sanitation 117.00 S; Advance Auto Parts 717.16 S; Ag Spray Equip 3,942.60 S; AlphaMedia 1,675.00 S; Amazon 99.74 S; APCO Int'l 94.00 S; Aqua-Pure 6,270.66 S; Assoc of State Floodplain Managers 165.00 S; Awards & Engraving 118.40 S; Battery Recyclers of America 2,780.00 S; B-D Const 1,278,310.45 CP; Beard-Warren 242.40 S; Behlen Towing 1,710.00 S; Bibliotheca 929.79 S; Bierman Contracting 16,859.35 CP; Black Hills Energy 3,230.21 S; Bound Tree Medical 190.78 S; Brite 1,980.00 S; Butler County Landfill 21,633.01 G; Cat's Pro Mow 200.00 S; Cavendish Square 236.90 S; Center for Municipal Solutions 4,500.00 S; Center Point Large Print 89.28 S; Central Parts 173.26 S; Central Valley Ag 283.20 S; Century Link 994.63 S; Club Prophet 90.00 S; CNC Repair 2,102.64 S; Col Chamber 1,440.00 S; CCH 1,691.69 S; Col Custom Embroidery 31.00 S; Col Steel 25.00 S; Telegram 2,081.74 S; Col Tire 412.00 S; Cornhusker Marriott 218.00 T; Cornhusker Power 911.27 S; Culligan 210.05 S; D & K Products 5,670.85 S; Danko Emergency Equip 283.00 S; DAS State Accounting 704.00 S; Douglas Dunbar 8,468.43 S,E; Eakes 926.41 S; Electrical Eng & Equip 58.30 S; Electronic Eng 167.23 S; Eriksen Const 286,866.00 CP; FBG 4,732.19 S; Ferrrellgas 147.70 S; First National Bank 17,381.15 E; Frontier 3,367.10 S; Gale 173.93 S; Galls 60.94 S; Gehring Const 185,692.96 S,CP; General Traffic Controls 2,871.75 S; Great Plains Bldg 110.99 S; Great Plains Comm 310.00 S; Gunslingers 298.00 S; Hadley-Braithwait 232.60 S; HDR 43,426.05 CP; Heartland Natural Gas 3,947.39 S; E Hernandez 4.72 E; Home Improvement 2,700.00 G; Mark

Howerter MD 598.00 S; B Hruska 27.96 E; Ingram Library Services 1,174.13 S; Jackson Services 1,712.48 S; JEO Consulting 2,592.50 CP; Kat's Car Wash 10.00 S; Keep Col Beautiful 1,012.00 G; Kelly Supply 1,957.64 S; Samantha Kooyman 30.00 S; M Kratochvil 29.78 E; Language Line 25.51 S; Lawson Products 130.62 S; Lifeguard MD 122.00 S; S Ligenza 107.88 E; K Lingenfelter 481.94 E; Lingo 59.59 S; Logan Contractors Supply 437.16 S; Loup Power 89,073.49 S; Lucity 17,279.43 S; M & L 4,984.65 S; M & O Door 678.29 S; Mail Prep 3,990.06 S; Matheson-Linweld 75.06 S; McDonalds 116.30 S; McMaster-Carr 251.14 S; Menards 1,400.45 S; Michael Todd 242.75 S; Mid-American Research 1,150.00 S; MW Laboratories 322.75 S; MW Tape 144.95 S; Mike's Towing 1,907.00 S; D Miller 20.00 E; D Miller 121.35 E; P Miller 151.35 E; Lauren Mrsny 150.00 R; MTM Recognition 2,572.04 S; Shane Mueller 146.50 S; NAPA 108.08 S; NE Emergency Service 195.00 T; NE Harvestore Systems 56,064.00 CP; NE Library Commission 500.00 S; NE Sports 56.00 S; NE-IA Industrial Fasteners 32.11 S; NENA 142.00 S; Newman Signs 48.88 S; Niche Academy 2,100.00 S; Niemann's Port-A-Pot 40.00 S; NE NE Solid Waste Coalition 72,468.91 S; NSAWWA 200.00 T; OCLC 1,218.43 S; Officenet 978.53 S; Olson's Pest Techn 146.00 S; Omaha Public Library 46.00 S; One Call Concepts 221.71 S; One Source 262.88 S; O'Reilly 513.40 S; Otte Electric 1,483.40 S; Pace Analytical 954.00 S; Pacific Window Tint 140.00 S; Peak Software 1,203.35 S; Pet Care 803.04 S; Pete Lien 5,395.09 S; Platte County 3,022.07 S; Register of Deeds 22.00 S; Platte Valley Comm 940.67 S; Power Tech 246.32 S; PowerPlan 199.70 S; Presto-X 92.00 S; Productivity Plus 989.37 S; Quick Med Claims 630.23 S; Ramada 11,653.98 S,T; Reardon 860.77 S; Recorded Books 232.95 S; Sapp Bros 14,083.03 S; SCG Consulting 1,050.00 CP; Cindy Schaf 91.14 G; Security Equip 401.75 S; ServiceMaster 255.00 S; Sherwin-Williams 916.61 S; State Fire Marshal Training Div 50.00 T; NE Dept of Revenue 50,931.91 S; Super Saver 48.78 S; Telecommunications Systems 1,554.00 S; Time Warner 8.37 S; Tire Outlet 20.00 S; TM Cleaning 200.00 S; Truck Center 403.44 S; TSP 927.00 CP; Twin Rivers Vet Clinic 549.07 S; Typhoon Wash 22.50 S; US Cellular 42.72 S; USA Blue Book 382.01 S; Van Diest 7,191.00 S; Verizon 3,068.21 S; VFW 2,288.00 S; Vol Fire 210.00 E; Waste Connections 195.00 S; Wellness Partners 10.00 S; West Point Implement 552.17 S; Western Filtration 830.19 S; Zee Medical 341.35 S. TOTAL \$2,848,105.94

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS:

6.A. Proclamation to give full support of and participation in the success of the 2020 Census. Bulkley proclaimed full support of and participation in the success of "Census 2020" and he encouraged all residents to participate in events and initiatives that will raise overall awareness of the 2020 Census and increase participation.

6.B. K9 Unit presentation. Sherer introduced Valasquez who has been assigned to be the handler of the new K9 unit and he thanked the community for their

support in helping achieve the goal of adding a K9 unit to the police department. Valasquez gave a brief history on the 20 month old Belgian Malinois named Eros, he described the extensive training he and Eros went through to qualify as a K9 unit, and he explained the various duties and responsibilities that he and Eros have as the K9 unit. Valasquez also demonstrated how Eros will alert and indicate the finding of a controlled substance.

7. PUBLIC HEARINGS:

7.A. Public hearing - Application of Gary Potter to rezone property located at 4180 48 Avenue from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

7.A.1. Ordinance No. 19-45 approving rezoning. The rules were suspended and Ordinance No. 19-45 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, UNDER ORDINANCE NO. 96-08, AS AMENDED, DATED MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOT 2, BLOCK A, HARRY POTTER SUBDIVISION, A REPLAT OF REICHE ADDITION, A MINOR SUBDIVISION TO THE CITY OF COLUMBUS, LOCATED IN A PORTION OF THE SE 1/4, SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA FROM "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT), TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES was read by number only with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent. Ordinance No. 19-45 was adopted with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES:**10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - November 12, 2019**

10.A.1. Results of postcard survey from property owners to pave 23rd Street and 48th Avenue area. The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with the creation of a street improvement district on 23rd Street from west of the railroad tracks by Howard Boulevard to the west corporate city limits and 48th Avenue from north of 23rd Street to south of the Bradshaw Park entrance. The report was adopted 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 was absent.

10.A.2. Results of postcard survey from property owners to pave alley between 14th and 15th Streets from 28th to 29th Avenues. The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with the creation of a street improvement district in the alley located between 14th and 15th Streets and 28th and 29th Avenues. The report was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

10.A.3. Request from Redstone Veterinary Hospital to create a Street Improvement District on 25th Street from 33rd Avenue west 255 feet. The Public Property, Safety, and Works Committee recommended to the mayor and city council to proceed with a postcard survey for a potential street improvement district on 25th Street from 33 Avenue west 255 feet. The report was adopted with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Plans, specifications, and estimate of cost in the amount of \$500,000 for Asphalt Paving Improvements 2020 and authorization to advertise for bids. (Plans and specifications on file in Engineering Department.) The plans, specifications, and estimate of cost for Asphalt Paving Improvements 2020 were approved and staff was authorized to advertise for bids with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

- 13.B. Plans, specifications, and estimate of cost in the amount of \$1,300,000 for Concrete Paving Improvements 2020 and authorization to advertise for bids. (Plans and specifications on file in Engineering Department.)** The plans, specifications, and estimate of cost for Concrete Paving Improvements 2020 were approved and staff was authorized to advertise for bids with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
- 13.C. Comments from mayor and city council members.** Roth expressed appreciation to Sherer, Valasquez, and Eros for the remarkable demonstration. Bulkley acknowledged Garrett Peabody, a boyscout in the audience who was in attendance at this meeting as part of a requirement to earn a merit badge.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R19-169 approving agreement with Columbus Police Department Fraternal Order of Police, Lodge No. 72 effective December 1, 2019 through December 31, 2024.** Resolution No. R19-169 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH THE CITY OF COLUMBUS POLICE DEPARTMENT FRATERNAL ORDER OF POLICE, LODGE NO. 72, EFFECTIVE DECEMBER 1, 2019 THROUGH DECEMBER 31, 2024, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 19-46 vacating certain easements in Farm View Subdivision.** The rules were suspended and Ordinance No. 19-46 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO VACATE CERTAIN EASEMENTS IN FARM VIEW SUBDIVISION, COLUMBUS, PLATTE COUNTY, NEBRASKA, LABELED ON THE PLAT OF FARM VIEW SUBDIVISION AS 5 FOOT UTILITY EASEMENT TO BE VACATED; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH, PROVIDING FOR AN EFFECTIVE DATE, AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent. Ordinance No. 19-46 was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:**
- 17.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.** 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 adopted with a motion by Lohr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
- 17.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.** 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 adopted with a motion by Kresha and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:36 p.m. with a motion by Schilling and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Jablonski was absent.

Presented and approved this 2 day of December, 2019.

ATTEST:

MAYOR

CITY CLERK

RESOLUTION NO. R19- 170

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A RENEWAL FOR MAINTENANCE AGREEMENT NO. 8 WITH THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE PERIOD JANUARY 1, 2020, TO DECEMBER 31, 2020, SETTING FORTH MAINTENANCE RESPONSIBILITIES OF THE CITY AND THE STATE REGARDING THOSE PORTIONS OF THE STATE HIGHWAY SYSTEM THAT LEAD INTO AND TRAVEL THROUGH THE CITY OF COLUMBUS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the renewal for Maintenance Agreement No. 8 with the State of Nebraska Department of Transportation for the period January 1, 2020, to December 31, 2020, setting forth maintenance responsibilities of the city and the state regarding those portions of the state highway system which lead into and travel through the city, a copy of which is attached hereto and incorporated herein by reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the city.

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: November 20, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Annual NDOT Highway Maintenance Agreement

RECOMMENDATION:

I recommend approval of the Resolution authorizing the Mayor to sign Maintenance Agreement No. 8 between the Nebraska Department of Transportation (NDOT) and the City of Columbus for highways located inside the corporate limits.

DISCUSSION:

This is a standard agreement the City approves annually. The reimbursement to perform surface maintenance was increased for the 2019 calendar year to \$2,100 per lane mile.

FISCAL IMPACT:

The City will receive \$2,100 per lane mile to maintain the 24.48 lane miles of State highway within the City corporate limits for the period between January 1, 2020, and December 31, 2020. Total due the City per the Agreement is \$51,408.

ALTERNATIVE:

None.

SIGNATURE:

By:  _____

Approved By:  _____

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 8
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Columbus
Municipal Extensions in Columbus

We hereby agree that Maintenance Agreement No. 8 described above be renewed for the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2017 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of Columbus

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Columbus

Date: 11/14/19

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 24.48 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

24.48 lane miles x \$2,100.00 per lane mile = \$51,408.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. Corporate Limits to 16th Ave. (Leave Corporate Limits)	30	377.85	380.50	2.65	4	10.60	10.60	0.00
10th Ave. Corporate Limits re-enter East Corporate Limits	30	380.76	382.53	1.77	4	7.08	7.08	0.00
Jct. US-30/23rd St. to N.W. Corporate Limits	81	111.89	113.59	1.70	4	6.80	6.80	0.00
Total Lane Miles				6.12		24.48	24.48	0.00

RESOLUTION NO. R19- 171

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

Gehring Construction & Ready Mix, Inc. Downtown Traffic Signal Reno \$ 2,990.70

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

Gehring Construction & Ready Mix, Inc. Downtown Traffic Signal Reno \$ 2,990.70

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Contractor's Application for Payment No. 3

COPY

	Application Period: 11/4/19 to 11/18/19	Application Date: 11/18/2019
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix, Inc.	Engineer: JEO Consulting Group
Project: Columbus Downtown Area Traffic Signal Renovations	Contract: Curb Ramps and Traffic Signals	
Owner's Contract No.:	Contractor's Project No.: NA	Engineer's Project No.: JEO 180540.00

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions			
				1. ORIGINAL CONTRACT PRICE.....	\$	\$833,718.24
				2. Net change by Change Orders.....	\$	
				3. Current Contract Price (Line 1 ± 2).....	\$	\$833,718.24
				4. TOTAL COMPLETED AND STORED TO DATE		
				(Column F total on Progress Estimates).....	\$	\$341,633.75
				5. RETAINAGE:		
				a. 10% X \$247,467.68 Work Completed.....	\$	\$24,746.77
				b. 10% X \$94,166.07 Stored Material.....	\$	\$9,416.61
				c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$34,163.38
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$307,470.38
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$304,479.68
				8. AMOUNT DUE THIS APPLICATION.....	\$	\$2,990.70
				9. BALANCE TO FINISH, PLUS RETAINAGE		
				(Column G total on Progress Estimates + Line 5.c above).....	\$	\$526,247.87
TOTALS						
NET CHANGE BY						
CHANGE ORDERS						

Contractor's Certification

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

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

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

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

Contractor Signature: Gehring Construction & Ready Mix, Inc.

By: Stephen Anderson Date: 11-14-19

Payment of: \$ 2,990.70
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 11/18/19
(Date)

Payment of: \$ 2,990.70
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

CIP 20-73
200-200-57300

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 12/03/2019 - 12/03/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
42766	BENDER MATTHEW & CO	11/11/2019	12/03/2019	6,817.69	6,817.69	Open	N
42851	GEARGRID CORPORATION	11/19/2019	12/03/2019	6,523.00	6,523.00	Open	N
42832	LARSON FAMILY REAL ESTATE	11/25/2019	12/03/2019	9,800.90	9,800.90	Open	N
42618	MOTOROLA SOLUTIONS INC.	09/01/2019	12/03/2019	7,235.90	7,235.90	Open	N
42581	SIPPLE, HANSEN, EMERSON,	11/14/2019	12/03/2019	6,870.95	6,870.95	Open	N

# of Invoices:	5	# Due:	5	Totals:	37,248.44	37,248.44
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 37,248.44 37,248.44

--- TOTALS BY FUND ---

100 - GENERAL FUND	13,688.64	13,688.64
211 - 1/2 CENT SALES TAX	13,758.90	13,758.90
480 - COMMUNITY REDEVL AUTH	9,800.90	9,800.90

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	13,688.64	13,688.64
211 - 1/2 CENT SALES TAX	13,758.90	13,758.90
482 - SLUMBERLAND	9,800.90	9,800.90

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
12/03/2019	INVOICE	164960/5	SWITCHES	6.98	
12/03/2019	INVOICE	164897/5	SUPPLIES	25.90	
12/03/2019	INVOICE	164941/5	FLAGS	67.98	
12/03/2019	INVOICE	164943/5	SUPPLIES	20.98	
12/03/2019	INVOICE	164969/5	SUPPLIES	4.59	
12/03/2019	INVOICE	164981/5	SUPPLIES	9.18	
12/03/2019	INVOICE	164964/5	BRUSH KNIFE	32.99	
12/03/2019	INVOICE	164995/5	REFLECTIVE NUMBERS	10.37	
12/03/2019	INVOICE	165035/5	SNOW PUSHER	28.99	
12/03/2019	INVOICE	165021/5	LAMP CLAMPS	20.98	
12/03/2019	INVOICE	165044/5	33 GAL BAGS	7.99	
12/03/2019	INVOICE	165062/5	SUPPLIES	34.35	
12/03/2019	INVOICE	165057/5	SPRAY PAINT	9.18	
			Total:	280.46	
			Net of 13 Invoices / 0 Checks	280.46	
00180	ADVANCE AUTO PARTS				
12/03/2019	INVOICE	5606932581634	BATTERY-UNIT 62S	111.77	
12/03/2019	INVOICE	5606932581630	SUPPLIES	3.78	
			Total:	115.55	
			Net of 2 Invoices / 0 Checks	115.55	
00501	AMAZON				
12/03/2019	INVOICE	945759477577	ACRYLIC BOXRS	67.19	
12/03/2019	INVOICE	468796686695	MATERIALS	239.35	
12/03/2019	INVOICE	968573487546	IPAD MINI CASES	35.97	
12/03/2019	INVOICE	598348644558	HOOKS, DEODORIZER BAGS	43.87	
12/03/2019	INVOICE	458764334947	INTERNET SAFETY/TECH POSTER	14.90	
12/03/2019	INVOICE	979837436744	PLANNER/HIGHLIGHTERS	25.64	
12/03/2019	INVOICE	588448497965	MATERIALS	22.97	
12/03/2019	INVOICE	796754965366	GLITTER GLUE PENS	6.46	
12/03/2019	INVOICE	499535854675	PUZZLES	90.50	
12/03/2019	INVOICE	935435784884	RICE CAKES	5.39	
12/03/2019	INVOICE	948674748847	PROGRAM SUPPLIES	66.89	
12/03/2019	INVOICE	754393464357	TRAINING MATERIALS, MAGNIFYING LENS	31.39	
12/03/2019	INVOICE	484956657599	KITCHEN TIMER	11.19	
12/03/2019	INVOICE	449574878883	MATERIALS	191.42	
12/03/2019	INVOICE	47985494977	PH TEST STRIPS/REAGENT BOTTLES	34.78	
12/03/2019	INVOICE	465963973358	INFRARED THERMOMETER	21.89	
12/03/2019	INVOICE	466855776637	CISCO SFP MODULE	55.99	
12/03/2019	INVOICE	574436357788	TONER CARTRIDGE	155.00	
12/03/2019	INVOICE	469963744783	TONER CARTRIDGES	175.78	
12/03/2019	INVOICE	534957545898	RJ45 MODULAR PLUG FOR CAT6 CABLE	24.04	
12/03/2019	INVOICE	458977449463	CABLE DROP OUT ACCESSORY	84.16	
12/03/2019	INVOICE	985688638367	A DOG'S JOURNEY VIDEO	5.99	
12/03/2019	INVOICE	535467759889	FORKLIFT CERTIFICATION KIT	199.99	
12/03/2019	INVOICE	649667676965	6' TWINKLE STAR TREES	64.99	
12/03/2019	INVOICE	644863646773	TONER CARTRIDGES	530.51	
12/03/2019	INVOICE	475554387756	17' MULT-USE LADDER	233.48	
12/03/2019	INVOICE	463766959389	DYMO LABELS	53.56	
12/03/2019	INVOICE	865435364976	TONER CARTRIDGES	255.88	
12/03/2019	INVOICE	978435847655	SURFACE MOUNT BOXES, DYMO LABELS/TAPE	103.71	
12/03/2019	INVOICE	959437593543	SURFACE MOUNT BOXES	23.97	
12/03/2019	INVOICE	468984357879	CABLES, OXFORDS-QM THALKEN	268.90	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	463978393759	CLIPBOARDS	10.12	
12/03/2019	INVOICE	456674565735	PENS AND REFILLS	27.98	
12/03/2019	INVOICE	4483656337887	DISCS, FOLDERS, MOISTENER	137.08	
12/03/2019	INVOICE	553385385444	ALL-WEATHER MARKERS	59.96	
12/03/2019	INVOICE	776949654886	BINDERS	63.84	
12/03/2019	INVOICE	478575345396	BATTERIES	31.00	
12/03/2019	INVOICE	444693784765	TYPEWRITER CORRECTIBLE RIBBON	22.09	
12/03/2019	INVOICE	856985758333	PAPER TOWELS	26.96	
12/03/2019	INVOICE	538957745549	BOXES, BATTERIES	93.25	
12/03/2019	INVOICE	968338558656	TRASH BAGS	40.46	
12/03/2019	INVOICE	457778675573	CD DVD SLEEVES	19.95	
12/03/2019	INVOICE	436347488445	RECORDABLE DISCS	72.65	
12/03/2019	INVOICE	696763658467	PLIERS	39.99	
12/03/2019	INVOICE	447466968698	TOILET TISSUE	64.82	
Total:				3,855.90	
Net of 45 Invoices / 0 Checks				3,855.90	
00455	AMERICAN PAYROLL INSTITUTE				
12/03/2019	INVOICE	353533	MEMBERSHIP DUES-HEATHER LINDSLEY	254.00	
Total:				254.00	
Net of 1 Invoices / 0 Checks				254.00	
00418	AQUA-CHEM INC				
12/03/2019	INVOICE	00192471	CHEMICALS	822.45	
Total:				822.45	
Net of 1 Invoices / 0 Checks				822.45	
10299	AWE ACQUISITION INC.				
12/03/2019	INVOICE	COPL19001-1	LEARNING BOARDS	65.00	
Total:				65.00	
Net of 1 Invoices / 0 Checks				65.00	
00614	AWWA				
12/03/2019	INVOICE	7001721452	2020 MEMBERSHIP DUES-SLIVA, EATON, WACHA	1,937.00	
Total:				1,937.00	
Net of 1 Invoices / 0 Checks				1,937.00	
00701	BENDER MATTHEW & CO				
12/03/2019	INVOICE	14626934	NICHOLS ON EMINENT DOMAIN W/ SERVICE	6,817.69	
Total:				6,817.69	
Net of 1 Invoices / 0 Checks				6,817.69	
01835	BOGUS RICHARD				
12/03/2019	INVOICE	110819ENG	APWA CONFERENCE MILEAGE	135.72	
Total:				135.72	
Net of 1 Invoices / 0 Checks				135.72	
01785	BOKF NA				
12/03/2019	INVOICE	COLUMBUSS15A	NE COMB REV REFUNDING BONDS SERIES 2015A	52,132.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	CITYOFCOL15C	COMB REV REFUNDING BONDS SERIES 2015C	1,401,288.75	
12/03/2019	INVOICE	COLUMBUSRE16	COMB REV REFUNDING BGONDS SERIES 2016	774,137.50	
12/03/2019	INVOICE	COLUMBUS15B	COMB REV REFUNDING BONDS SERIES 2015B	161,859.38	
12/03/2019	INVOICE	COLUMBUSCR18	COMBINED REVENUE BONDS, SERIES 2018	234,450.00	
Total:				2,623,868.13	
Net of 5 Invoices / 0 Checks				2,623,868.13	
00337	BOMGAARS				
12/03/2019	INVOICE	35546183	BUCKETS, QUICK SNAP	19.54	
12/03/2019	INVOICE	35548814	BULK BOLTS	19.06	
12/03/2019	INVOICE	35547622	KEROSENE, TIMER	96.97	
12/03/2019	INVOICE	35553937	SUPPLIES	12.62	
12/03/2019	INVOICE	35553854	COUPLER, ADAPTER	18.28	
12/03/2019	INVOICE	35554122	REBUILD KIT	94.68	
12/03/2019	INVOICE	35548296	GLOVES	166.37	
12/03/2019	INVOICE	35548377	CAULK GUNS	28.48	
12/03/2019	INVOICE	35548030	DRILL BITS, BOLTS, FASTENERS	22.02	
12/03/2019	INVOICE	35548451	LIFT ARM PINS	7.98	
12/03/2019	INVOICE	35546273	SPRAY PAINT	19.16	
12/03/2019	INVOICE	35546172	PLIERS	13.99	
12/03/2019	INVOICE	35555099	PRESSURE GAUGE	9.99	
12/03/2019	INVOICE	33543060	300' POLY ROPE	117.00	
Total:				646.14	
Net of 14 Invoices / 0 Checks				646.14	
03071	BOSWELL DAVID D				
12/03/2019	INVOICE	110819ENG	IECA CONFERENCE EXPENSES	138.20	
Total:				138.20	
Net of 1 Invoices / 0 Checks				138.20	
00008	CBS - REPORTING SERVICES				
12/03/2019	INVOICE	392690	MEMBERSHIP-12 MOS. @ 5.00	60.00	
Total:				60.00	
Net of 1 Invoices / 0 Checks				60.00	
03136	CENTRAL COMMUNITY COLLEGE				
12/03/2019	INVOICE	001717628	SYBRANT, WIESE, COLE LEADERSHIP TRAINING	2,100.00	
Total:				2,100.00	
Net of 1 Invoices / 0 Checks				2,100.00	
03137	CENTRAL PARTS & MACHINE				
12/03/2019	INVOICE	2875 001-390471	SWITCH	14.91	
12/03/2019	INVOICE	2725 001-390257	HOSE	21.09	
12/03/2019	INVOICE	2775 001-390614	STOCK SUPPLY-MINI BULBS	6.71	
12/03/2019	INVOICE	2775 001-390889	U-JOINT	22.05	
Total:				64.76	
Net of 4 Invoices / 0 Checks				64.76	
00036	COLUMBUS CUSTOM EMBROIDERY				
12/03/2019	INVOICE	E34049	FLEECE JACKET	58.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	E34159	POLOS	155.00	
12/03/2019	INVOICE	E34044	COMMUNITY CENTER SHIRTS	267.00	
12/03/2019	INVOICE	E34051	DAVE SLIVA JACKETS	130.00	
			Total:	610.00	
			Net of 4 Invoices / 0 Checks	610.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
12/03/2019	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT-DEC 19/JAN 20	17,850.00	
			Total:	17,850.00	
			Net of 1 Invoices / 0 Checks	17,850.00	
00436	COLUMBUS SAFETY & HEALTH COUNC				
12/03/2019	INVOICE	111919HR	2020 DUES-TAMMY ORENDER	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
03144	COLUMBUS TELEGRAM				
12/03/2019	INVOICE	880936	VETERAN'S DAY AD	45.00	
			Total:	45.00	
			Net of 1 Invoices / 0 Checks	45.00	
03143	COLUMBUS TIRE & SERVICE				
12/03/2019	INVOICE	1-7610	TIRE REPAIRS	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
01250	COMMONWEALTH ELECTRIC COMPANY				
12/03/2019	INVOICE	73052	EMERGENCY PHONE LINE FOR ELEVATOR	553.50	
			Total:	553.50	
			Net of 1 Invoices / 0 Checks	553.50	
02718	CORE & MAIN LP				
12/03/2019	INVOICE	L534427	PARTS	1,722.33	
			Total:	1,722.33	
			Net of 1 Invoices / 0 Checks	1,722.33	
03149	CULLIGAN OF COLUMBUS				
12/03/2019	INVOICE	238062	SUPPLIES	41.70	
			Total:	41.70	
			Net of 1 Invoices / 0 Checks	41.70	
00061	DALE JOHNSON TRUCKING				
12/03/2019	INVOICE	14169	GENERATOR MAINTENANCE	129.08	
			Total:	129.08	
			Net of 1 Invoices / 0 Checks	129.08	
00549	DHHS DIVISION OF PUBLIC HEALTH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	4988	A SLIVA-GRADE IV WATER OPERATOR LICENSE REN	115.00	
12/03/2019	INVOICE	4742	M EATON GRADE IV WATER OPERATOR LICENSE REN	115.00	
12/03/2019	INVOICE	2566	GRIFFITH-GRADE II WATER OPERATOR RENEWAL	115.00	
Total:				345.00	
Net of 3 Invoices / 0 Checks				345.00	
00623	DOHMEN GARAGE DOOR INC				
12/03/2019	INVOICE	4298	LIFTMASTER MODEL J-50-11L4	1,078.00	
Total:				1,078.00	
Net of 1 Invoices / 0 Checks				1,078.00	
03158	EAKES OFFICE SOLUTIONS				
12/03/2019	INVOICE	INV169227	COPIER CONTRACT	491.68	
12/03/2019	INVOICE	INV168900	COPIER CONTRACT	161.80	
Total:				653.48	
Net of 2 Invoices / 0 Checks				653.48	
03161	ELECTRICAL ENGINEERING &				
12/03/2019	INVOICE	6614025-00	SUPPLIES	368.76	
Total:				368.76	
Net of 1 Invoices / 0 Checks				368.76	
01597	ELECTRONIC ENGINEERING				
12/03/2019	INVOICE	855000703-1	SWITCH	7.20	
Total:				7.20	
Net of 1 Invoices / 0 Checks				7.20	
03162	ELLER HEATING AIR CONDITIONING				
12/03/2019	INVOICE	191011-1	REFLUE LINE AT AIRPORT HANGER-DAY 2	408.00	
Total:				408.00	
Net of 1 Invoices / 0 Checks				408.00	
03164	ERNST AUTO CENTER				
12/03/2019	INVOICE	6080898/1	BATTERY CHECK/REPLACE	48.00	
Total:				48.00	
Net of 1 Invoices / 0 Checks				48.00	
03168	FIRST NATIONAL BANK				
12/03/2019	INVOICE	F612 OCT	ACH/POSITIVE PAY FEES	570.94	
Total:				570.94	
Net of 1 Invoices / 0 Checks				570.94	
02423	FIRST NATIONAL BANK OMAHA				
12/03/2019	INVOICE	1002160	SAFE DEPOSIT BOX ANNUAL RENTAL FEE	125.00	
Total:				125.00	
Net of 1 Invoices / 0 Checks				125.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03169 12/03/2019	FISHER SCIENTIFIC INVOICE	3367897	COORS EVAPORATNG DISH	227.70	
			Total:	227.70	
			Net of 1 Invoices / 0 Checks	227.70	
03172 12/03/2019 12/03/2019	GALLS LLC INVOICE INVOICE	014234605 014154736	LEATHER BELTS CARGO PANTS	45.80 470.42	
			Total:	516.22	
			Net of 2 Invoices / 0 Checks	516.22	
10303 12/03/2019	GEARGRID CORPORATION INVOICE	0018003-IN	LKR MOBILE 20WX72HX20D, HANGBAR KIT	6,523.00	
			Total:	6,523.00	
			Net of 1 Invoices / 0 Checks	6,523.00	
03174 12/03/2019 12/03/2019	GEHRING CONSTRUCTION & INVOICE INVOICE	43986 3	FRONTIER PARK RESTROOMS DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS CI	185.01 2,990.70	
			Total:	3,175.71	
			Net of 2 Invoices / 0 Checks	3,175.71	
00303 12/03/2019	GENE STEFFY FORD INVOICE	629335	CUT KEY	32.00	
			Total:	32.00	
			Net of 1 Invoices / 0 Checks	32.00	
03176 12/03/2019	GEOCOMM INC INVOICE	6665	GIS MAINTENANCE SERVICE	15,859.00	
			Total:	15,859.00	
			Net of 1 Invoices / 0 Checks	15,859.00	
03182 12/03/2019	HACH COMPANY INVOICE	11725464	FLOURIDE ACCUVAC, PK/25	103.56	
			Total:	103.56	
			Net of 1 Invoices / 0 Checks	103.56	
03183 12/03/2019	HADLEY-BRAITHWAIT COMPANY INVOICE	215204	TOWELS	79.90	
			Total:	79.90	
			Net of 1 Invoices / 0 Checks	79.90	
00272 12/03/2019	HAWKINS INC INVOICE	4616183	CHEMICALS	2,857.09	
			Total:	2,857.09	
			Net of 1 Invoices / 0 Checks	2,857.09	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00150 12/03/2019	HOMETOWN LEASING INVOICE	18	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
03192 12/03/2019	HY-VEE INC INVOICE	5836500288	CAKES FOR BANQUET	274.95	
12/03/2019	INVOICE	4809507881	PROGRAM SUPPLIES	23.97	
12/03/2019	INVOICE	5835926250	PROGRAM SUPPLIES	22.45	
12/03/2019	INVOICE	4809718741	PROGRAM SUPPLIES	9.99	
12/03/2019	INVOICE	5836192478	POP FOR STATION	59.00	
12/03/2019	INVOICE	4809495898	FOOD SUPPLIES FOR JFP	17.50	
12/03/2019	INVOICE	5836191607	25 CHICKEN DINNER MEALS	225.00	
			Total:	632.86	
			Net of 7 Invoices / 0 Checks	632.86	
03194 12/03/2019	INGRAM LIBRARY SERVICES, INC INVOICE	42720081	MATERIALS	335.55	
12/03/2019	INVOICE	42673987	MATERIALS	37.08	
			Total:	372.63	
			Net of 2 Invoices / 0 Checks	372.63	
02609 12/03/2019	ISLAND SUPPLY WELDING CO. INVOICE	637362	NONFLAMMABLE GAS	145.03	
			Total:	145.03	
			Net of 1 Invoices / 0 Checks	145.03	
03199 12/03/2019	JACKSON SERVICES INC INVOICE	4194781	SUPPLIES	2.70	
12/03/2019	INVOICE	4194780	UNIFORMS	88.40	
12/03/2019	INVOICE	4190531	UNIFORMS	257.11	
12/03/2019	INVOICE	4192991	UNIFORMS	16.24	
12/03/2019	INVOICE	4194788	UNIFORMS	257.11	
12/03/2019	INVOICE	4192985	SUPPLIES	68.21	
12/03/2019	INVOICE	4192993	MAT	20.25	
12/03/2019	INVOICE	4188735	SUPPLIES	77.69	
12/03/2019	INVOICE	4193013	SUPPLIES	58.59	
12/03/2019	INVOICE	4192992	UNIFORMS/SUPPLIES	62.42	
12/03/2019	INVOICE	4196397	UNIFORMS	101.87	
12/03/2019	INVOICE	4190545	UNIFORMS	88.40	
12/03/2019	INVOICE	4190546	SUPPLIES	26.88	
12/03/2019	INVOICE	4194770	UNIFORMS	113.43	
12/03/2019	INVOICE	4194771	SUPPLIES	12.02	
12/03/2019	INVOICE	4192170	UNIFORMS	113.43	
12/03/2019	INVOICE	4190534	SUPPLIES	17.05	
12/03/2019	INVOICE	4194712	SOAP	21.40	
12/03/2019	INVOICE	4190532	SUPPLIES	29.07	
12/03/2019	INVOICE	4194769	SUPPLIES	34.05	
12/03/2019	INVOICE	41296437	CREDIT FOR OVERCHARGES/ACCT 66	(619.80)	
12/03/2019	INVOICE	4196428	CREDIT FOR OVERCHARGES/ACCT 67	(593.05)	
			Total:	253.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 22 Invoices / 0 Checks	253.47	
03201 12/03/2019	K-C AUTO SUPPLY INC INVOICE	119897	ADHESIVE AND MANUAL GUN	118.17	
			Total:	118.17	
			Net of 1 Invoices / 0 Checks	118.17	
03202 12/03/2019 12/03/2019	KELLY SUPPLY COMPANY INVOICE INVOICE	12244645-0 12244585-0	SUPPLIES SUPPLIES	39.83 23.52	
			Total:	63.35	
			Net of 2 Invoices / 0 Checks	63.35	
03206 12/03/2019	KOCH EXCAVATING CO INC INVOICE	22581	DIRT HAULED BY MIDWEST CONT/DIKE RESTORATIOI	4,572.00	
			Total:	4,572.00	
			Net of 1 Invoices / 0 Checks	4,572.00	
02325 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019 12/03/2019	LA QUINTA INN & SUITES KEARNEY INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	510-988105 234-086815 295-277243 039-604474 642-089242 728-742257	GREG VACHA CHUCK SLIVA KRIS GERNSTEIN TUCKER STOCKWELL ANNETTE GRIFFITH MARTY EATON	329.85 329.85 329.85 329.85 329.85 329.85	
			Total:	1,979.10	
			Net of 6 Invoices / 0 Checks	1,979.10	
10301 12/03/2019	LARSON FAMILY REAL ESTATE INVOICE	12.15.2019	SLUMBERLAND BOND PAYMENT	9,800.90	
			Total:	9,800.90	
			Net of 1 Invoices / 0 Checks	9,800.90	
02596 12/03/2019 12/03/2019	LAWSON PRODUCTS INVOICE INVOICE	9307195007 9307194929	GLOVES, DRILL BITS SUPPLIES	334.21 27.99	
			Total:	362.20	
			Net of 2 Invoices / 0 Checks	362.20	
10302 12/03/2019 12/03/2019	LAYNE GRANTIE COMPANY INVOICE INVOICE	1708718 178649	EW WELLS 1, 3, 4 DOWNHOLE TV SURVEYS 2019 EW WELLS REHAB	2,538.00 21,104.00	
			Total:	23,642.00	
			Net of 2 Invoices / 0 Checks	23,642.00	
02806 12/03/2019 12/03/2019 12/03/2019	MACQUEEN EQUIPMENT INVOICE INVOICE INVOICE	P05110 P05111 P05112	TUBE BROOM 60" G/BROOM 21WPH G/BROOM 21WPH	443.86 600.00 600.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,643.86	
			Net of 3 Invoices / 0 Checks	1,643.86	
03217	MAILBOX				
12/03/2019	INVOICE	104993	POSTAGE	136.87	
12/03/2019	INVOICE	105006	POSTAGE	92.13	
12/03/2019	INVOICE	118484	POSTAGE	32.72	
12/03/2019	INVOICE	105053	POSTAGE	131.21	
12/03/2019	INVOICE	105099	POSTAGE	9.81	
12/03/2019	INVOICE	105118	POSTAGE	9.43	
12/03/2019	INVOICE	105163	POSTAGE	9.43	
12/03/2019	INVOICE	105181	POSTAGE	9.81	
12/03/2019	INVOICE	105264	POSTAGE	9.43	
12/03/2019	INVOICE	105313	POSTAGE	9.81	
12/03/2019	INVOICE	105325	POSTAGE	9.43	
12/03/2019	INVOICE	105372	POSTAGE	10.91	
12/03/2019	INVOICE	105380	POSTAGE	9.43	
12/03/2019	INVOICE	105396	POSTAGE	9.73	
12/03/2019	INVOICE	105415	POSTAGE	9.76	
12/03/2019	INVOICE	105425	POSTAGE	9.43	
			Total:	509.34	
			Net of 16 Invoices / 0 Checks	509.34	
00481	MAILFINANCE				
12/03/2019	INVOICE	N8021277	POSTAGE MACHINE LEASE	642.63	
			Total:	642.63	
			Net of 1 Invoices / 0 Checks	642.63	
00083	MECHANICAL SALES INC				
12/03/2019	INVOICE	48997	SERVICE SERESCO RTU #1	1,235.00	
			Total:	1,235.00	
			Net of 1 Invoices / 0 Checks	1,235.00	
03220	MENARDS				
12/03/2019	INVOICE	2727	SECTION TOGGLES	13.93	
12/03/2019	INVOICE	2685	3-1/2" OCT COVER BLANK	2.14	
12/03/2019	INVOICE	2378	SUPPLIES	14.56	
12/03/2019	INVOICE	2615	WOOD LATH	14.97	
12/03/2019	INVOICE	2646	DRIVEWAY PATCH	17.47	
12/03/2019	INVOICE	2628	CRACK FILLER	57.68	
12/03/2019	INVOICE	2326	VEHICLE MAINTENANCE SUPPLIES	14.05	
12/03/2019	INVOICE	2108	BULBS	45.35	
12/03/2019	INVOICE	2290	CLIPCASE FOR PHONE	11.99	
12/03/2019	INVOICE	2082	T12 BALLAST	62.94	
12/03/2019	INVOICE	2101	SAFETY HOODIE	29.99	
12/03/2019	INVOICE	2102	STOP RUST PRIMER/GLOSS	21.35	
12/03/2019	INVOICE	2116	GIFT CARD-KUEHLER RETIREMENT GIFT	200.00	
12/03/2019	INVOICE	2121	PVC BALL VALVE FIP	2.48	
12/03/2019	INVOICE	2124	1/2 HP SHALLOW WELL PUMP	144.54	
12/03/2019	INVOICE	2127	T12 BALLASTS	(62.94)	
12/03/2019	INVOICE	2128	HEAT GUN KIT, GORILLA TAPE	28.46	
12/03/2019	INVOICE	2298	300W MV COB 5K LED	29.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	648.93	
			Net of 18 Invoices / 0 Checks	648.93	
01939 12/03/2019	MENKE LONNIE INVOICE	811329	REIMBURSE CDL LICENSE	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
03222 12/03/2019	MID-AMERICAN RESEARCH INVOICE	0680803-IN	MICROFIBER WE TUBE MOP	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
00205 12/03/2019	MID-STATE ENGINEERING & INVOICE	18132	LIFT STATION-DEER RUN	2,062.50	
12/03/2019	INVOICE	18104	COLUBUS FIRE STATION	1,592.00	
12/03/2019	INVOICE	18106	COLUMBUS POLICE STATION	912.50	
			Total:	4,567.00	
			Net of 3 Invoices / 0 Checks	4,567.00	
03226 12/03/2019	MIDWEST SERVICE & SALES CO INVOICE	0027307	ROAD SIGNS	295.38	
12/03/2019	INVOICE	0027285	L.OADING ZONE/NO PKING SIGN	42.84	
			Total:	338.22	
			Net of 2 Invoices / 0 Checks	338.22	
02622 12/03/2019	MOTOROLA SOLUTIONS INC. INVOICE	8280818694	RADIO CONSOLES FOR NEW PD	7,235.90	
			Total:	7,235.90	
			Net of 1 Invoices / 0 Checks	7,235.90	
10225 12/03/2019	NAPA AUTO PARTS OF COLUMBUS INVOICE	673976	O RINGS	2.16	
12/03/2019	INVOICE	673042	SYN 15W50 QTS	54.00	
12/03/2019	INVOICE	673764	INSERT BRG	11.12	
12/03/2019	INVOICE	673722	TAPA CIRC FUSE HOLDER	12.24	
12/03/2019	INVOICE	673733	FUSE HOLDER	36.72	
			Total:	116.24	
			Net of 5 Invoices / 0 Checks	116.24	
00537 12/03/2019	NEBRASKA DEPT OF ENVIRONMENT INVOICE	0660	GRIFFITH-GRADE IV WWTF OPERATOR RENEWAL	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00444 12/03/2019	NEBRASKA PUBLIC HEALTH INVOICE	519992	TESTING	907.00	
			Total:	907.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	907.00	
03241	NEWMAN SIGNS INC.				
12/03/2019	INVOICE	TRFINV016839	SPECIAL TRAFFIC SIGNS	689.18	
12/03/2019	INVOICE	TRFINV017092	SUPPLIES	598.37	
12/03/2019	INVOICE	TRFINV017093	SUPPLIES	598.37	
12/03/2019	INVOICE	TRFINV017094	SUPPLIES	598.37	
12/03/2019	INVOICE	TRFINV017095	SUPPLIES	429.02	
12/03/2019	INVOICE	TRFINV017096	SUPPLIES	445.75	
12/03/2019	INVOICE	TRFINV017098	SUPPLIES	419.46	
12/03/2019	INVOICE	TRFINV017099	SUPPLIES	539.50	
12/03/2019	INVOICE	TRFINV017100	SUPPLIES	327.80	
12/03/2019	INVOICE	TRFINV017101	SUPPLIES	520.00	
12/03/2019	INVOICE	TRFINV017102	SUPPLIES	598.37	
12/03/2019	INVOICE	TRFINV017097	SUPPLIES	445.75	
			Total:	6,209.94	
			Net of 12 Invoices / 0 Checks	6,209.94	
00070	NORFOLK DAILY NEWS				
12/03/2019	INVOICE	121219LIBR	12 MONTH SUBSCRIPTION	208.00	
			Total:	208.00	
			Net of 1 Invoices / 0 Checks	208.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
12/03/2019	INVOICE	16-CD-201 DD 6	16-CD-201 DRAWDOWN #6 - ADMIN CHARGES	872.14	
12/03/2019	INVOICE	20560	REHAB ADMIN - OCTOBER 2019	310.70	
12/03/2019	INVOICE	20557	DPA REUSE ADMIN - OCTOBER 2019	300.00	
			Total:	1,482.84	
			Net of 3 Invoices / 0 Checks	1,482.84	
03249	OCCUPATIONAL HEALTH SERV				
12/03/2019	INVOICE	64665	PRE EMPLOYMENT TESTS	172.00	
12/03/2019	INVOICE	64646	EVIDENTIAL BREATH TESTS	273.00	
12/03/2019	INVOICE	64635	FLU SHOTS, HEP B ANTIGENS, PRE EMPL TESTING	923.00	
			Total:	1,368.00	
			Net of 3 Invoices / 0 Checks	1,368.00	
03171	OFFICENET				
12/03/2019	INVOICE	929343-0	POST IT NOTES. LEAGAL PADS	27.02	
12/03/2019	INVOICE	929496-0	PEN/ FINGERTIP MOISTENER	4.95	
12/03/2019	INVOICE	929371-0	tone CARTRIDGES	133.96	
12/03/2019	INVOICE	929508-0	BINDER CLIPS, RIBBON	10.70	
12/03/2019	INVOICE	929515-0	TONER	87.99	
12/03/2019	INVOICE	C929062-0	RETURN STAPLER	(20.42)	
12/03/2019	INVOICE	C 929914-0	RETURN PENS	(5.21)	
12/03/2019	INVOICE	930086-0	FRIXON PENS	3.94	
12/03/2019	INVOICE	929915-0	LETTER OPENERS	1.89	
12/03/2019	INVOICE	929924-0	FRIXON PENS	5.21	
12/03/2019	INVOICE	C 929508-0	RETURN BINDER CLIPS	(4.30)	
12/03/2019	INVOICE	929496-1	VELLUM PAPER	9.31	
12/03/2019	INVOICE	928923-0	SIGNS-CITY PLANNER	47.00	
12/03/2019	INVOICE	C 929052-0	RETURN HD STAPLER/STAPLES	(50.60)	
12/03/2019	INVOICE	929800-0	2X10 DESK HOLDER-HARLOW	22.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	C 929496-0	CREDIT RETURN	(1.85)	
12/03/2019	INVOICE	929933-0	ADHESIVE NOTES	6.27	
			Total:	277.91	
			Net of 17 Invoices / 0 Checks	277.91	
02852	OLSON'S PEST TECHNICIANS				
12/03/2019	INVOICE	155699	PEST CONTROL	47.00	
12/03/2019	INVOICE	155701	PEST CONTROL	47.00	
12/03/2019	INVOICE	155702	PEST CONTROL	47.00	
			Total:	141.00	
			Net of 3 Invoices / 0 Checks	141.00	
01307	ONE SOURCE				
12/03/2019	INVOICE	3279-20190831	BACKGROUND CHECKS	360.00	
			Total:	360.00	
			Net of 1 Invoices / 0 Checks	360.00	
02001	OPTIMIST CLUB OF COLUMBUS				
12/03/2019	INVOICE	111319LIB	2 DECORATE-A-DOORS	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
00176	O'REILLY AUTOMOTIVE INC				
12/03/2019	INVOICE	0681-424688	LINE REPAIR-WATER DEPT LIGHT	15.35	
12/03/2019	INVOICE	0681-424399	FILTERS	60.27	
12/03/2019	INVOICE	0681-424233	FILTERS/SPARK PLUGS	144.74	
			Total:	220.36	
			Net of 3 Invoices / 0 Checks	220.36	
00758	PLATTE COUNTY REGISTER OF				
12/03/2019	INVOICE	19-43	ORDINANCE NO 19-43	22.00	
			Total:	22.00	
			Net of 1 Invoices / 0 Checks	22.00	
03264	REARDON LAWN & GARDEN INC				
12/03/2019	INVOICE	508352-7848	WASHER	5.00	
12/03/2019	INVOICE	508352-7852	CHAIN SHARPENING	52.00	
12/03/2019	INVOICE	508352-7849	GAS/OIL MIX	12.99	
12/03/2019	INVOICE	508352-7842	MOWER PARTS	239.91	
			Total:	309.90	
			Net of 4 Invoices / 0 Checks	309.90	
02704	SANDRY FIRE SUPPLY LLC				
12/03/2019	INVOICE	INV-008043	GLOVES	281.15	
			Total:	281.15	
			Net of 1 Invoices / 0 Checks	281.15	
03274	SEARS COMMERCIAL ONE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/03/2019	INVOICE	030119021705	SERVICE AWARDS	229.98	
12/03/2019	INVOICE	030119021756	SERVICE AWARD-BRANDENBURGH	399.99	
			Total:	629.97	
			Net of 2 Invoices / 0 Checks	629.97	
03276	SHERWIN-WILLIAMS CO				
12/03/2019	INVOICE	19124-8	SPRDK SLD COL UTL-CHEYENNE RED	186.84	
			Total:	186.84	
			Net of 1 Invoices / 0 Checks	186.84	
01090	SHEVLIN SUPPLY				
12/03/2019	INVOICE	4142	PULL TOWELS	68.30	
12/03/2019	INVOICE	4147	TOILET TISSUE, CAN LINERS, URINAL SCREENS	154.35	
			Total:	222.65	
			Net of 2 Invoices / 0 Checks	222.65	
03277	SIPPLE, HANSEN, EMERSON,				
12/03/2019	INVOICE	103119ADMIN	OCTOBER LEGAL SERVICES	6,870.95	
			Total:	6,870.95	
			Net of 1 Invoices / 0 Checks	6,870.95	
02814	SOUTHERN CARLSON INC.				
12/03/2019	INVOICE	CB40697401	MASONRY BITS	31.63	
			Total:	31.63	
			Net of 1 Invoices / 0 Checks	31.63	
00105	SUPER SAVER				
12/03/2019	INVOICE	109253	GOOD AND SUPPLIES	90.27	
			Total:	90.27	
			Net of 1 Invoices / 0 Checks	90.27	
01602	SVOBODA LYNN				
12/03/2019	INVOICE	111719DISP	APCO CONFERENCE LODGING REIMBURSEMENT	218.00	
			Total:	218.00	
			Net of 1 Invoices / 0 Checks	218.00	
00110	SYSCO LINCOLN				
12/03/2019	INVOICE	261822224	FOOD SUPPLIES	2,381.18	
12/03/2019	INVOICE	261810949	FOOD AND SUPPLIES	1,577.24	
12/03/2019	INVOICE	261798387	FOOD AND SUPPLIES	1,692.11	
			Total:	5,650.53	
			Net of 3 Invoices / 0 Checks	5,650.53	
10271	THE HOME DEPOT PRO				
12/03/2019	INVOICE	521654467	DISINFECTANT CLEANER	59.79	
			Total:	59.79	
			Net of 1 Invoices / 0 Checks	59.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01233 12/03/2019	TOTALFUNDS INVOICE	MONTHLY	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03283 12/03/2019 12/03/2019	TRACTOR SUPPLY CREDIT PLAN INVOICE INVOICE	221080 223140	15W40 ALL FLEET SUPPLIES	229.94 208.22	
			Total:	438.16	
			Net of 2 Invoices / 0 Checks	438.16	
00550 12/03/2019 12/03/2019 12/03/2019 12/03/2019	TRUCK CENTER COMPANIES INVOICE INVOICE INVOICE INVOICE	208539J 208523J 208656J 208288J	VALVE ASSEMBLY PARTS RETURN CREDIT MAINTENANCE	104.22 427.34 (138.00) 24.55	
			Total:	418.11	
			Net of 4 Invoices / 0 Checks	418.11	
10298 12/03/2019 12/03/2019	TY'S OUTDOOR POWER & SERVICE INVOICE INVOICE	G077427 G078043	KN, 4500Z KUBOTA WG972-GL SUPPL.IES	26,379.25 304.61	
			Total:	26,683.86	
			Net of 2 Invoices / 0 Checks	26,683.86	
00100 12/03/2019	U & I SANITATION INVOICE	8604-334	GARBAGE SERVICE	41.75	
			Total:	41.75	
			Net of 1 Invoices / 0 Checks	41.75	
00289 12/03/2019	UNION PACIFIC RAILROAD CO INVOICE	90091822	PLAN REVIEW AND CONST/12AV OH AND CROSSING (3,519.59	
			Total:	3,519.59	
			Net of 1 Invoices / 0 Checks	3,519.59	
00032 12/03/2019	UNITED STATES POST OFFICE L INVOICE	PERM35	PERMIT 35 RENEWAL FEE	235.00	
			Total:	235.00	
			Net of 1 Invoices / 0 Checks	235.00	
00298 12/03/2019	UPS STORE INVOICE	2321	CUSTOM LAMINATING	102.40	
			Total:	102.40	
			Net of 1 Invoices / 0 Checks	102.40	
03294 12/03/2019 12/03/2019	USA BLUE BOOK INVOICE INVOICE	063517 064462	SIGNALMASTER FLOAT SWITCHES, PIPE MOUNT GLASS FIBER FILLER	257.80 1,040.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,298.20	
			Net of 2 Invoices / 0 Checks	1,298.20	
10300	UTILITY EQUIPMENT COMPANY				
12/03/2019	INVOICE	40056736-000	STOCK SUPPLY PARTS	3,190.58	
			Total:	3,190.58	
			Net of 1 Invoices / 0 Checks	3,190.58	
03299	WALMART COMMUNITY/GEGRB				
12/03/2019	INVOICE	928800748490	SUPPLIES	32.61	
12/03/2019	INVOICE	930700654202	ANTI-FREEZE FOR E44	21.92	
12/03/2019	INVOICE	930500839405	BANQUET SUPPLIES	9.68	
12/03/2019	INVOICE	930200150652	SUPPLIES	21.48	
12/03/2019	INVOICE	929300393189	SUPPLIES	16.96	
12/03/2019	INVOICE	929700048541	CANDY FOR KIDS PROGRAM	49.00	
12/03/2019	INVOICE	931000657758	SUPPLIES	9.35	
12/03/2019	INVOICE	930300165472	SUPPLIES	5.00	
12/03/2019	INVOICE	930100110253	SUPPLIES	85.47	
12/03/2019	INVOICE	930300158026	SUPPLIES	48.00	
12/03/2019	INVOICE	930800588972	SUPPLIES	34.62	
12/03/2019	INVOICE	930900720952	DVD	7.50	
12/03/2019	INVOICE	931200324105	SUPPLIES	35.91	
12/03/2019	INVOICE	9317002213694	INK	20.89	
12/03/2019	INVOICE	929500891647	SUPPLIES	14.40	
			Total:	412.79	
			Net of 15 Invoices / 0 Checks	412.79	
00290	WELLS FARGO BANK				
12/03/2019	INVOICE	CITY 15122019	COLUMBUS CITY NE COMB REV REF 8/12 FAST	112,585.00	
			Total:	112,585.00	
			Net of 1 Invoices / 0 Checks	112,585.00	
00385	WEST POINT IMPLEMENT OF				
12/03/2019	INVOICE	I588214	BALANCE DUE ON INVOICE	20.00	
12/03/2019	INVOICE	I588952	SKID SHOE	183.74	
			Total:	203.74	
			Net of 2 Invoices / 0 Checks	203.74	
10284	ZAKRZEWSKI BRANDON				
12/03/2019	INVOICE	111819WWCOLL	MEAL REIMBURSEMENT	13.77	
			Total:	13.77	
			Net of 1 Invoices / 0 Checks	13.77	
				invoices and 0 checks for 102 vendors:	2,930,437.65

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

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, will conduct a public hearing on December 2, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, concerning the adoption of a resolution authorizing to city to acquire various interests in real estate in the Deer Run Estates Second Subdivision to be used in conjunction with the installation, maintenance, and operation of a lift station. Said real property interests to be acquired are as follows: Ownership of the property legally described as: Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less; and

A temporary construction easement over and across the property legally described as: Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwestly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning; and

A permanent easement over and across the property legally described as: The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County Nebraska, less: Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, and at said time and place of said public hearing you may appear and be heard.

Dated this 21 day of November, 2019

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

Publish: 11:21:19
Two Affidavits of Publication

RESOLUTION NO. R19- 172

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AFTER NOTICE AND PUBLIC HEARING THEREON, AUTHORIZING THE ACQUISITION OF CERTAIN INTERESTS IN REAL PROPERTY IN THE DEER RUN ESTATES SECOND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FOR A PORTION OF LAND AND NECESSARY EASEMENTS TO BE USED IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND OPERATION OF A LIFT STATION.

BE IT RESOLVED, by the Mayor and Council of the City of Columbus, Nebraska, that the city acquire by purchase the following-described interests in the following-described real estate, to-wit:

Ownership of the property legally described as:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less.

A temporary construction easement over and across the property legally described as:

Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwestly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning.

A permanent easement over and across the property legally described as:

The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County

Nebraska, less:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning.

That the acquisition of said land and easements are needed for and in conjunction with proposed installation, maintenance, and operation of a lift station. The city shall proceed with negotiations to purchase such property with any purchase agreement to be reviewed and considered by the city as part of a separate resolution.

This resolution is passed by action taken in a public meeting after notice and public hearing.

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: November 25, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Extension District No.47, Deer Run Estates 2nd Subdivision
Authorization of Acquisition of Real Property Interests

RECOMMENDATION:

I recommend approval of the Resolution to provide authorization of acquisition of real property interest for the Sanitary Extension District No. 47 in Deer Run Estates 2nd Subdivision.

DISCUSSION:

The acquisitions include a partial 0.16 acre taking and a 20-foot temporary easement. An existing 30-foot permanent easement is part of the final plat of Deer Run Estates 2nd Subdivision. The partial taking and easements are shown on the Easement and Acquisition Map, Sanitary Extension District No. 47, Revision 1.

The authorization may occur following the public hearing in accordance with State Statute 18-1755.

FISCAL IMPACT:

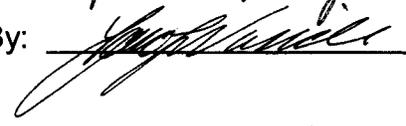
None.

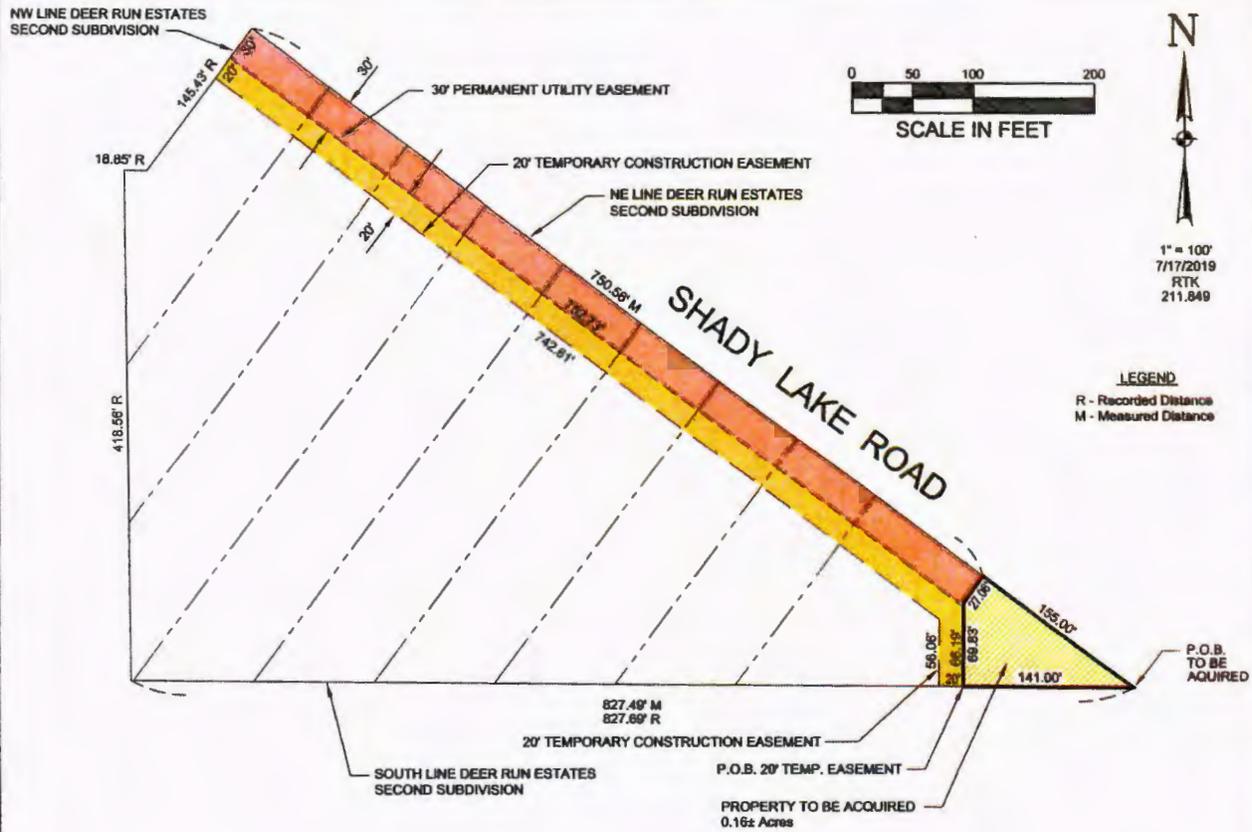
ALTERNATIVE:

Do not approve

SIGNATURE:

By: 

Approved By: 



EASEMENT AND ACQUISITION MAP

SEWER EXTENSION DISTRICT No.47

REVISION 1

PROPERTY TO BE ACQUIRED
DEER RUN ESTATES SECOND SUBDIVISION

LEGAL DESCRIPTION

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less.

20 FOOT TEMPORARY CONSTRUCTION EASEMENT

Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwesterly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning.

30 FOOT PERMANENT EASEMENT

The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska, less:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning.

RESOLUTION NO. R19-173

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PURCHASE AGREEMENT WITH MEADOW RIDGE PROPERTIES, LLC IN THE AMOUNT OF \$8,000 FOR A PORTION OF LAND, PERMANENT AND TEMPORARY EASEMENTS TO BE USED IN CONJUNCTION WITH CONSTRUCTION, MAINTENANCE, AND OPERATION OF A LIFT STATION; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with Meadow Ridge Properties, LLC in the amount of \$8,000 for a portion of land, permanent and temporary easements to be used in conjunction with construction, maintenance, and operation of a lift station, 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.

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: November 25, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Extension District No.47, Deer Run Estates 2nd Subdivision
Acquisition of Real Property Interests

RECOMMENDATION:

I recommend approval of the Resolution to provide acquisition of real property interest for the Sanitary Extension District No. 47 in Deer Run Estates 2nd Subdivision for a lump sum fee of \$8,000.

DISCUSSION:

The acquisitions include a partial 0.16 acre taking and a 20-foot temporary easement as shown on the attachment: Easements and Acquisition Map, Sewer Extension District No. 47, Revision 1. The fee amount was established by using property purchase amount per acre and is standard and customary.

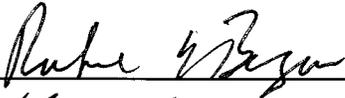
FISCAL IMPACT:

\$8,000 lump sum. Title insurance fees will be split evenly.

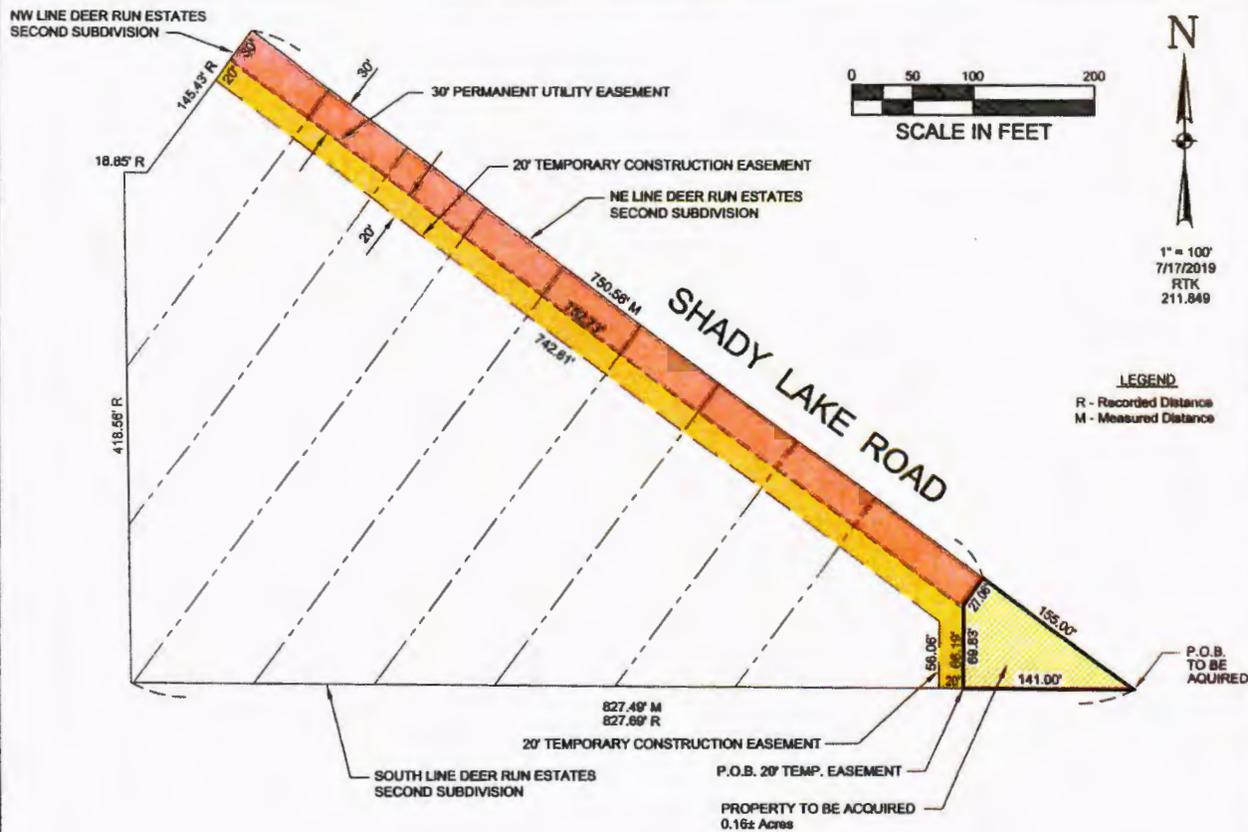
ALTERNATIVE:

Do not approve

SIGNATURE:

By: 

Approved By: 



EASEMENT AND ACQUISITION MAP

SEWER EXTENSION DISTRICT No.47

REVISION 1

PROPERTY TO BE ACQUIRED
DEER RUN ESTATES SECOND SUBDIVISION

LEGAL DESCRIPTION

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less.

20 FOOT TEMPORARY CONSTRUCTION EASEMENT

Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwesterly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning.

30 FOOT PERMANENT EASEMENT

The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska, less:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning.

PURCHASE AGREEMENT CONTRACT

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between Meadow Ridge Properties, LLC, located at 4811 37th Street, Columbus, Nebraska 68601 (hereinafter referred to as the "Seller"), and City of Columbus, a municipal corporation, 2424 14th Street, Columbus, Nebraska 68601 (hereinafter referred to as "Buyer").

1. **SALE.** Seller shall sell to Buyer, and Buyer shall purchase from Seller certain real property and easements (both a permanent easement and a temporary construction easement), which are all more particularly described as follows:

A. **REAL PROPERTY TO BE SOLD AND ACQUIRED.** Seller shall sell and convey, and Buyer shall purchase all that certain plot, piece and parcel of land situated, lying and being in Platte County, Nebraska, shall be referred to within this Agreement as the "Property", and which is legally described as follows:

**PROPERTY TO BE ACQUIRED
DEER RUN ESTATES SECOND SUBDIVISION**

LEGAL DESCRIPTION

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 55.00 feet, to the point of beginning, containing 0.16 acres, more or less.

B. **TEMPORARY EASEMENT TO BE SOLD AND ACQUIRED.** Seller shall sell and convey, and Buyer shall purchase the temporary right, privilege and easement of right-of-way to enter on to and upon the following described real property which is situated, lying and being in Platte County, Nebraska, which shall be referred to within this Agreement as the "Temporary Easement", and which is legally described as follows:

20 FOOT TEMPORARY CONSTRUCTION EASEMENT

Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwesterly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning.

The purposes of this Temporary Easement are to provide the Buyer, its successors, assigns, employees, agents, contractors, invitees, and licensees with access to the Property being acquired by the Buyer set forth in Paragraph 1(A) of this Agreement, for the purposes of constructing, installing, and initially operating a lift station at said real estate. The term of this Temporary Easement begins upon closing as set forth in Paragraph 3 and shall end upon completion of the above stated activity.

- C. **PERMANENT EASEMENT TO BE SOLD AND ACQUIRED.** Seller shall sell and convey, and Buyer shall purchase the permanent right, privilege, and easement of right-of-way to the following described real property which is situated, lying and being in Platte County, Nebraska, which shall be referred to within this Agreement as the “Permanent Easement”, and which is legally described as follows:

30 FOOT PERMANENT EASEMENT

The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska, less:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning.

The purposes of this Permanent Easement are to provide the Buyer, its successors, assigns, employees, agents, contractors, invitees and licensees, with permanent access to the Property being acquired by the Buyer set forth in Paragraph 1(A) of this Agreement for any reason whatsoever; including, but not limited to, the construction, maintenance, and operation of any lift station that may be or will be installed on said real estate. The term of this Permanent Easement begins upon closing as set forth in Paragraph 3 of this Agreement and shall run with the land (in perpetuity) of the servient estate of which it is granted.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Seller. Buyer agrees in consideration of purchase of the Property, the Temporary Easement, and the Permanent Easement to pay such sum in the following manner:

- A. The total sum of Eight Thousand Dollars and Zero Cents (\$8,000.00) on the date of closing.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place on or before the ____ day of _____, 2019, at a mutually agreeable location. The closing date may be changed by mutual agreement of the Parties. Buyer is entitled to exclusive possession of the Property effective immediately upon closing and access to the Temporary Easement and Permanent Easement as stated in Paragraph 1(B) and 1(C).

4. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the Property for 2018 and all prior years will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes for the tax year of 2019 shall be prorated as of the date of closing. Real estate taxes will be prorated on the basis of the Platte County Assessor’s current evaluation, and the most recently certified mail levy as of the date of proration. Any special assessment currently assessed or which may become assessed after the date of this agreement but prior to the closing date will be paid by the Seller prior to closing. Buyer assumes all assessments and special taxes subsequent to the closing date.

5. **PROPERTY INSURANCE.** During the term of this Contract, and until full payment of the purchase price hereunder, Seller shall secure, maintain and pay the premiums for the Property. Such insurance shall be written by a sound and reputable insurance company, in the full insurable value of all the Property to be insured. All policies of insurance shall provide that losses thereunder shall be paid to the parties hereto as their interest may appear. The insurance to be maintained as herein provided shall insure against loss by fire, tornado, flood, hail storm, vandalism, and negligence. All premiums for such insurance shall be paid by Seller when due and prior to delinquency. Seller shall also maintain liability insurance in a reasonable amount for the mutual benefit and protection of the parties hereto and shall provide proof of said policy and payment of premiums to the Buyer. The policy shall be made available to Buyer, together with proof of payment of premiums thereon.

6. **TERMINATION.** In the event Buyer desires to terminate this contract, it shall provide five (5) days written notice to Seller.

7. **DAMAGES AND REPAIRS TO PROPERTY.** In the event of any damages to the above-described Property, Seller shall be responsible for maintaining said Property at its cost. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

8. **MARKETABLE TITLE AND TITLE INSURANCE.** Seller agrees to convey good and marketable title, free of any and all encumbrances, except easements and restrictions of record, to the above described Property to Buyer by Warranty Deed upon closing. Seller shall further convey both the Temporary Easement and the Permanent Easement to Buyer upon closing. The Warranty Deed and Permanent Easement shall be properly recorded with the Platte County Register of Deeds upon closing. The Temporary Easement may be recorded with the Register of Deeds at the Buyer's discretion. Buyer shall secure an owner's policy from a reputable title insurance company protecting Buyer to the full amount of the purchase price hereunder against loss and damage by reason of defect in the title of Seller in the above-described Property or by reason of prior liens and encumbrances not assumed by the Buyer under this contract. Said title insurance and said Owner's policy shall be procured by Buyer as soon as reasonably possible. Each party shall pay-one half of the costs of the title commitment, with Seller reimbursing Buyer for Seller's portion. Seller agrees it shall not further encumber this Property during the term of this Contract.

9. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to:

Buyer at: 2424 14th Street, Columbus, Nebraska, 68601
Seller at: 4811 37th Street, Columbus Nebraska, 68601

10. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

11. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time

thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

12. **ATTORNEY FEES CLAUSE.** In the event of litigation relating to the subject matter of this Contract, the non-prevailing Party shall reimburse the prevailing Party for all reasonable attorney fees and costs resulting therefrom.

13. **AUTHORIZATION.** Seller's execution, delivery, and performance of this Contract and Warranty Deeds has been duly authorized by all necessary action(s) by the Seller 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 Seller, with any law, regulation, or court order that is applicable to the Seller in any way.

14. **BINDING EFFECT.** The Contract shall be binding upon and inure to the heirs, personal representatives, administrators, successors, assigns agents, contractors, invitees, and licensees of the respective Parties hereto.

15. **MERGER AND INTEGRATION CLAUSE.** This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This Contract may only be amended by a written document duly executed by all Parties.

IN WITNESS WHEREOF, Seller hereunto signs its name this 26 day of November, 2019:

Meadow Ridge Properties, LLC



By: Charles Seadschlag
as President and Member of, and on
behalf of, Meadow Ridge Properties, LLC

IN WITNESS WHEREOF, Buyer hereunto signs its name this 26 day of November, 2019:
City of Columbus:

By: James B. Bulkley, as Mayor of and on
behalf of the City of Columbus

APPROVED AS TO FORM:

CITY ATTORNEY

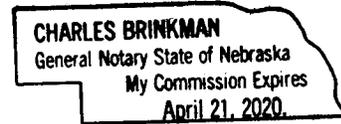
STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Charles Seedschlag, as President and Member of and on behalf of Meadow Ridge Properties, LLC, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this 20 day of November, 2019.



Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this ___ day of _____, 2019.

Notary Public

Sipple, Hansen, Emerson
Schumacher, Klutman &
Valorz
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2424 14th Street
Columbus, NE 68601

TEMPORARY EASEMENT

FOR ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Meadow Ridge Properties, LLC, a Nebraska Corporation (hereinafter referred to as "Grantor"), does hereby grant and convey unto The City of Columbus, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), the follows:

Grantor hereby grants and conveys to Grantee, its successors, assigns, employees, agents, contractors, invitees, and licensees a temporary easement over and upon the following-described real estate, to-wit:

20 FOOT TEMPORARY CONSTRUCTION EASEMENT

Beginning on the south line and 141.00 feet west of the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence northerly and perpendicular to the south line, 66.19 feet; thence northwesterly and parallel with the northeast line of said subdivision, 752.73 feet, to the northwest line of said subdivision; thence southwesterly along said northwest line, 20.00 feet; thence southeasterly and parallel with the northeast line of said subdivision, 742.61 feet; thence southerly and perpendicular to said south line, 56.06 feet, to the said south line; thence easterly along said south line, 20.00 feet, to the point of beginning.

This temporary easement is further shown on the attached map included as Exhibit A.

The purposes of this Temporary Easement are to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees, and licensees with temporary access to the following property (which has or will be acquired by the Grantee):

LEGAL DESCRIPTION

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less.

Said access shall be for the purposes of constructing, installing, and initially operating a lift station

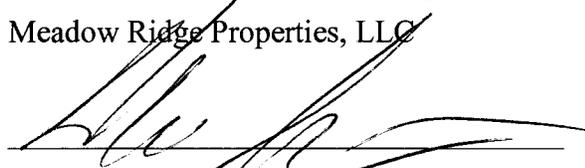
that may be or will be installed on said real estate.

The term of this Temporary Easement begins upon the signature of the Grantor upon this document and shall end upon completion of the above stated activity. The temporary easement shall be binding upon the heirs, successors, and assigns of the Grantor and shall inure to the benefit the Grantee, its successors, assigns, employees, agents, contractors, invitees, and licensees.

The Grantor and Grantee understand and represent that they have both read and understand the foregoing and that the instrument contains all the agreements and understandings between the parties as it relates to the described temporary easement. The undersigned represents that neither relied upon any promise, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

IN WITNESS WHEREOF, Grantor hereunto signs its name this 26 day of November, 2019:

Meadow Ridge Properties, LLC



By: Charles Seadschlag
as President and Member of, and on
behalf of, Meadow Ridge Properties, LLC

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came Charles Seadschlag, as President and Member of and on behalf of Meadow Ridge Properties, LLC, known to me to be the identical person who signed the foregoing Temporary Easement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this 26 day of November, 2019.

Charles Brinkman
Notary Public

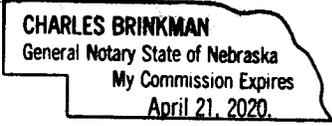
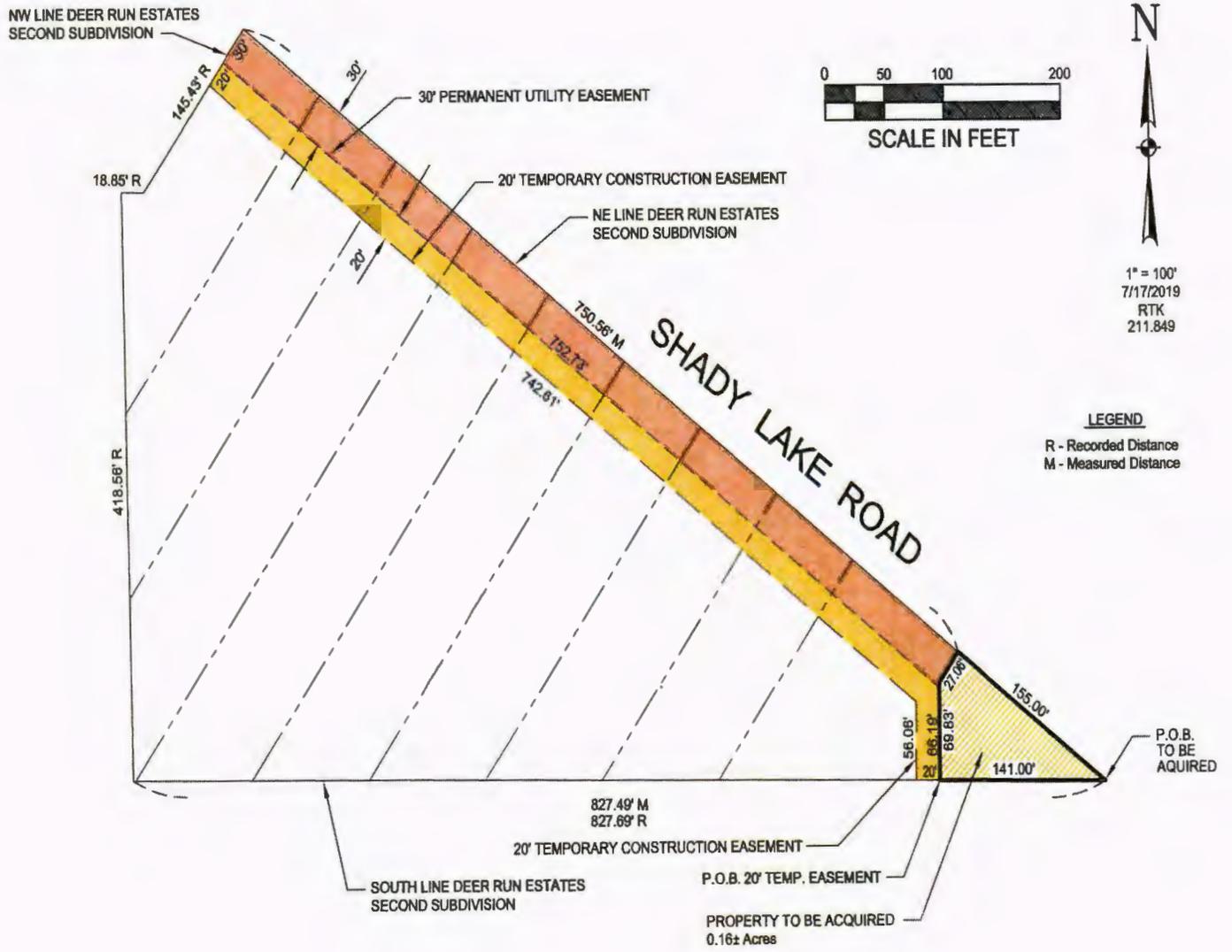


EXHIBIT A



Sipple, Hansen, Emerson
Schumacher, Klutman &
Valorz
PO Box 1305
Columbus, NE 68602-1305
68601

Return To:
City of Columbus
2424 14th Street
Columbus, NE 68601

PERMANENT EASEMENT

FOR ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Meadow Ridge Properties, LLC, a Nebraska Corporation (hereinafter referred to as "Grantor"), does hereby grant and convey unto The City of Columbus, a Municipal Corporation of the State of Nebraska (hereinafter referred to as "Grantee"), as follows:

Grantor hereby grants and conveys to Grantee, its successors, assigns, employees, agents, contractors, invitees, and licensees a permanent easement over and upon the following-described real estate, to-wit:

30 FOOT PERMANENT EASEMENT

The northeasterly 30 feet of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska, less:

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning.

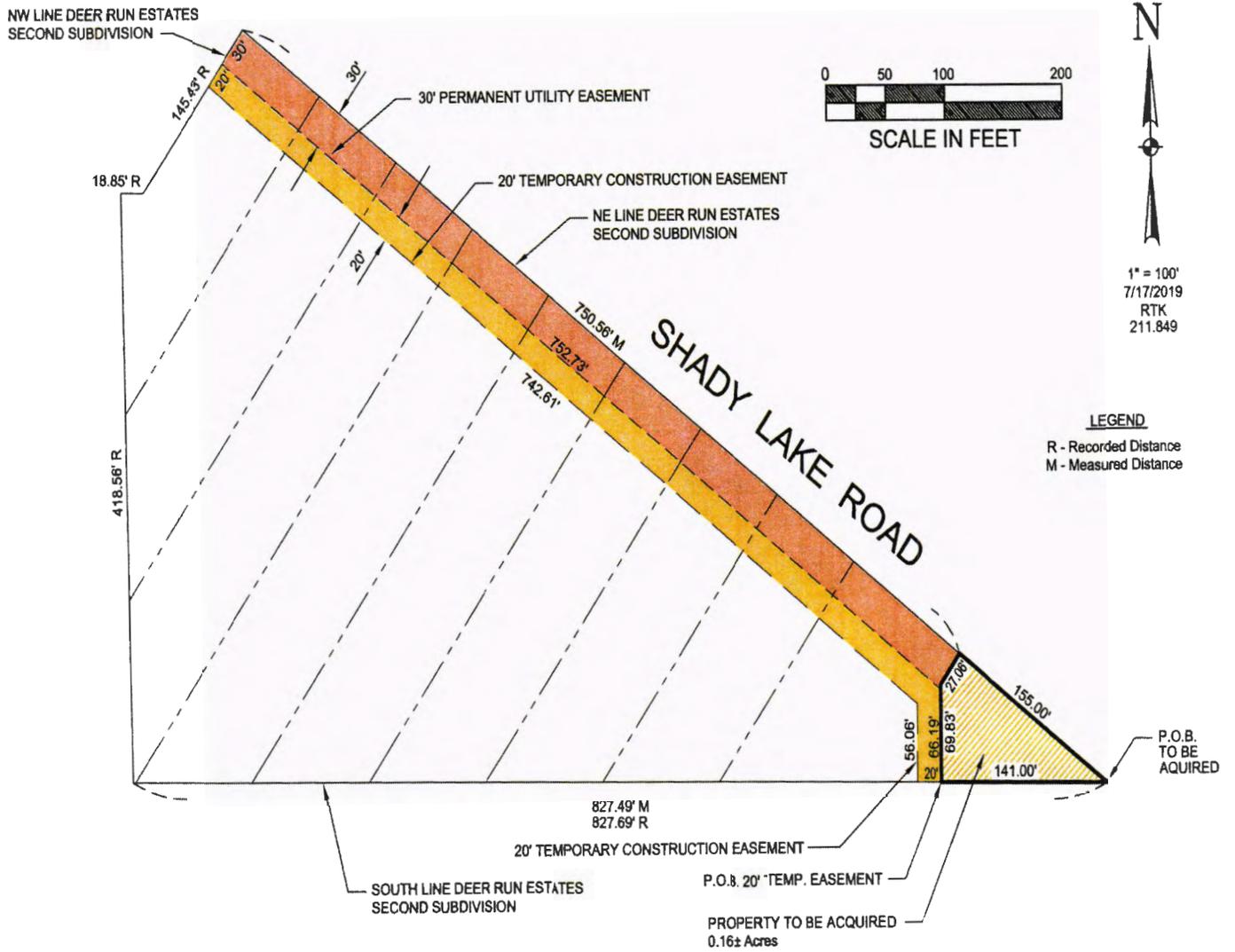
This permanent easement is further shown on the attached map included as Exhibit A.

The purposes of this Permanent Easement are to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees, and licensees with permanent to the following property (which has or will be acquired by the Grantee):

LEGAL DESCRIPTION

Beginning at the southeast corner of Deer Run Estates Second Subdivision to the City of Columbus, Platte County, Nebraska; thence westerly along the south line of said subdivision, 141.00 feet; thence northerly and perpendicular to said south line, 69.83 feet; thence northeasterly and perpendicular to the northeast line of said subdivision, 27.06 feet; thence southeasterly along said northeast line, 155.00 feet, to the point of beginning, containing 0.16 acres, more or less.

EXHIBIT A



TOWN HALL MEETING NOTICE

Notice is hereby given of a Town Hall meeting to be held 7 p.m., Monday, December 2, 2019, in conjunction with the Columbus City Council meeting, to consider the Northeast Nebraska Solid Waste Coalition budget for fiscal year ending September 30, 2020, and related rates.

Input received at this town hall meeting, and similar town hall meetings to be held in Fremont, Nebraska, and Norfolk, Nebraska, will be communicated to the Board of the Northeast Nebraska Solid Waste Coalition. Budget details are available at the office of the City Clerk, City Hall, 2424 14 Street, Columbus, Nebraska. This meeting is open to the public and will be held in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline
City Clerk

Publish: 11:27:19
One Affidavit of Publication

FUND REVENUE DETAIL

FUND CODE: 604

Code	Description	2016-2017 Actual Revenues	2017-2018 Actual Revenues	2018-2019 Estimated Revenues	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	<u>2,477,083</u>	<u>3,106,660</u>	<u>4,251,937</u>	<u>4,017,274</u>	<u>5,376,814</u>	<u>1,359,540</u>	<u>33.84%</u>
	Charges for Services							
36701	Use Fees	<u>2,446,216</u>	<u>2,625,531</u>	<u>2,896,248</u>	<u>2,635,634</u>	<u>2,725,922</u>	<u>90,288</u>	<u>3.43%</u>
	Total Charges for Services	<u>2,446,216</u>	<u>2,625,531</u>	<u>2,896,248</u>	<u>2,635,634</u>	<u>2,725,922</u>	<u>90,288</u>	<u>3.43%</u>
	Rent & Other Revenue							
37404	Miscellaneous	-	14,379	25	-	-	-	-
37408	Late Charges	121	13	40	-	-	-	-
	Total Rent & Other Revenue	<u>121</u>	<u>14,391</u>	<u>65</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Interest Income							
38801	Other Interest Income	<u>13,832</u>	<u>35,950</u>	<u>83,555</u>	<u>66,000</u>	<u>111,000</u>	<u>45,000</u>	<u>68.18%</u>
	Total Interest Income	<u>13,832</u>	<u>35,950</u>	<u>83,555</u>	<u>66,000</u>	<u>111,000</u>	<u>45,000</u>	<u>68.18%</u>
	Total Revenue	<u>2,460,169</u>	<u>2,675,872</u>	<u>2,979,868</u>	<u>2,701,634</u>	<u>2,836,922</u>	<u>135,288</u>	<u>5.01%</u>
	Total Funds Available	<u><u>4,937,252</u></u>	<u><u>5,782,532</u></u>	<u><u>7,231,805</u></u>	<u><u>6,718,908</u></u>	<u><u>8,213,736</u></u>	<u><u>1,494,828</u></u>	<u><u>22.25%</u></u>

FUND BUDGET CALCULATION

FUND CODE: 604

Code	Description					Amount
	BALANCE BROUGHT FORWARD					5,376,814
	Estimated balance as of October 1, 2019.					
	Total Restricted					-
	Unrestricted Balance					5,376,814
	CHARGES FOR SERVICES					
36701	Use Fees	113,553	Ton	@	\$24.00	2,725,272
	Special Wastes	50	Ton	@	\$13.00	650
	TOTAL CHARGES FOR SERVICES					<u>2,725,922</u>
	INTEREST INCOME					
38001	Other Interest Income					111,000
	Estimate of interest to be earned.					<u>111,000</u>
	TOTAL INTEREST INCOME					111,000
	TOTAL FUNDS AVAILABLE					8,213,736

DEPARTMENT EXPENDITURE DETAIL

DEPARTMENT CODE: 229

Code	Description	2016-2017 Actual Expenditures	2017-2018 Actual Expenditures	2018-2019 Estimated Expenditures	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
Personnel Costs								
11	Salaries & Wages	70,279	73,116	77,264	78,027	81,411	3,384	4.34%
14	Pension	3,905	4,054	4,180	5,462	5,699	237	4.34%
15	FICA	5,376	5,593	5,911	5,969	6,228	259	4.34%
16	Worker's Compensation	832	830	831	711	729	18	2.53%
	Total Personnel Costs	80,392	83,593	88,186	90,169	94,067	3,898	4.32%
Operating Supplies and Materials								
24	Vehicular Fuel & Lube	855	938	865	1,554	1,568	14	0.90%
26	Minor Apparatus & Tools	574	492	36	500	500	-	-
29	Other Operating Supplies & Materials	-	108	-	-	-	-	-
	Total Operating Supplies & Mat.	1,429	1,538	901	2,054	2,068	14	0.68%
Other Operating Costs								
31	Rent	560	752	660	720	720	-	-
32	Disposal Fees	1,029,929	954,568	1,203,935	1,066,928	1,087,833	20,905	1.96%
	Total Other Operating Costs	1,030,490	955,319	1,204,595	1,067,648	1,088,553	20,905	1.96%
Utilities & Maintenance								
41	Electricity	1,944	2,880	2,856	4,000	4,000	-	-
46	Bldg., Ground, & Plant Maintenance	4,568	2,003	5,176	21,050	18,450	(2,600)	(12.35%)
47	Machinery & Vehicle Maintenance	354	119	60	500	500	-	-
48	Office Equipment Maintenance	-	-	-	1,500	5,500	4,000	266.67%
	Total Utilities & Maintenance	6,865	5,001	8,091	27,050	28,450	1,400	5.18%
Legislative Affairs								
53	Travel & Training	140	700	453	4,545	4,720	175	3.85%
55	Dues & Publications	792	341	351	650	650	-	-
	Total Legislative Affairs	932	1,041	803	5,195	5,370	175	3.37%

DEPARTMENT EXPENDITURE DETAIL

DEPARTMENT CODE: 229

Code	Description	2016-2017 Actual Expenditures	2017-2018 Actual Expenditures	2018-2019 Estimated Expenditures	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
Other Admin. & Overhead								
61	Insurance	10,036	10,375	10,627	10,868	10,868	-	-
62	Telephone & Teletype	1,127	807	419	1,500	1,500	-	-
63	Postage	154	99	115	1,000	1,000	-	-
64	Office Supplies	738	1,248	3,297	2,310	3,105	795	34.42%
65	Legal Notices & Advertising	11	192	118	500	500	-	-
68	Other Professional Fees	191,368	167,282	200,091	335,424	671,633	336,209	100.23%
	Total Other Admin. & Overhead	<u>203,434</u>	<u>180,002</u>	<u>214,668</u>	<u>351,602</u>	<u>688,606</u>	<u>337,004</u>	<u>95.85%</u>
Gov't Subsidies & Transfers								
78	Intrafund Oper. Transfer Out	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Gov't Subsidies & Trans.	<u>256,920</u>	<u>304,100</u>	<u>337,747</u>	<u>316,700</u>	<u>352,500</u>	<u>35,800</u>	<u>11.30%</u>
Capital Outlay								
87	Infrastructure	250,131	-	-	-	150,000	150,000	100.00%
	Total Capital Outlay	<u>250,131</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>	<u>100.00%</u>
	Total Expenditures	1,830,592	1,530,596	1,854,991	1,860,418	2,409,614	549,196	29.52%
	Ending Balance	<u>3,106,660</u>	<u>4,251,937</u>	<u>5,376,814</u>	<u>4,858,490</u>	<u>5,804,122</u>	<u>945,632</u>	<u>19.46%</u>
	Total Funds Accounted For	<u><u>4,937,252</u></u>	<u><u>5,782,532</u></u>	<u><u>7,231,805</u></u>	<u><u>6,718,908</u></u>	<u><u>8,213,736</u></u>	<u><u>1,494,828</u></u>	<u><u>22.25%</u></u>

DEPARTMENT EXPENDITURE DETAIL

DEPARTMENT CODE: 229

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
10	PERSONNEL COSTS			Water Filtration System			Portable gas monitor	2,000
11	SALARIES & WAGES			Mo. Rent 60 x 12	720		Vactor rental	650
	Average Monthly Salary			TOTAL RENT	720		Well Pumps	5,000
	\$ 5,424 x 12	65,088					Janitorial Supplies	500
	Health Insurance Stipend		32	DISPOSAL FEES			HVAC Repairs	1,000
	\$1,000 per Mo. x 12	12,000		FY 17/18 Actual			Utility shed	1,750
	Overtime Avg. Hr.			Norfolk	34841		Water Level Meter	850
	\$ 41.57 x 104	4,323		Fremont	28074		Plumbing Repairs	200
	TOTAL SALARIES	81,411		Columbus	24,641		Scale Service	6,000
				Oakland	766		TOTAL BLDG,GRND MAINT	18,450
14	PENSION			Pilger	158			
	\$ 81,411 x 7.00%	5,699		Newman Grove	7,766	47	MACHINERY & VEHICLE MAINT.	
	TOTAL PENSION	5,699		Other est.	10,879		Miscellaneous	500
				Total	107,125		TOTAL MACH. & VEHICLE MAINT.	500
15	FICA			% Projected Incr 0.06	113,553			
	\$81,411 x 7.65%	6,228		Operating contract		48	OFFICE EQUIP.MAINT.	
	TOTAL FICA	6,228		4 Variable Base			Security System	5,000
				480000 Fixed Base			Computer & Telephone	500
16	WORKER'S COMPENSATION			Adjustment 0			TOT.OFF.EQUIP.MAINT.	5,500
	Avg. Mo. \$60.75 x 12	729		Variable Fee \$4.00	454,212		TOTAL UTIL.& MAINT.	28,450
	TOTAL WORKER'S COMP.	729		Fixed Fee	480,000			
	TOT. PERS. COSTS	94,067		\$/ton State Fee @ \$1.25	141,941	50	LEGISLATIVE AFFAIRS	
				Special Waste Handling		53	TRAVEL & TRAINING	
				160 ton x \$10.50	1,680		Mileage 5000 @ \$0.58	2,900
20	OPER. SUP. AND MATERIALS			Hazardous Wastes			MOLO Training	400
24	VEHICULAR FUEL & LUBE			Test, Ship, Dispose	10,000		NESWANA Conference	
	Unleaded 700 x \$2.24	1,568		TOTAL DISPOSAL FEES	1,087,833		Mileage	120
	TOTAL VEHIC. FUEL&LUBE	1,568		TOT. OTH OPER COSTS	1,088,553		Hotel	500
							Meals	200
26	MINOR APPARATUS & TOOLS						Registration	600
	Miscellaneous Supplies	500	40	UTILITIES AND MAINTENANCE			TOTAL TRAVEL & TRAINING	4,720
	TOTAL MINOR APP & TOOLS	500	41	ELECTRICITY				
	TOTAL OPER. SUP. & MAT.	2,068		TOTAL ELECTRICITY	4,000			
					4,000	55	DUES & PUBLICATIONS	
30	OTHER OPERATING COSTS						SWANA dues for 2 employees	400
31	RENT		46	BLDG,GRND&PLANT MAINT			Dept of Ag. Scale Register	175
				Building	500			

NE NEBR SOLID WASTE COALITION

GENERAL FUND

DEPARTMENT EXPENDITURE DETAIL

DEPARTMENT CODE: 229

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
	Water & Recycling News	75		School District In-Lieu-of-tax fee	4,000		TOTAL RESTRICTED	0
	TOTAL DUES & PUBLICATIONS	650		NDEQ Annual Operating Fee	7,500			
	TOTAL LEG. AFFAIRS	5,370		Norfolk Administrative Services (CPI Adjusted)	41,737		UNRESTRICTED BALANCE	5,804,122
60	OTHER ADMIN. & OVERHEAD			Groundwater Monitoring (CPI Adjusted)			TOTAL FUND ACCT. FOR	8,213,736
61	INSURANCE				30,000			
	Property and General Liability	10,868		Deep well pump and monitoring	8,000			
	TOTAL INSURANCE	10,868		Audit	5,750			
				Attorney	5,000			
62	TELEPHONE & TELETYPE			Drug Screen 1 x \$ 35	35			
	Telephone	600		Engineering for Master Plan	350,000			
	Internet	900		Engineering for Operating Permit	110,000			
	TOTAL TELE.&TELETYPE	1,500		Emission Inventory & GHG Report	4,000			
				Emission Inventory fee	1,350			
63	POSTAGE	1,000		Legislative Activities	20,000			
	TOTAL POSTAGE	1,000		TOTAL OTHER PROF.FEES	671,633			
				TOTAL OTH.ADMIN&OV.	688,606			
64	OFFICE SUPPLIES		70	GOV'T SUBSIDIES & TRANSFERS				
	Printing & copying	200	78	INTERFUND OPER. TRANSFER OUT				
	Software	500		Financial Assurance Fund	352,500			
	Sanitas Software	400		TOTAL INTERFUND OP. TRAN.	352,500			
	Computer Supplies	600		TOTAL GOV'T SUBSIDIES & TRANSFERS	352,500			
	Miscellaneous Materials	550						
	Weight tickets							
	9 Case x \$	95						
	TOT. OFFICE SUPPLIES	3,105	80	CAPITAL OUTLAY				
			87	INFRASTRUCTURE				
65	LEGAL NOTICES&ADVERTISE			Engineering for LFG Migration vents	50,000			
		500		Landfill gas Migration vents	100,000			
	TOTAL LEG. NOT.& ADVER.	500		TOTAL INFRASTRUCTURE	150,000			
				TOT. CAPITAL OUTLAY	150,000			
68	OTHER PROFESSIONAL FEES			TOT. EXP.	2,409,614			
	1/2 share of new Wasteworks software	3,000		ENDING BALANCE	5,804,122			
	Stanton Co. Host Fee	80,511						
	Clarkson VFD Donation	750						

NE NEBR SOLID WASTE COALITION

GENERAL FUND

DIVISION PERSONNEL ROSTER

DIVISION CODE: 229

Name	Position	Date of Hire	Grade & Step 10/1 /19	Monthly Wage	Merit Increase Date	Merit Grade /Step	Monthly New Wage	Monthly Ave. Wage
Kingsley, Deborah	Scale Clerk	10/26/95	10 H	3,803	5 -1	10 H	3,803	3,803
Thompson, Courtney	Scale Clerk	06/27/16	10 D	1,578	1 -1	10 E	1,652	<u>1,621</u>
Total							5,424	5,424

FUND REVENUE DETAIL

FUND CODE: 804

Code	Description	2016-2017 Actual Revenues	2017-2018 Actual Revenues	2018-2019 Estimated Revenues	2018-2019 Budget	2019-2020 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	Balance Brought Forward	6,599,553	7,143,737	7,770,242	7,780,137	8,461,289	681,152	8.76%
	Other Interest Income							
38801	Other Interest Income	287,264	322,405	353,300	302,800	325,300	22,500	7.43%
	Total Other Interest Income	287,264	322,405	353,300	302,800	325,300	22,500	7.43%
	Non-Revenue Receipts							
39101	Interfund Operating Transfers In	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Non-Revenue Receipts	256,920	304,100	337,747	316,700	352,500	35,800	11.30%
	Total Revenue	544,184	626,505	691,047	619,500	677,800	58,300	9.41%
	Total Funds Available	7,143,737	7,770,242	8,461,289	8,399,637	9,139,089	739,452	8.80%

FUND REVENUE BUDGET CALCULATION**FUND CODE: 804**

Code	Description	
	BALANCE BROUGHT FORWARD	8,461,289
	Estimate of fund balance on October 1, 2019.	
38801	OTHER INTEREST INCOME	325,300
39101	INTERFUND OPERATING TRANSFERS IN	352,500

NE NEBR SOLID WASTE COALITION**CLOSURE/POST CLOSURE CARE FUND**

DIVISION EXPENDITURE DETAIL

DIVISION CODE: 804

<u>Code</u>	<u>Description</u>	<u>2016-2017 Actual Expenditures</u>	<u>2017-2018 Actual Expenditures</u>	<u>2018-2019 Estimated Expenditures</u>	<u>2018-2019 Budget</u>	<u>2019-2020 Budget</u>	<u>Dollar Increase (Decrease)</u>	<u>Percent Increase (Decrease)</u>
	Total Expenditures	-	-	-	-	-	-	-
	Ending Balance	7,143,737	7,770,242	8,461,289	8,399,637	9,139,089	739,452	8.80%
	Total Funds Accounted For	<u>7,143,737</u>	<u>7,770,242</u>	<u>8,461,289</u>	<u>8,399,637</u>	<u>9,139,089</u>	<u>739,452</u>	<u>8.80%</u>

NE NEBR SOLID WASTE COALITION

CLOSURE/POST CLOSURE CARE FUND

DIVISION EXPENDITURE BUDGET CALCULATION

DIVISION CODE: 804

Code	Description	Amount
	ENDING BALANCE	9,139,089

NE NEBR SOLID WASTE COALITION

CLOSURE/POST CLOSURE CARE FUND

**Columbus Fire Department
Memorandum
For Record**

DATE: Nov. 15, 2019

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Beds and Mattresses for New Fire Station

RECOMMENDATION:

That the City Council approve the purchase of beds and mattresses for the new fire station for a total price of \$11,378.48.

DISCUSSION:

Includes the purchase of heavy duty beds and bed bug resistant mattresses for the new fire station. Each bed will have 3 lockable under-bed storage lockers for bedding. Wood construction. 10 year warranty.

FISCAL IMPACT:

This amount is included in the FF&E budget for the new fire station. Two manufacturers were quoted with these features. This quote was lowest by approximately \$4,000.00.

ALTERNATIVES:

Reasonable alternatives were evaluated as part of this process. Steel frame institutional beds were evaluated as well.

SIGNATURE:

BY  _____

APPROVED BY:  _____

APPROVED BY: _____

City of Columbus

Quote Sheet for Purchases

Department: Fire

Charge to Account Number: 211-20088

Department Head Approval: _____

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

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

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

Date: 11/15/2019 Time: 8:39 AM

Vendor Name: Butler Human Services

Vendor Employee Name: Corey Bexfield

Telephone: 740-908-3050

Quote For: Beds and mattresses for new fire station

Quote Includes:	Item Totals:
607108 Fiero Capt Bed XL-w/3 Under-bed Storage Units (Qty. 8) @856.80 ea.	\$6,854.40
6603 Twin XL Sealed bed platform (Qty. 8) @ 96.00 ea.	\$768.00
6685 Twin XL 38x80 Dual Firm Mattress XL Plus TB 129 (Qty. 8) @256.80 ea.	\$2,054.40
Shipping FOB Columbus	\$1,701.68
Total:	\$11,378.48

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Dan Miller



Corporate Office
 413-A Branchway Road
 N. Chesterfield, VA 23236
 PH: 877-852-0784
 FX: 804-897-0053
 sales@butlerhumanservices.com

Regional Sales Manager
 Cory Bexfield
 cbexfield@butlerhumanservices.com
 (740) 908-3050

QUOTE

QUOTE #: 00022409
OFFER #: 1
DATE: 10/7/2019

Buyer:
Columbus Fire Department
Dan Miller
1459 26th Ave

Columbus, NE 68601

Tax Exempt#:
dan.miller@columbusne.us

Ship To:
Columbus Fire Department
1459 26th Ave
Columbus, NE 68601

Dan Miller
(402) 564-8127
dan.miller@columbusne.us

TELEPHONE	FAX	CUSTOMER # / PO#	BUYING GROUP/CONTRACT	ORG.	QUOTE DATE
(402) 564-8127		/			9/26/2019

ITEM #	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
607108	FIERO CAPTAINS BED XL- W/3 STORAGE UNITS-CHESTNUT	8	856.8000	6,854.40
6603	TWIN XL SEALED BED PLATFORM 78 3/4" x 38 1/4"	8	96.0000	768.00
6685	TWIN XL 38X80 DUAL FIRM MATT (FOAM ENCSO) XP PLUS TB 129	8	256.8000	2,054.40

This document serves to confirm the accuracy of your order and authorizes Butler Human Services® to manufacture and deliver these items, and agrees to our terms of sale. Please read attached Terms of Sale and sign and date and fax ALL PAGES OF QUOTE to (804) 897-0053.

This quote is valid for 30 days from quote date.

Net Order: 9,676.80
Installation: 0.00
Tailgate Delivery - 53' Trailer Access Req'd.: 1,701.68
Sales Tax: 0.00
Order Total: 11,378.48





Corporate Office
 413-A Branchway Road
 N. Chesterfield, VA 23236
 PH: 877-852-0784
 FX: 804-897-0053
 sales@butlerhumanservices.com

Regional Sales Manager
 Cory Bexfield
 cbexfield@butlerhumanservices.com
 (740) 908-3050

QUOTE

QUOTE #: 00022409
OFFER #: 1
DATE: 10/7/2019

Buyer:
Columbus Fire Department
Dan Miller
1459 26th Ave

Columbus, NE 68601

Tax Exempt#:
dan.miller@columbusne.us

Ship To:
Columbus Fire Department
1459 26th Ave
Columbus, NE 68601

Dan Miller
(402) 564-8127
dan.miller@columbusne.us

TELEPHONE	FAX	CUSTOMER # / PO#	BUYING GROUP/CONTRACT	ORG. QUOTE DATE
(402) 564-8127		/		9/26/2019

Terms of Sale

Sauder® Manufacturing Co. means Sauder® Manufacturing Co.; Sauder Worship Seating®; Sauder Education®; Wieland; Butler Human Services®; and any affiliated, predecessor or successor entities

Postponed Delivery/Installation: Any order postponed 30 days or longer from the original estimated ship date listed on your order acknowledgement, without 60 days written notice will be subject to storage charges of \$300 per trailer/container per month and a onetime handling charge of \$360 per trailer/container. Any order postponed with less than 14 days notice will be subject to additional shipping, handling, and storage charges of up to \$1,000 per trailer/container per week. Payment will be due per the original terms. We will make every effort to reschedule postponed deliveries on customer's requested date. Due to other delivery commitments, we cannot guarantee delivery on the date you requested.

Delivery/Installation: Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, Butler Human Services® will not start the installation. Butler Human Services® will charge customer any storage, additional labor, trucking, and expenses incurred due to the site not being ready to receive furniture as described in this paragraph.

Cancellations: No cancellations will be accepted after parts, fabrics, and or materials have been ordered for your order.

Returns: All returns must be pre-authorized by Butler Human Services®. Returns will be subject to a restocking fee.

Payment Terms: Payment is due upon receipt of invoice.

Collection Costs: Customer agrees to pay all costs of collection, including reasonable attorney fees, collection fees and court costs in the event customer fails to pay any charges when due.

Warranty: Butler Human Services® warranty is extended to the initial Purchaser for a 10 year period from the date of delivery. Proof of delivery is required for any claim. Butler Human Services® warrants that its manufactured products are free of defects in material and workmanship. Fully upholstered products: Fabric manufacturer warranty will apply for selected fabric. Foam is warranted to be free from defects in materials and workmanship for one (1) year. Wooden frames are guaranteed for a period of 10 years. The tempered steel mainframe deck is covered for one (1) year. Mattresses are not manufactured by Butler Human Services® and therefore are covered by the manufacturer's standard warranty. Under no circumstances shall Butler Human Services® be liable for incidental or consequential damages Please see Butler Human Services® Warranty Statement for additional information.

Deposits: A 50% deposit is required with the order for: COM fabrics, modifications of standard items, custom items, and any non-standard item.

COM and Special Ordered Fabric: All COM and Special Order fabrics carry no warranty from Butler Human Services®. No changes or cancellations accepted after fabric ordered. Butler Human Services® cannot control COM and Special Order fabric vendors' delivery therefore delivery dates will be quoted once fabric is received.

This quote is valid for 30 days from quote date.

Order Acknowledgement: Any changes to this order must be received by Butler Human Services® in writing within 3 business days of receipt of original signed quote/order. No changes or cancellations will be accepted after Butler Human Services® has ordered parts, fabrics, materials, etc. for your order. If you do not receive an order acknowledgement within 10 days, contact Butler Human Services® immediately as your order may not be placed.

Designate Contact to Receive Order Acknowledgement (CHOOSE ONE ONLY):

Email: _____

Fax: _____ **Mailing Address:** _____

X _____

Please sign and date above and fax **ALL PAGES OF QUOTE** to 804-897-0053 along with a copy of your tax exempt form.



Working Fire Furniture & Mattress Co. Inc.

PO Box 1310

Mebane, NC 27302

855-956-3473

brandon@firestationfurniture.com

Estimate 2428

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Dan Miller	Dan Miller	09/26/2019	\$15,725.24	11/26/2019
Columbus Fire Department	Columbus Fire Department			
1459 26th Ave	1459 26th Ave			
Columbus, NE 68601	Columbus, NE 68601			

ACTIVITY	QTY	RATE	AMOUNT
FHC-7038 Firehouse Collection Classic Bed w/Storage Lockers - Twin XL - Espresso	8	1,369.00	10,952.00
TRB-LT-TXL The Recovery Bed FF Ed. - Lieutenant - 12" Mattress Twin XL	8	390.00	3,120.00
PAB-AZ-TXL AllerZip Smooth Allergy, Dust Mite & Bed Bug Proof 6-Sided Waterproof Mattress or Box Spring Encasement - 9" Twin XL	8	75.00	600.00

Furniture is made to order and ships in 4-6 weeks.

SUBTOTAL 14,672.00

SHIPPING 1,053.24

Delivery includes customer unloading at a business address. Please let us know if other arrangements are needed. Delivery is normally made 5-10 business days from the day the order ships.

TOTAL \$15,725.24

THANK YOU.

MEMORANDUM

DATE: 22 November 2019

FROM: Chief Charles Sherer 

TO: City Administrator, Tara Vasicek

RE: Security Equipment for New PD Building

RECOMMENDATION: Accept the bid from SEI for additional security features at the new Police Station. SEI is bidding \$17,113 for security card readers and button releases at the elevator, front desk and Investigations corridor.

DISCUSSION: These items were originally part of the security plan but were pulled for costs by the architect. I didn't realize they were pulled until a recent walk through with Police Department staff. In reviewing the operation, if after hours and the front clerks aren't available, the officers must have the ability to call the elevator to the ground floor via a card reader. Then, during business hours, Police Department administrative staff must have the ability to allow remote access to the stairs, elevator and evidence review area without physically leaving their work area and walking into the lobby to allow visitors access to those controlled areas. Finally, the Investigator's corridor needs a card reader to account for visitation and access to an area with sensitive information and where forensic IT evidence is stored and maintained. This accountability is essential to the integrity of the evidence.

I have shown and discussed the necessity for these items with both Matt Soukup and Rick Bogus.

Attached is the bid from SEI

FISCAL IMPACT:

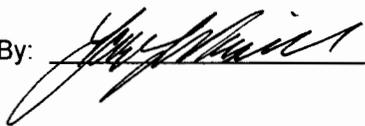
The bid is \$17,113 and compounded with existing security measures, exceeds the budget \$125,000 allotted for the security costs of the building.

ALTERNATIVE:

Don't accept the bid and solicit bids from other vendors.

CONCURRENCE:

SIGNATURE:

Approved By: 

Approved By: _____



City Of Columbus

Access Additions

45285-11-0
Dated: 11/19/2019

Prepared for:
Matt Soukup



Customer: City Of Columbus

Site: 2310 14 Street
Columbus, NE, 68601

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Proposal #: 45285-11-0
Dated: 11/19/2019

Access Additions

Scope of Work

SEI to provide and install the following equipment for the addition of 3 card readers (elevator button activation, lobby to stair and interview hallway) and 3 door release buttons at the main service counter (lobby to hall, lobby to stairs and elevator button).

The additional AMAG panel will be installed in the 2nd floor network room and added to the existing AMAG system.

All door locks are provided and installed by the door company.

Customer: City Of Columbus
Site: 2310 14 Street
Columbus, NE, 68601
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Proposal #: 45285-11-0
Dated: 11/19/2019

Schedule of Protection

Cards Readers

QTY	Description
1	Symmetry Wiegand Interface Module (WIM) 8
3	RP40, Multi-Class SE Single Gang Reader
2	Request to Exit Sensor
2	1 Recessed Wide Gap Contact, Brown
1	M2150 Network Interface Module
1	M2150 8 Input/4 Output Module
1	SEi Labor to integrate existing electronic door locks
600	Plenum Access Control Composite Cable, Yellow
1	M2150 8DBC Controller Board Only
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
1	Isolation Relay
3	Battery

Door Release

QTY	Description
450	18/2 Plenum Non Shielded Wire
3	Vandal Resistant Exit Switch

Investment Summary

Deposit Due in Advance	\$8,556.00
Balance Due Upon Completion	\$8,557.00
Total Proposal Amount	\$17,113.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made November 19, 2019, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and City Of Columbus. Location of Customer's premises 2310 14 Street, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, SEI agrees to sell, and provide () of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEI for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEI the sum of: \$17,113.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEI the sum of \$0.00 plus tax, if applicable per month for the lease or purchase of the system. included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEI invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEI

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Columbus

Signature: _____
Date: _____
Print Name: Matt Soukup
Title: _____
Email: Msoukup@Columbusne.Us



Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____

A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEi is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEi's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEi dispatches an agent, Customer shall pay SEi's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

J. Right to Subcontract. SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEi in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEi are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

F. Key Service. If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PARTS SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

RESOLUTION NO. R19- 174

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, ON BEHALF OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER, FOR FORENSIC AND CRIME LAB TESTING SERVICES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, in order to prosecute certain crimes under the city code the Columbus Police Department must have certain forensic and crime lab services available to it; and

WHEREAS, University of Nebraska Medical Center has the ability to perform forensic and crime lab services for the City and the parties are desirous of entering into an agreement for that purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement with the Board of Regents of the University of Nebraska, on behalf of the University of Nebraska Medical Center, for forensic and crime lab testing services, 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.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM

DATE: 26 November 2019
FROM: Charles Sherer, Chief of Police 
THRU: Tara Vasicek, City Administrator 
To: Mayor James Bulkley and the Columbus City Council
RE: University of Nebraska Medical Center-MOU for Cannabis/Marijuana Testing

RECOMMENDATION: Approve the MOU with UNMC for testing of suspected Cannabis/marijuana items.

DISCUSSION: Recently, the Nebraska State Patrol Criminalistics laboratory stated that they would no longer be testing suspected marijuana/cannabis items. This testing is necessary to prove that the item is in fact marijuana for criminal prosecutions and to determine the THC content for cannabis with the influx of the popularity of CBD oil and other cannabis products.

The Platte County Attorney's office has taken the lead on this and has negotiated and MOU with UNMC. Currently the Platte County Attorney's office and the Platte County Sheriff are adopting the MOU. Our involvement will ensure continuity for testing marijuana and cannabis products for law enforcement agencies in Platte County.

UNMC is within commuting distance and is affordable; not only in the testing phase, but if professional testimony is required, the travel is reasonable to appear in court.

The MOU has been reviewed by the City Attorney.

FISCAL IMPACT: This is a per test cost associated with the testing, as well as the travel costs associated with possible court appearances.

ALTERNATIVE: Search for other testing labs; costs outlined above will be greater to do geographic challenges.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____

**AGREEMENT BETWEEN UNIVERSITY OF NEBRASKA MEDICAL CENTER,
AND THE CITY OF COLUMBUS, NEBRASKA**

This Agreement is made and entered into as of the dates indicated below, by and between the City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska (“City”) and the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center, (“UNMC”).

RECITALS

WHEREAS, the City, through the Columbus Police Department, requires that certain forensic and crime lab testing be available and timely completed so that it can perform its statutory law enforcement functions; and

WHEREAS, UNMC has the ability and desire to perform certain forensic and crime lab services for the City; and

WHEREAS, the City and UNMC desire to use inter-governmental cooperation in the interest of efficiency, independence, and professionalism; and

WHEREAS, it is necessary for the Parties to enter into an agreement to set forth the respective rights, duties, and obligations.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

**SECTION ONE
PURPOSE**

The purpose of this Agreement is to specify the duties and responsibilities of the Parties hereto to effectuate timely completion of forensic and crime lab services by UNMC to independently conduct testing to allow the City to better serve the citizens of Columbus, Nebraska.

**SECTION TWO
TERM OF CONTRACT**

1. This Agreement shall be in full force and effect from and after the date last signed by the Parties hereto for a period of one (1) year. The Agreement may be extended upon the mutual written agreement of the Parties, for up to three (3) additional one (1) year terms.
2. A Party may terminate this Agreement at any time to be effective thirty (30) days after written notice to the other Party; provided however, that the indemnities provided under Section 6(K) of this Agreement shall survive such termination.

SECTION THREE
SPECIFIC SERVICES, DUTIES, AND RESPONSIBILITIES

Duties, Specific Services and Responsibilities of UNMC.

1. Provide equipment, facilities, and all lab work for chemical testing and other forensic testing that UNMC is qualified and capable of performing. Any such testing will be done in a timely manner and in accordance with generally accepted practices.
 - a. Store evidence in a secure area while being processed and until transferred to Columbus Police Department personnel for pick up.
2. Provide and train personnel as necessary to perform forensic services as determined by UNMC exercising professional judgment. All personnel used for testing and for chain of custody for all times remain under the management and control of UNMC.
3. Process evidence in reliance upon the assumption that the evidence was collected and packaged in accordance with the Columbus Police Department's packaging guidelines.
4. Provide a usual turnaround time between five (5) to seven (7) days. It is understood that in some instances that such tests must be done on a rush basis, UNMC will strive to accommodate the request and will charge an additional fee. Tests to be done on an expedited basis will be performed in a usual turnaround time of twenty-four (24) hours. UNMC will notify the Columbus Police Department via fax and/or phone when testing is complete and samples are ready for pickup. Provide detailed billing on a monthly basis for services performed.

Duties, Specific Services and Responsibilities of the City.

1. Package all evidence in a manner consistent with approved packaging guidelines and chain of custody protocol.
2. Transport evidence to UNMC for testing and in a timely manner, and pick up evidence in a timely manner after UNMC has indicated testing is completed.
3. The City will be billed at the rates shown in Attachment A and agrees to remit payment to UNMC within thirty (30) days of the date of the invoice.

SECTION FOUR
REPORTING, MAINTENANCE OF RECORDS

UNMC will provide the City with written findings upon completion of any forensic testing performed. All records, reports, and documents concerning the performance of services by one Party will be appropriately recorded and securely maintained in accordance with that Party's records reporting directive and the State Records Retention Act. Should testimony be required, the Parties will cooperate and work with each other to provide such additional services for an additional fee.

SECTION FIVE
MUTUAL OBLIGATIONS AND DUTIES OF THE PARTIES

The Parties agree to do the following:

- A. To maintain records and accounts, including property, personnel, and financial records related to the services performed under this Agreement in accordance with applicable records retention policies.
- B. To make such records and accounts reasonably available for audit purposes to the appropriate representatives of the other Party.

SECTION SIX
GENERAL PROVISIONS

A. Independent Contractors.

It is agreed that nothing contained herein is intended to or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the City, UNMC or their respective personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose whatsoever. Neither Party, nor its respective personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other Party. The Parties shall not provide any insurance coverage to the other Party or the other Party's employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its respective employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party, its officers, employees, agents, contractors, or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any

contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

B. Nondiscrimination.

The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb.Rev.Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, political or religious opinions, affiliations or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

C. Captions.

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

D. Applicable Law and Venue.

Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska.

E. Entire Agreement.

This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

F. Amendments.

This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

G. Assignment.

None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

H. Successors and Assigns Bound by Covenants.

All covenants, stipulations, and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

I. Waiver.

Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing and signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which it is not obligated to do hereunder shall not be deemed to impose any obligation

upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

J. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

K. Indemnification.

To the extent permitted by applicable law, each Party will indemnify, defend, and hold harmless the other Party from any and all liability, expense, cost, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death, or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party or its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand, or cause of action.

These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

The provisions of this section shall survive expiration or termination of this Agreement.

L. No Third Party Rights.

This Agreement is not intended to, nor shall it provide third parties, with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege; except that, to the extent permitted by applicable law, this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents, and servants.

M. Authorized Representatives and Notice.

In further consideration of the mutual covenants herein contained, the Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

- A. Name: Charles Sherer
Title: Columbus Police Department, Chief of Police
Address: 2419 14th St, Columbus, NE 68601
Phone: (402) 564-3201 PH
Fax: (402) 562-7325 fax

- B. University of Nebraska Medical Center
William Lawlor
Assistant Vice Chancellor for Business and Finance Services
985070 Nebraska Medical Center
Omaha, NE 68198-5070

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by overnight courier.

N. Public Employer Contract Provision – Neb.Rev.Stat. § 4-114(2).

Pursuant to and in order to be in compliance with Neb.Rev.Stat. § 4-114(2), both Parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

O. Equal employment opportunity clause.

The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

P. Public Benefits - Neb.Rev.Stat. §§ 4-108 - 113.

Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation requirements of Neb.Rev.Stat. §§ 4-108 - 113.

Q. Drug-Free Workplace.

Both Parties certify that each maintains a drug-free workplace environment to ensure worker safety and workplace integrity.

R. Excluded/Debarred Contractors.

Each Party certifies that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Each Party also certifies that neither it nor its partners, directors, officers, employees, licensees, subcontractors or agents have been excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification during the term of the Agreement and each Party shall immediately notify the other Party of any change in the status of the certification and warranty set forth in this section. If a Party becomes excluded from federal healthcare program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by the other Party. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of a Party become excluded from federal healthcare program participation, such individual shall be removed from participating in this Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate the Agreement immediately for cause.

S. Counterparts.

This Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

Attachment A.
Fee Schedule

Controlled Substance Assessment, Level One Powder/crystalline material	\$35.00
Controlled Substance Assessment, Level Two Marijuana THC ratio method (test code: THCR)	\$50.00
Methamphetamine percent purity	\$80.00
Priority processing (less than 24 hours)	\$20.00
Controlled substance Assessment, Level Three THC semi-quantitative method	\$75.00
Court testimony, deposition, consultation Analyst	\$75.00 per hour
Laboratory Director.	\$150.00 per hour
Pretrial meetings at UNMC	no charge
Travel Expenses	reimbursed at state rates

Note: Fees are subject to an annual increase not to exceed 4% and are directly tied to cost of operations.

RESOLUTION NO. R19- 175

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GILMORE & ASSOCIATES, INC. IN THE AMOUNT OF \$34,000 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR LIFT STATION NO. 10 RELOCATION AND RECONSTRUCTION PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement with Gilmore & Associates, Inc. in the amount of \$34,000 for design and construction phase services for Lift Station No. 10 Relocation and Reconstruction 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: November 25, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Sewer Lift Station No. 10 Relocation and Replacement Project Professional Services Agreement

RECOMMENDATION:

I recommend approval and signing of the Professional Services Agreement with Gilmore & Associates, Inc. of Columbus, Nebraska, for Sanitary Sewer Lift Station No. 10 Relocation and Replacement Project. The City's standard consultant selection process was followed in the Sanitary Sewer Lift Station Model Project RFQ process in selection of Gilmore & Associates, Inc.

DISCUSSION:

The agreement continues the model lift station design services with providing design, bid letting, and construction phase services for Lift Station No. 10 located on 18th Avenue north of 23rd Street. This lift station is next on the Public Works Department list of replacements. The existing lift station is at the end of its expected life cycle and needs replacement. The relocation will be in the southwest corner of Airport Park.

Geotechnical engineering services will be required and are not a part of this agreement.

FISCAL IMPACT:

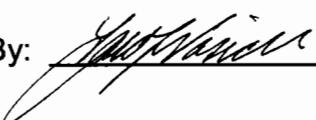
The cost of the services is a lump sum \$34,000 and part of CIP 20-93 in the amount of \$350,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: 

Approved By: 

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 2nd , 2019 ("Effective Date") between
City of Columbus, 2424 14th Street, Columbus, Nebraska ("Owner") and
Gilmore & Associates, Inc., 2670 33rd Avenue, Columbus, Nebraska ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lift Station No. 10 Replacement - Columbus, Nebraska - 2020 ("Project").

Engineer's services under this Agreement are generally identified as follows:

Provide Engineering design, construction phase, and post-construction phase engineering services for the replacement of existing lift station No. 10 located on 18th Avenue and south of the Airport Park in Columbus, Nebraska as outlined in Exhibit A of this Agreement. The new lift station is to be located in the Airport Park.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2013 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Included)~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. (Not Included)~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. (Not Included)~~
- ~~I. Exhibit I, Limitations of Liability. (Not Included)~~
- ~~J. Exhibit J, Special Provisions. (Not Included)~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
City of Columbus

ENGINEER:
Gilmore & Associates, Inc.

By: X

By: David B. Gilmore 

Title: Mayor

Title: President

Date _____

Date _____

Signed: _____

Signed: 11-21-2019

Address for giving notices:

Address for giving notices:

P.O. Box 1677

P.O. Box 565

Columbus, NE 68602-1677

Columbus, NE 68602-0565

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):

David B. Gilmore

Title: President

Phone Number: 402-564-2807

Facsimile Number: 402-564-2800

E-Mail Address: davidg@gilmore-engineering.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 2nd, 2019.

Initial:
OWNER _____
ENGINEER MJ

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Evaluation and Schematic Phase **(Not Included)**

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Engineer will coordinate services for a subsurface soil investigation of the proposed lift station site to determine design foundation bearing capacity, dewatering requirements for new construction, and any soil-related constructability issues.

- b. After selection by the Owner of the final location of the lift station site, Engineer will prepare legal descriptions for all permanent and temporary construction easements required as well as for the acquisition of any land needed to be purchased by the Owner for the project. Land acquisition services are not part of this Agreement.
 - c. Prepare preliminary 60% design completion drawings and direct a 60% design meeting with representatives of the Owner.
6. Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: None
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the bidding documents, final drawings in both PDF and AutoCad format, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions and after approval from all required federal and/or state agencies with jurisdiction to provide such approval.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR)*: If authorized by Owner, provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR shall be set forth in an amendment to this Agreement. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in any such amendment.
 3. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
 4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of

Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the

Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

18. *Additional Tasks*: Perform or provide the following additional Construction Phase tasks or deliverables: None.

19. *Final Notice of Acceptability of the Work*: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

- a. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 - b. Provide assessment maps and assessment calculations as required for the Water and Sewer Extension Districts and attend assessment meetings as requested by Owner.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Evaluation and Schematic Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility

and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.

21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Initial:

OWNER _____

ENGINEER MJ _____

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions, abstract services, and real estate appraisal services.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Hydrographic surveys, with appropriate professional interpretation thereof.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

8. Wastewater, air quality, and sludge sampling and testing.
 9. Providing wetland delineation or wetland mitigation services.
 10. Providing flood plain analysis, flood plain mitigation, or no-rise analysis of any proposed improvements located in a floodway or flood plain.
 11. Providing sewer main television or other inspection services.
 12. Negotiating and land acquisition services.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated December 2nd, 2019.

Initial:
OWNER _____
ENGINEER M

Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$ 34,000.00 based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase \$ 23,800.00
 - b. Final Design Phase \$ 3,400.00
 - c. Bidding and Negotiating Phase \$ 1,800.00
 - d. Construction Phase \$ 5,000.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Exhibit C is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated December 2nd, 2019.

Initial:

OWNER _____

ENGINEER MA _____

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

1. Travel from office at \$.585 per mile, plus travel time at above rates for both ways.
2. Per diem meal allowance.
3. Actual cost of lodging.
4. Actual cost of long distance telephone calls, telegrams, express charges, and postage other than ordinary first class.
5. Actual cost of required materials used in surveying, drafting, and related activities, including printing and reproduction costs.
6. Electronic data collection at \$25.00 per hour.
7. GPS equipment \$50.00 per hour in use, plus \$.50 per mile in transit.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated December 2nd, 2019.

Initial:

OWNER _____

ENGINEER AM _____

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of December 2nd, 2020) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of Agreement are:

Surveying

Principal Registered Land Surveyor	\$105.00
Sr. Registered Land Surveyor	\$90.00
Registered Land Surveyor	\$85.00
Sr. Crew Member	\$65.00
Crew Member	\$55.00
Jr. Crew Member	\$45.00

Engineering, Inspection, and Administration

Principal Engineer	\$170.00
Sr. Registered Engineer	\$140.00
Registered Engineer	\$115.00
Sr. Project Manager/Sr. Field Supervisor	\$105.00
Project Manager	\$95.00
Field Supervisor	\$90.00
Designer	\$85.00
Engineering Technician/Sr. Project Observer	\$80.00
Engineering Assistant	\$70.00
Senior Draftsman	\$85.00

Draftsman	\$60.00
Class IV Project Observer	\$80.00
Class III Project Observer	\$67.00
Class II Project Observer	\$65.00
Class I Project Observer	\$51.00
Accounting/Administration	\$70.00
Office Assistant/Secretary	\$50.00

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 2nd, 2019.

Initial:
OWNER _____
ENGINEER MM

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Lift Station No. 10 Replacement - Columbus, Nebraska - 2020

OWNER: City of Columbus, Nebraska

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Gilmore & Associates, Inc.

NOTICE DATE:

To: City of Columbus, Nebraska
Owner

And To: _____
Contractor

From: Gilmore & Associates, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated December 2nd, 2019, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Initial:
OWNER _____
ENGINEER MM

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$500,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ N/A |
| 2) General Aggregate: | \$ N/A |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |

2. By Owner:

- | | |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

b. Employer's Liability --

1) Each Accident	\$500,000
2) Disease, Policy Limit	\$500,000
3) Disease, Each Employee	\$500,000

c. General Liability --

1) General Aggregate:	\$1,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000

d. Excess Umbrella Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident	\$ N/A
---------------	--------

e. Other (specify): \$ N/A

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Gilmore & Associates, Inc.
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 2nd, 2019.

Initial:
OWNER _____
ENGINEER MSJ

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: December 2nd, 2019
- b. Owner: City of Columbus, Nebraska
- c. Engineer: Gilmore & Associates, Inc.
- d. Project: Lift Station No. 10 Replacment, Columbus, Nebraska - 2020

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____