

City Council Regular Meeting
Monday, December 16, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

- A. Minutes of December 2, 2019, City Council meeting.
- B. Resolution No. R19-176 approving application of Brad and Todd Luchsinger and Marvin and Enola Luchsinger for agricultural deferment of special assessments relating to Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).
- C. Resolution No. R19-177 approving application of Lois Rodehorst and J.L.O. Properties, LLC by and through its authorized member John L. Obrist, Jr. for agricultural deferment of special assessments relating to Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue).
- D. Resolution No. R19-178 authorizing payment of various improvement projects.
- E. Resolution No. R19-179 approving leases to hangar aircraft at Columbus Municipal Airport with David Andelt; Columbus Electronics, Inc.; Dowd Industries, Inc.; G.I.C., Inc.; Ignite Aero, LLC; Steve Larson; James and Susan Murphy; ND Air, LLC; NICOR, Inc.; Herman and Donna Person; Calvin Preston; Sky Roamers, LLC; and Michael Wendt. (Board of Airport Commissioners recommends approval.)
- F. Reappointment of Chris Dixon to Northeast Nebraska Area Agency on Aging for three-year term.
- G. Finance Department reports.

H. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS - None

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. COMMITTEE OF THE WHOLE - December 2, 2019

1. Highway 30/64 Connector Feasibility Study request

B. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - December 9, 2019

1. Amendment to Part II, Section B, of the Assessment Policy to include assessment of costs for Lift Stations to benefiting properties by a serviceable area basis.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

A. Appointment of Drew Glasshoff to Library Board for four-year term.

B. Participation in the Highway 30/64 Connector Feasibility Study, up to \$15,000, contingent upon participation from two other local jurisdictions.

C. Quote from Sirius Computer Solutions, Inc. in the amount of \$14,273.98 to renew maintenance agreement for IBM core server hardware.

D. Quote from Sirius Computer Solutions, Inc. in the amount of \$11,465.80 for Wi-Fi access points to be installed at new police facility.

E. Quote from Sysco Lincoln in the amount of \$35,334 for commercial dishwasher and steamer at Community Center.

F. Specifications and estimate of cost in the amount of \$85,000 for tandem axle transfer trailer for Department of Public Works Solid Waste Division and

authorization to advertise for bids. (Specifications on file in engineering department.)

G. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-180 awarding contract to Gehring Construction & Ready Mix Co., Inc. in the amount of \$1,306,533.20 for 2020 Concrete Paving Project.
- B. Resolution No. R19-181 awarding contract to Pavers, Inc. in the amount of \$384,712.50 for 2020 Asphalt Paving Project.
- C. Resolution No. R19-182 approving agreement with State of Nebraska Department of Economic Development for Community Development Block Grant No. 19-DTR-101 for Downtown Revitalization.
- D. Resolution No. R19-183 approving Service/Consultant Agreement with Northeast Nebraska Economic Development District for general administration services for Community Development Block Grant No. 19-DTR-101 for Downtown Revitalization.
- E. Resolution No. R19-184 adopting the Direct Homebuyer Assistance Program Guidelines including a Housing Reuse Plan for Recaptured and Program Income Funds for community development block grants.
- F. Resolution No. R19-185 approving agreement with HDR Engineering, Inc. in the amount of \$60,000 for evaluation phase services for South Mobility Study Project (formerly South Thoroughfare Study).

15. ORDINANCES ON FIRST READING

- A. Ordinance No. 19-47 creating Water Extension District No. 64 (23 Street/Shady Lake Road).
- B. Ordinance No. 19-48 creating Sewer Extension District No. 47 (23 Street/Shady Lake Road).
 - 1. Plans, specifications, and estimate of cost in the amount of \$428,000 for Water Extension District No. 64 and Sewer Extension District No. 47 and authorization to advertise for bids. (Plans and specifications on file in the Engineering Department.)

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

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

A. ARL Credit Services

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on December 2, 2019, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Prent Roth. Council Member Ron Schilling was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Police Chief Chuck Sherer.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **ELECTION OF COUNCIL PRESIDENT:** Bulkley called for nominations for President of the City Council. Roth nominated Bahr to serve as President of the City Council. Bulkley called for further nominations. No other nominations were brought forward. The nominations closed with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent. Bahr was elected as Council President with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
5. **APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE:**
 - 5.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.** The mayor's appointments to the Public Finance, Judiciary, and

Personnel Committee and the Public Property, Safety, and Works Committee were ratified with a motion by Bahr, and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

6. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 6.A. **Minutes of November 18, 2019, City Council meeting.**
 - 6.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.** Resolution No. R19-170 is entitled: 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 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.
 - 6.C. **Resolution No. R19-171 authorizing payment of various improvement projects.** Resolution No. R19-171 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: GEHRING CONSTRUCTION & READY MIX, INC. – DOWNTOWN TRAFFIC SIGNAL RENOVATIONS \$2,990.70.

6.D. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grant; S=Service & Supplies; T=Training 12/13/19 Payroll \$684,069.59; Ace Hardware 280.46 S; Advance Auto Parts 115.55 S; Amazon 3,855.90 S; American Payroll Institute 254.00 S; Aqua-Chem 822.45 S; AWE Acquisition 65.00 S; AWWA 1,937.00 S; Matthew Bender 6,817.69 S; R Bogus 135.72 E; BOKF NA 2,623,868.13 B; Bomgaars 646.14 S; D Boswell 138.20 E; CBS – Reporting 60.00 S; CCC 2,100.00 T; Central Parts 64.76 S; Col Custom Embroidery 610.00 S; Col Family Resource Ctr 17,850.00 S; Col Safety & Health Council 25.00 S; Telegram 45.00 S; Col Tire 15.00 S; Commonwealth Electric 553.50 S; Core & Main 1,722.33 S; Culligan 41.70 S; Dale Johnson Trucking 129.08 S; DHHS 345.00 T; Dohmen Garage Door 1,078.00 S; Eakes 653.48 S; Electrical Eng & Equip 368.76 S; Electronic Eng 7.20 S; Eller Heating 408.00 S; Ernst Auto 48.00 S; First National Bank 695.94 S; Fischer Scientific 227.70 S; Galls 516.22 S; GearGrid 6,523.00 S; Gehring Const 3,175.71 CP; Steffy Ford 32.00 S; Geocomm 15,859.00 S; Hach 103.56 S; Hadley-Braithwait 79.90 S; Hawkins 2,857.09 S; Hometown Leasing 177.97 S; Hy-Vee 632.86 S; Ingram Library Services 372.63 S; Island Supply Welding 145.03 S; Jackson Services 253.47 S; K-C Auto 118.17 S; Kelly Supply 63.35 S; Koch Excavating 4,572.00 S; La Quinta Inn 1,979.10 T; Larson Family Real Estate 9,800.90 B; Lawson Products 362.20 S; Layne Grantie 23,642.00 S; Macqueen Equip 1,643.86 S; Mailbox 509.34 S; MailFinance 642.63 S; Mechanical Sales 1,235.00 S; Menards 648.93 S; L Menke 31.00 E; Mid-American Research 152.00 S; Mid-State Eng & Testing 4,567.00 CP; MW Service 338.22 S; Motorola Solutions 7,235.90 S; NAPA 116.24 S; NE Dept of Environmental Quality 150.00 T; NE Public Health 907.00 S; Newman Signs 6,209.94 S; Norfolk Daily News 208.00 S; NENEDD 1,482.84 G; Occupational Health 1,368.00 S; Officenet 277.91 S; Olson’s Pest Techn 141.00 S; One Source 360.00 S; Optimist Club 25.00 S; O’Reilly 220.36 S; Register of Deeds 22.00 S; Reardon 309.90 S; Sandry Fire Supply 281.15 S; Sears 629.97 S; Sherwin-Williams 186.84 S; Shevlin Supply 222.65 S; Sipple, Hansen, Emerson, Schumacher & Klutman 6,870.95 S; Southern Carlson 31.63 S; Super Saver 90.27 S; L Svoboda 218.00 E; Sysco 5,650.53 S; Home Depot 59.79 S; TotalFunds 1,000.00 S; Tractor Supply 438.16 S; Truck Center 418.11 S; Ty’s Outdoor Power 26,683.86 CP; U & I Sanitation 41.75 S; UPRR 3,519.59 CP; USPS 235.00 S; UPS 102.40 S; USA Blue Book 1,298.20 S; Utility Equip 3,190.58 S; Walmart 412.79 S; Wells Fargo 112,585.00 B; West Point Implement 203.74 S; B Zakrzewski 13.77 E. TOTAL \$2,930,437.65 3,614,507.24

7. APPROVAL OF MINUTES: Included in Consent Agenda

8. SPECIAL PRESENTATIONS: None

9. PUBLIC HEARINGS:

9.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.** No public testimony was heard. The public hearing closed with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
- 9.A.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.** Resolution No. R19-172 entitled: 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 INSTALLATION, MAINTENANCE, AND OPERATION OF A LIFT STATION was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
- 9.A.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.** Resolution No. R19-173 entitled: 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 was adopted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
- 9.B. Public hearing – Town hall meeting to consider Northeast Nebraska Solid Waste Coalition budget for fiscal year ending September 30, 2020.** No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.
- 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:**
 - 15.A. **Quote from Butler Human Services Furniture in the amount of \$11,378.48 for beds and mattresses at new fire station.** The quote for beds and mattresses was awarded to Butler Human Services Furniture with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 15.B. **Quote from Security Equipment, Inc. in the amount of \$17,113 for additional security features at new police station.** The quote for additional security features at new police station was awarded to Security Equipment, Inc. with a motion by Bahr, and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 15.C. **Comments from mayor and city council members.** Augustine-Schulte encouraged everyone to shop local this holiday season. Kresha commended Bulkley on the informative articles he submits to the Telegram.
16. **RESOLUTIONS:**
 - 16.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.** Resolution No. R19-174 entitled: 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 was adopted with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 16.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.** Resolution No. R19-175 entitled: 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; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
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 meeting adjourned at 7:20 p.m. with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

Presented and approved this 16 day of December, 2019.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R19- 176

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF BRAD LUCHSINGER AND TODD LUCHSINGER AS THE OWNERS OF A REMAINDER INTEREST IN THE FOLLOWING DESCRIBED PROPERTY, AND MARVIN LUCHSINGER AND ENOLA LUCHSINGER AS THE OWNERS OF A LIFE INTEREST IN THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, LYING SOUTHERLY AND WESTERLY OF THE LOUP PUBLIC POWER DISTRICT CANAL RIGHT-OF-WAY, EXCEPT THE FOLLOWING: A TRACT OF LAND LOCATED IN PART OF THE SW 1/4 OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M. IN PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF SAID SW 1/4; THENCE SOUTHERLY, A DISTANCE OF 144.74', ON THE WEST LINE OF SAID SW 1/4, TO THE POINT OF BEGINNING; THENCE EASTERLY, DEFLECTING 90°00'00" LEFT, A DISTANCE OF 33.00'; THENCE SOUTHERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 302.83'; THENCE SOUTHEASTERLY, DEFLECTING 47°40'42" LEFT, A DISTANCE OF 3,189.10'; THENCE EASTERLY, DEFLECTING 42°53'37" LEFT, A DISTANCE OF 268.82', TO A POINT ON THE EAST LINE OF SAID SW 1/4; THENCE SOUTHERLY, ON THE EAST LINE OF SAID SW 1/4, A DISTANCE OF 33.00', TO THE SOUTHEAST CORNER OF SAID SW 1/4; THENCE WESTERLY, ON THE SOUTH LINE OF SAID SW 1/4, A DISTANCE OF 1090.26'; THENCE NORTHERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 33.00'; THENCE EASTERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 542.30'; THENCE NORTHWESTERLY, DEFLECTING 137°08'29" LEFT, A DISTANCE OF 2,811.32'; THENCE SOUTHERLY, DEFLECTING 132°19'18" LEFT, A DISTANCE OF 488.67'; THENCE WESTERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 33.00' TO A POINT ON THE WEST LINE OF SAID SW 1/4; THENCE NORTHERLY, ON THE WEST LINE OF SAID SW 1/4, A DISTANCE OF 1,048.47', TO THE POINT OF BEGINNING, PLATTE COUNTY, NEBRASKA, FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 46 (LOST CREEK PARKWAY FROM 38 STREET TO WEST OF 10 AVENUE).

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Application for an Agricultural Deferment of Brad Luchsinger and Todd Luchsinger as the owners of a remainder interest and Marvin Luchsinger and Enola Luchsinger as the owners of a life interest for a tract of land in the SW 1/4 of Section 9, Township 17 North, Range 1 East of the 6th P.M., all in Platte County, Nebraska, more particularly described as follows: A tract of land located in part

of the SW 1/4 of Section 9, Township 17 North, Range 1 East of the 6th P.M. in Platte County, Nebraska, described as follows: Referring to the northwest corner of said SW 1/4; thence southerly, a distance of 144.74', on the west line of said SW 1/4, to the point of beginning; thence easterly, deflecting 90°00'00" left, a distance of 33.00'; thence southerly, deflecting 90°00'00" right, a distance of 302.83'; thence southeasterly, deflecting 47°40'42" left, a distance of 3,189.10'; thence easterly, deflecting 42°53'37" left, a distance of 268.82', to a point on the east line of said SW 1/4; thence southerly, on the east line of said SW 1/4, a distance of 33.00', to the southeast corner of said SW 1/4; thence westerly, on the south line of said SW 1/4, a distance of 1090.26'; thence northerly, deflecting 90°00'00" right, a distance of 33.00'; thence easterly, deflecting 90°00'00" right, a distance of 542.30'; thence northwesterly, deflecting 137°08'29" left, a distance of 2,811.32'; thence southerly, deflecting 132°19'18" left, a distance of 488.67'; thence westerly, deflecting 90°00'00" right, a distance of 33.00' to a point on the west line of said SW 1/4; thence northerly, on the west line of said SW 1/4, a distance of 1,048.47', to the point of beginning, Platte County, Nebraska, relating to the special assessments for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue) should be and hereby is approved; the City Council having determined that said property is within an agricultural use zone and is used exclusively for agricultural use and that the owners of said property have notified the Platte County Register of Deeds of such application in writing prior to the approval being granted herein.

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: December 9, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #46 – Application for Deferral of Assessment - Luchsinger Property

RECOMMENDATION:

I recommend approval of the Resolution for an agricultural deferral to Brad Luchsinger and Todd Luchsinger and Marvin and Enola Luchsinger on Sewer Extension District (SED) #46.

DISCUSSION:

The property located in part of the SW ¼ Section 9, Township 17 North, Range 1 East is zoned Agricultural and used for agriculture as defined in State Statute 19-2429.

The agricultural deferral was forwarded by the owners, through their attorney, to the Platte County Register of Deeds.

The agricultural deferment would be terminated upon sale or transfer to a new owner who does not make a new application within 60 days of the sale of transfer in accordance with State Statute 19-2430. It would also be terminated if the agricultural zoning and land use is revised.

FISCAL IMPACT:

The deferred assessment amount was estimated at \$284,034.38.

ALTERNATIVE:

None. Approval required by State Statute.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

APPLICATION FOR DEFERRAL OF ASSESSMENT

TO: City Council of Columbus, Nebraska

RE: Luchsinger **Application for Deferral of Assessment** against Part of the SW ¼ 9-17N, R1E, Platte County, Nebraska Created Pursuant to Ordinance No. 19-25 Creating Sanitary Sewer Extension District No. 46 of the City of Columbus, Nebraska

COME NOW **Brad Luchsinger and Todd Luchsinger** as the owners of a remainder interest in the following described property, and **Marvin Luchsinger and Enola Luchsinger** as the owners of a life interest in the following described property, to wit:

The Southwest Quarter of Section 9, Township 17, North, Range 1, East of the 6th P.M., Platte County, Nebraska, lying Southerly and Westerly of the Loup Public Power District Canal Right-of-Way, EXCEPT the following:

A tract of land located in part of the SW ¼ of Section 9, Township 17, North, Range 1, East of the 6th P.M. in Platte County, Nebraska, described as follows:

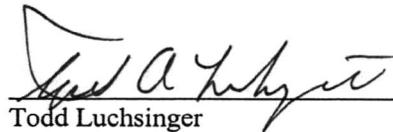
Referring to the northwest corner of said SW ¼; thence southerly, a distance of 144.74', on the west line of said SW ¼, to the point of beginning; thence easterly, deflecting 90°00'00" left, a distance of 33.00'; thence southerly, deflecting 90°00'00" right, a distance of 302.83'; thence southeasterly, deflecting 47°40'42" left, a distance of 3,189.10'; thence easterly, deflecting 42°53'37" left, a distance of 268.82', to a point on the east line of said SW ¼; thence southerly, on the east line of said SW ¼, a distance of 33.00', to the southeast corner of said SW ¼; thence westerly, on the south line of said SW ¼, a distance of 1090.26'; thence northerly, deflecting 90°00'00" right, a distance of 33.00'; thence easterly, deflecting 90°00'00" right, a distance of 542.30'; thence northwesterly, deflecting 137°08' 29" left, a distance of 2,811.32'; thence southerly, deflecting 132°19'18" left, a distance of 488.67'; thence westerly, deflecting 90°00'00" right, a distance of 33.00' to a point on the west line of said SW ¼; thence northerly, on the west line of said SW ¼, a distance of 1,048.47', to the point of beginning,

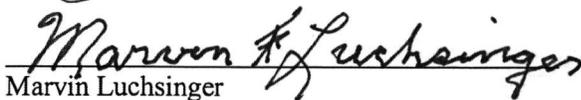
and pursuant to the provisions of Neb. Rev. Stat. §§19-2428 to 19-2431, hereby make Application to the City Council for the deferral of any special assessment against the above described real estate created, assessed or levied pursuant to Ordinance No. 19-25 of the Mayor and Council of the City of Columbus creating Sanitary Sewer Extension District No. 46 of the City of Columbus, which includes within its boundaries, the real estate described above.

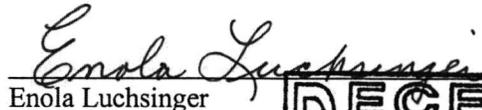
As support for said deferral, the undersigned submit that the above described property is within an agricultural use zone and is used exclusively for agricultural use or purposes within the meaning of Neb. Rev. Stat. §77-1359.

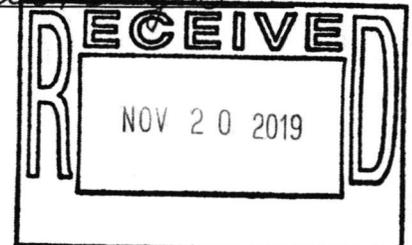
Dated his 20 day of November, 2019.


Brad Luchsinger


Todd Luchsinger


Marvin Luchsinger


Enola Luchsinger



RESOLUTION NO. R19- 177

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF LOIS RODEHORST AND J.L.O. PROPERTIES, L.L.C., BY AND THROUGH JOHN L. OBRIST, JR., ITS AUTHORIZED MEMBER, AS THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THE N 1/2 SE 1/4 AND ALL THAT PART OF THE S 1/2 S 1/2 NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 EAST, OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, LYING SOUTH OF THE LOST CREEK AS ESTABLISHED IN THE DEED RECORDED IN BOOK 174, PAGE 691 DEED RECORDS, PLATTE COUNTY, NEBRASKA, AND EXCEPT THAT PORTION GIVEN TO THE CITY OF COLUMBUS, NEBRASKA, BY RETURN OF APPRAISERS, FILED JUNE 24, 2005, IN BOOK 214, PAGE 323 OF DEED RECORDS, PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE N 1/2 SE 1/4 AND PART OF THE S 1/2 S 1/2 NE 1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 EAST, OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID S 1/2 S 1/2 NE 1/4; THENCE NORTHERLY, A DISTANCE OF 59.79 FEET, ALONG THE WEST LINE OF SAID S 1/2 S 1/2 NE 1/4; THENCE EASTERLY, DEFLECTING 86°45'01" RIGHT, A DISTANCE OF 1,324.33 FEET; THENCE EASTERLY, DEFLECTING 0°11'54" LEFT, A DISTANCE OF 95.27 FEET; THENCE EASTERLY, DEFLECTING 3°57'29" RIGHT, A DISTANCE OF 305.10 FEET; THENCE EASTERLY, DEFLECTING 6°03'28" RIGHT, A DISTANCE OF 574.78 FEET; THENCE EASTERLY, DEFLECTING 7°10'14" LEFT, A DISTANCE OF 317.62 FEET; THENCE SOUTHERLY, DEFLECTING 90°26'13" RIGHT, A DISTANCE OF 200.38 FEET; THENCE EASTERLY, DEFLECTING 90°00'00" LEFT, A DISTANCE OF 33.00 FEET, TO A POINT ON THE EAST LINE OF SAID N 1/2 SE 1/4; THENCE SOUTHERLY, 1,048.47 FEET, ON THE EAST LINE OF SAID N 1/2 SE 1/4; THENCE WESTERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 33.00 FEET; THENCE NORTHERLY, DEFLECTING 90°00'00" RIGHT, A DISTANCE OF 21.68 FEET; THENCE NORTHWESTERLY, DEFLECTING 23°10'44" LEFT, A DISTANCE OF 413.21 FEET; THENCE NORTHERLY, DEFLECTING 24°16'27" RIGHT, A DISTANCE OF 276.64 FEET; THENCE NORTHWESTERLY, DEFLECTING 48°48'16" LEFT, A DISTANCE OF 223.41 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF AN 1,100.00-FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 865.65 FEET, THE CHORD OF SAID ARC DEFLECTING 22°32'41" LEFT FROM THE LAST DESCRIBED COURSE; THENCE WESTERLY, DEFLECTING 22°32'41" LEFT FROM THE LAST DESCRIBED CHORD, A DISTANCE OF 1,496.62 FEET; THENCE NORTHERLY DEFLECTING 92°58'12" RIGHT, A DISTANCE OF 140.57 FEET ALONG THE WEST LINE OF SAID N 1/2 SE 1/4 TO THE POINT OF BEGINNING, CONTAINING 18.18 ACRES,

MORE OR LESS, PLATTE COUNTY, NEBRASKA, FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 46 (LOST CREEK PARKWAY FROM 38 STREET TO WEST OF 10 AVENUE).

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Application for an Agricultural Deferment of Lois Rodehorst and JLO Properties LLC by and through John L. Obrist, Jr., its authorized member, as the owners of the tract of land in the S1/2 S1/2 NE1/4 of Section 8, Township 17 North, Range 1 East of the 6th P.M. , all in Platte County, Nebraska, lying South of the Lost Creek as established in the deed recorded in Book 174, Page 691, deed records, Platte County, Nebraska, except that portion given to the City of Columbus, Nebraska, by Returns to Appraisers, filed June 24, 2005, Book 214, Page 323 of Deed Records, Platte County, Nebraska, more particularly described as follows: A tract of land located in the N 1/2 SE 1/4 and part of the S 1/2 S 1/2 NE 1/4 of Section 8, Township 17, North, Range 1, East of the 6th P.M., Platte County, Nebraska, described as follows: Beginning at the Southwest corner of said S 1/2 S 1/2 NE 1/4; thence Northerly, a distance of 59.79 feet, along the West line of said S 1/2 S 1/2 NE 1/4; thence Easterly, deflecting 86°45'01" right, a distance of 1,324.33 feet; thence Easterly, deflecting 0°11'54" left, a distance of 95.27 feet; thence Easterly, deflecting 3°57'29" right, a distance of 305.10 feet; thence Easterly, deflecting 6°03'28" right, a distance of 574.78 feet; thence Easterly, deflecting 7°10'14" left, a distance of 317.62 feet; thence Southerly, deflecting 90°26'13" right, a distance of 200.38 feet; thence Easterly, deflecting 90°00'00" left, a distance of 33.00 feet, to a point on the East line of said N 1/2 SE 1/4; thence Southerly, 1,048.47 feet, on the East line of said N 1/2 SE 1/4; thence Westerly, deflecting 90°00'00" right, a distance of 33.00 feet; thence Northerly, deflecting 90°00'00" right, a distance of 21.68 feet; thence Northwesterly, deflecting 23°10'44" left, a distance of 413.21 feet; thence Northerly, deflecting 24°16'27" right, a distance of 276.64 feet; thence Northwesterly, deflecting 48°48'16" left, a distance of 223.41 feet; thence Northwesterly along the arc of an 1,100.00-foot radius curve to the left, a distance of 865.65 feet, the chord of said arc deflecting 22°32'41" left from the last described course; thence Westerly, deflecting 22°32'41" left from the last described chord, a distance of 1,496.62 feet; thence Northerly deflecting 92°58'12" right, a distance of 140.57 feet along the West line of said N 1/2 SE 1/4 to the point of beginning, containing 18.18 acres, more or less, Platte County, Nebraska, relating to the special assessments for Sewer Extension District No. 46 (Lost Creek Parkway from 38 Street to west of 10 Avenue) should be and hereby is approved; the City Council having determined that said property is within an agricultural use zone and is used exclusively for agricultural use and that the owners of said property have notified the Platte County Register of Deeds of such application in writing prior to the approval being granted herein.

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: December 9, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #46 – Application for Deferral of Assessment – Rodehorst and J.L.O. Properties, LLC Property

RECOMMENDATION:

I recommend approval of the Resolution for an agricultural deferral to Lois Rodehorst and J.L.O. Properties, LLC by and through John L. Obrist, Jr., its Authorized Member on Sewer Extension District (SED) #46.

DISCUSSION:

The property located in part of the N ½ SE ¼ and part of the S ½ S ½, NE ¼ of Section 8, Township 17 North, Range 1 East is zoned Agricultural and used for agriculture as defined in State Statute 19-2429.

The agricultural deferral was forwarded by the owners, through their attorney, to the Platte County Register of Deeds.

The agricultural deferment would be terminated upon sale or transfer to a new owner who does not make a new application within 60 days of the sale of transfer in accordance with State Statute 19-2430. It would also be terminated if the agricultural zoning and land use is revised.

FISCAL IMPACT:

The deferred assessment amount was estimated at \$257,985.92.

ALTERNATIVE:

None. Approval required by State Statute.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

APPLICATION FOR DEFERRAL OF ASSESSMENT

TO: City Council of Columbus, Nebraska

RE: **Rodehorst and J.L.O. Properties, L.L.C.** Application for Deferral of Assessment against Part of the N ½ of 8-17N, R1E, Platte County, Nebraska, to be levied pursuant to Ordinance No. 19-25 Creating Sanitary Sewer Extension District No. 46 of the City of Columbus, Nebraska

COME NOW Lois Rodehorst and J.L.O. Properties, L.L.C., by and through John L. Obrist, Jr., its Authorized Member as the owners of the following described property, to wit:

The N ½ SE ¼ and all that part of the S ½ S ½ NE ¼ of Section 8, Township 17, North, Range 1, East of the 6th P.M., Platte County, Nebraska, lying South of the Lost Creek as established in the deed recorded in Book 174, Page 691, deed records, Platte County, Nebraska, *and except* that portion given to the City of Columbus, Nebraska, by Return of Appraisers, filed June 24, 2005, in Book 214, Page 323 of Deed Records, Platte County, Nebraska, described as follows:

A tract of land located in the N ½ SE ¼ and part of the S ½ S ½ NE ¼ of Section 8, Township 17, North, Range 1, East of the 6th P.M., Platte County, Nebraska, described as follows:

Beginning at the Southwest corner of said S ½ S ½ NE ¼; thence Northerly, a distance of 59.79 feet, along the West line of said S ½ S ½ NE ¼; thence Easterly, deflecting 86°45'01" right, a distance of 1,324.33 feet; thence Easterly, deflecting 0°11'54" left, a distance of 95.27 feet; thence Easterly, deflecting 3°57'29" right, a distance of 305.10 feet; thence Easterly, deflecting 6°03'28" right, a distance of 574.78 feet; thence Easterly, deflecting 7°10'14" left, a distance of 317.62 feet; thence Southerly, deflecting 90°26'13" right, a distance of 200.38 feet; thence Easterly, deflecting 90°00'00" left, a distance of 33.00 feet, to a point on the East line of said N ½ SE ¼; thence Southerly, 1,048.47 feet, on the East line of said N ½ SE ¼; thence Westerly, deflecting 90°00'00" right, a distance of 33.00 feet; thence Northerly, deflecting 90°00'00" right, a distance of 21.68 feet; thence Northwesterly, deflecting 23°10'44" left, a distance of 413.21 feet; thence Northerly, deflecting 24°16'27" right, a distance of 276.64 feet; thence Northwesterly, deflecting 48°48'16" left, a distance of 223.41 feet; thence Northwesterly along the arc of an 1,100.00-foot radius curve to the left, a distance of 865.65 feet, the chord of said arc deflecting 22°32'41" left from the last described course; thence Westerly, deflecting 22°32'41" left from the last described chord, a distance of 1,496.62 feet; thence Northerly, deflecting 92°58'12" right, a distance of 140.57 feet along the West line of said N ½ SE ¼ to the point of beginning, containing 18.18 acres, more or less.

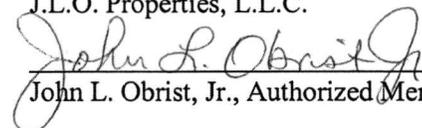
and pursuant to the provisions of Neb. Rev. Stat. §§19-2428 to 19-2431, hereby make Application to the City Council for the deferral of any special assessment against the above described real estate created, assessed or levied pursuant to Ordinance No. 19-25 of the Mayor and Council of the City of Columbus creating Sanitary Sewer Extension District No. 46 of the City of Columbus, which includes within its boundaries, the real estate described above.

As support for said deferral, the undersigned submit that the above described property is within an agricultural use zone and is used exclusively for agricultural use or purposes within the meaning of Neb. Rev. Stat. §77-1359.

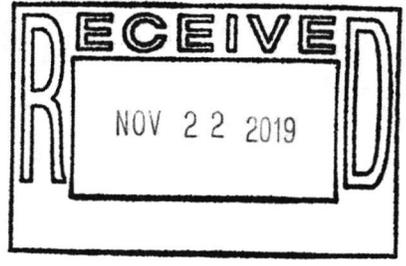
Dated his 21st day of November, 2019.



Lois Rodehorst

J.L.O. Properties, L.L.C.


John L. Obrist, Jr., Authorized Member



RESOLUTION NO. R19- 178

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

B-D Construction, Inc.	Fire Station	\$672,758.33
B-D Construction, Inc.	Police Station	\$230,193.60
Eriksen Construction Co., Inc.	WWTF Ph. 4	\$619,174.38
Gehring Construction & Ready Mix, Inc.	Traffic Signal Renovation	\$ 43,591.86
Obrist & Co., Inc.	SED#46 Lost Creek from 38 St. to West of 10 Ave.	\$148,688.73

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

B-D Construction, Inc.	Fire Station	\$672,758.33
B-D Construction, Inc.	Police Station	\$230,193.60
Eriksen Construction Co., Inc.	WWTF Ph. 4	\$619,174.38
Gehring Construction & Ready Mix, Inc.	Traffic Signal Renovation	\$ 43,591.86
Obrist & Co., Inc.	SED#46 Lost Creek from 38 St. to West of 10 Ave.	\$148,688.73

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus, NE
 2424 14th Street
 COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION
 COLUMBUS, NE 68601

APPLICATION NO: 16
PERIOD TO: 11/30/2019

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock
 110 Armour Road
 North Kansas City, MO 64116

ARCHITECT'S PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,634,360.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>7,634,360.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>5,532,763.56</u>
5. RETAINAGE:		
a. <u>7.65</u> % of Completed Work	\$	<u>392,889.65</u>
b. <u>6.75</u> % of Stored Material	\$	<u>26,706.90</u>
Total retainage (Line 5a + 5b)	\$	<u>419,596.55</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>5,113,167.01</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>4,440,408.68</u>
8. CURRENT PAYMENT DUE	\$	<u>672,758.33</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>2,521,192.99</u>

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

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

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

By: Bryan L. Kearney Date: 11.27.19
 Bryan L. Kearney Treasurer

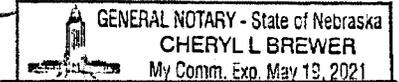
State of: NE

County of: Platte

Subscribed and Sworn to before me this 27th Day of Nov. 20 19

Notary Public: Cheryl L Brewer

My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 672,758.33

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

ARCHITECT: WSKF ARCHITECTS INC
 By: [Signature] Date: 11-27-19

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

[Signature] 12/9/19

CIP 20-88
 211-211-57550-20088

COPY

Contractor's Application for Payment No. 19

	Application Period: 11-01-19-thru 11-30-19	Application Date: 12/2/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.	Page 1 of 4
Project:	Contract: New Columbus Police Station	
Project Number:	Contractor's Project No.: 18-014	Subcontract Number

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	S \$7,782,583.00
2. Net change by Change Orders.....	S
3. Current Contract Price (Line 1 + 2).....	S \$7,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE	
(Column G Total on Continuation Sheet).....	S \$7,282,727.95
5. RETAINAGE:	
a. X Work Completed.....	S \$390,649.64
b. X Stored Material.....	S
c. Total Retainage (Line 5.a + Line 5.b).....	S \$390,649.64
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	S \$6,892,078.31
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	S \$6,661,884.71
8. AMOUNT DUE THIS APPLICATION.....	S \$230,193.60
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column H Total on Continuation Sheet + Line 5.c above).....	S <u>\$890,504.69</u>

\$ 880,504.69

Contractor's Certification

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

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

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

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

Contractor Signature

By: Chris Langan, Vice President Date: 12/2/2019

Payment of: \$ 230,193.60
(Line 8 or other - attach explanation of the other amount)

is recommended by: 12/10/19
(Date)

12/10/19

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

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

CIP 20-87
211-211-57550



COPY



Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 14	Application Period: 11/01/19 to 11/30/19

Application for Payment

Change Order Summary

Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE	8,850,686.00
Number	Date Approved	Additions	Deductions	2. Net change by Change Orders	-
				3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	7,384,912.88
				5. RETAINAGE: (Retainage Held through Pay App 13)	676,573.85
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	6,708,339.03
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	6,089,164.65
				8. AMOUNT DUE THIS APPLICATION	619,174.38
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	2,142,346.97
TOTALS					
NET CHANGE TO CONTRACT BY CHANGE ORDERS		\$ -	\$ -		

Change Orders Approved for Allowance Modifications			
1	Date	Additions	Deductions
1	12/13/18	\$ 16,011.00	
2	12/05/19	\$ 43,653.00	
3			
4			
5			
TOTALS		\$ 59,664.00	\$ -
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS		\$ 59,664.00	
ALLOWANCE REMAINING :		\$ 40,336.00	

Contractor's Certification

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

Contractor: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 12/5/19

Casey Ackermann

Payment of: \$ 619,174.38 is recommended

HDR Date: 12/05/19

By: *Amit Shrivastava*

Payment of: \$ 619,174.38 is recommended

City of Columbus Date: 12/9/19

By: *Nickel*

CIP 20-47
500-501-57200

Contractor's Application for Payment No. 4

COPY

	Application Period: 11/18/19 to 12/2/19	Application Date: 12/2/2019
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
TOTALS			
NET CHANGE BY CHANGE ORDERS			

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).....	\$ 390,069.16
5. RETAINAGE:	
a. 10% X \$359,572.66 Work Completed.....	\$ 35,957.27
b. 10% X \$30,496.50 Stored Material.....	\$ 3,049.65
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 39,006.92
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 351,062.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 307,470.38
8. AMOUNT DUE THIS APPLICATION.....	\$ 43,591.86
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 482,656.00

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: 12-2-19

Payment of: \$ 43,591.86
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Stephen Anderson* 12/19/19
(Date)

Payment of: \$ 43,591.86
(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
200-200-57300-20073

COPY
1

Contractor's Application for Payment No. 1

Application Period: 1		Application Date: 12/2/19
To (Owner): City of Columbus	From (Contractor): (Division I) Obrist & Co., Inc.	Via (Engineer): HDR Engineering, inc.
Project: SED #46 Lost Creek from 38th St. to West of 10th Avenue	Contract:	
Owner's Contract No.:	Contractor's Project No.: 19-327	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 698,875.75
2. Net change by Change Orders.....	\$
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 698,875.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 165,209.70
5. RETAINAGE:	
a. 10% X \$165,209.70 Work Completed.....	\$ 16,520.97
b. X \$95,547.20 Stored Material.....	\$
c. Total Retainage (Line 5a + Line 5b).....	\$ 16,520.97
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 148,688.73
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 148,688.73
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 550,187.02

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: John L. Obrist Date: 12/2/19

Payment of: \$ 148,688.73
(Line 8 or other - attach explanation of the other amount)

is recommended by: Kylie Wilnes 12/6/19
(Engineer) (Date)

Payment of: \$ 148,688.73
(Line 8 or other - attach explanation of the other amount)

is approved by: Arthur [Signature] 12/9/19
(Owner) (Date)

Approved by: _____ (Date)
Funding Agency (if applicable)

CIP 20-91
500-500-57300-20091

RESOLUTION NO. R19- 179

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING LEASES TO HANGAR AIRCRAFT AT THE COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, leases will be issued to the following users of hangar space at the Columbus Municipal Airport:

- David L. Andelt (Hangar No. 1240SW)
- Columbus Electronics, Inc. (Hangar No. 1508-3)
- Dowd Industries, Inc. (Hangar No. 1240SE)
- G.I.C., Inc. (Hangar No. 1240NW)
- Ignite Aero, LLC (Hangar No. 1508-4)
- Steve E. Larson (Hangar No. 1412N)
- James C. Murphy & Susan E. Murphy (Hangar No. 1508-7)
- ND Air, LLC (Hangar No. 1240NE)
- NICOR, Inc. (Hangar No. 1412W)
- Herman R. Person & Donna M. Person (Hangar No. 1508-8)
- Calvin Preston (Hangar No. 1508-2)
- Sky Roamers, LLC (Hangar No. 1315-1)
- Michael Wendt (Hangar No. 1508-1); and,

WHEREAS, the Board of Airport Commissioners authorized the preparation and execution of these leases to hangar aircraft.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the aforementioned leases to hangar aircraft at the Columbus Municipal Airport, copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as “City”), and David L. Andelt (hereinafter referred to as “Lessee(s)”).

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1240SW at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Twenty Dollars (\$1,020). This fee shall be paid in two semi-annual installments of Five Hundred Ten Dollars (\$510), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Columbus Electronics, Inc. (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-3 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Dowd Industries, Inc. (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1240SE at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Twenty Dollars (\$1,020). This fee shall be paid in two semi-annual installments of Five Hundred Ten Dollars (\$510), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.

3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.

4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and G.I.C., Inc. (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1240NW at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Twenty Dollars (\$1,020). This fee shall be paid in two semi-annual installments of Five Hundred Ten Dollars (\$510), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as “City”), and Ignite Aero, LLC (hereinafter referred to as “Lessee(s)”).

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-4 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as “City”), and Steve E. Larson (hereinafter referred to as “Lessee(s)”).

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1412N at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Three Hundred Eighty Dollars (\$1,380). This fee shall be paid in two semi-annual installments of Six Hundred Ninety Dollars (\$690), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.

3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.

4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and James C. Murphy & Susan E. Murphy (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-7 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and ND Air, LLC (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1240NE at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Twenty Dollars (\$1,020). This fee shall be paid in two semi-annual installments of Five Hundred Ten Dollars (\$510), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either “Agreement” or “Lease”) made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as “City”), and NICOR, Inc. (hereinafter referred to as “Lessee(s)”).

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1412W at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Three Thousand One Hundred Twenty Dollars (\$3,120). This fee shall be paid in two semi-annual installments of One Thousand Five Hundred Sixty Dollars (\$1,560), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Herman R. Person & Donna M. Person (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-8 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Calvin Preston (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-2 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Sky Roamers, LLC (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1315-1 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Seven Hundred Eighty Dollars (\$780). This fee shall be paid in two semi-annual installments of Three Hundred Ninety Dollars (\$390), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
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LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2020, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and Michael Wendt (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-1 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
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The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: December 5, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following name to you for reappointment at the December 16, 2019, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

NORTHEAST NEBRASKA AREA AGENCY ON AGING
(Three-Year Term)
Chris Dixon


James B. Bulkley, Mayor

Committees&boards/AppointReappoint/NENEAgencyonAging

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2018 TO 11/30/2019
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2018	Total Debits	Total Credits	Ending Balance 11/30/2019
100	GENERAL FUND	7,987,294.81	148,411,879.28	150,166,990.05	6,232,184.04
160	PLATE CO LIBRARY SERVICE	38,498.26	222,785.77	204,648.99	56,635.04
189	PERPETUAL CARE	75,790.00	3,257.28	1,600.00	77,447.28
200	STREETS/ENGINEERING	2,112,716.73	10,150,693.39	11,679,336.06	584,074.06
205	AIRPORT	914,480.96	704,176.44	691,496.69	927,160.71
210	SALES TAX	10,029,288.34	11,741,728.83	13,551,796.04	8,219,221.13
211	1/2 CENT SALES TAX	15,833,535.18	27,205,184.64	34,396,766.56	8,641,953.26
220	COMMUNICATIONS - E911	34,821.41	475,754.56	1,014,844.70	(504,268.73)
221	COMMUNICATIONS - WIRELESS E911	(20,765.61)	191,015.03	210,438.79	(40,189.37)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(640.82)	26,756.00	30,496.00	(4,380.82)
240	HOUSING REHAB & LOANS	107,727.69	776,010.79	722,592.40	161,146.08
250	ECONOMIC DEVL REUSE	93,096.66	3,526.98	2,250.00	94,373.64
260	PROGRESS AND JOBS GROWTH	1,358,482.06	1,280,812.40	1,484,800.00	1,154,494.46
270	KENO	822,218.68	665,959.86	509,000.00	979,178.54
300	CAPITAL PROJECTS	(1,073,621.07)	1,139,474.51	65,853.44	0.00
400	DEBT SERVICE FUND	928,109.41	6,301,105.76	6,899,662.69	329,552.48
480	COMMUNITY REDEVL AUTH	37,362.54	124,554.00	120,232.29	41,684.25
500	UTILITY SERVICE	8,171,004.52	50,810,271.43	43,206,423.18	15,774,852.77
520	WATER	8,190,239.99	8,910,258.73	6,660,301.41	10,440,197.31
530	LOUP DISTRIBUTION	1,066,455.18	7,224,435.25	6,031,900.00	2,258,990.43
560	STORMWATER UTILITY	(4,111.25)	574,157.54	325,873.39	244,172.90
570	SOLID WASTE DIVISION	1,250,320.14	3,744,467.44	3,409,245.43	1,585,542.15
600	HEALTH INSURANCE	1,919,630.75	2,099,501.13	2,023,186.40	1,995,945.48
700	POLICE PENSION	57,592.85	5,846.78	4,691.04	58,748.59
710	FIRE PENSION	39,952.47	32,396.97	34,544.00	37,805.44
730	LICENSES TO SCHOOLS	0.00	24,655.00	16,165.00	8,490.00
740	LIBRARY FOUNDATION	2,472,624.73	55,070.25	0.00	2,527,694.98
745	LIBRARY ENDOWMENT	1,644,040.62	24,624.63	0.00	1,668,665.25
750	GERRARD PARK TRUST	137,466.65	9,079.08	6,725.91	139,819.82
999	PAYROLL CLEARING	36,046.59	16,660,430.39	16,637,211.73	59,265.25
	TOTAL - ALL FUNDS	64,259,658.47	299,599,870.14	300,109,072.19	63,750,456.42

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 12/17/2019 - 12/17/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
42874	DUNBAR DOUGLAS	12/02/2019	12/17/2019	6,154.00	6,154.00	Open	N
43044	FRONTIER COOPERATIVE COMPANY	12/02/2019	12/17/2019	9,975.89	9,975.89	Open	N
43434	HDR ENGINEERING INC	10/03/2019	12/17/2019	5,847.22	5,847.22	Open	N
43459	JEO CONSULTING GROUP INC	12/09/2019	12/17/2019	6,250.00	6,250.00	Open	N
42935	LOGAN CONTRACTORS SUPPLY INC	11/25/2019	12/17/2019	5,040.00	5,040.00	Open	N
43164	LOUP POWER DISTRICT E	12/03/2019	12/17/2019	9,478.74	9,478.74	Open	N
43353	MOTOROLA SOLUTIONS INC.	12/11/2019	12/17/2019	7,173.95	7,173.95	Open	N
43526	SAPP BROS PETROLEUM INC	11/19/2019	12/17/2019	5,742.00	5,742.00	Open	N
43529	SAPP BROS PETROLEUM INC	11/04/2019	12/17/2019	5,475.00	5,475.00	Open	N
43390	SEADSCHLAG CHARLES	11/26/2019	12/17/2019	8,000.00	8,000.00	Open	N
43383	SIPPLE, HANSEN, EMERSON,	12/05/2019	12/17/2019	5,567.40	5,567.40	Open	N

# of Invoices:	11	# Due:	11	Totals:	74,704.20	74,704.20
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					<u>74,704.20</u>	<u>74,704.20</u>

--- TOTALS BY FUND ---

100 - GENERAL FUND	25,145.35	25,145.35
200 - STREETS/ENGINEERING	20,490.89	20,490.89
500 - UTILITY SERVICE	23,325.96	23,325.96
570 - SOLID WASTE DIVISION	5,742.00	5,742.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	5,567.40	5,567.40
120 - FIRE	7,173.95	7,173.95
150 - PARKS	6,250.00	6,250.00
155 - VAN BERG GOLF	2,031.00	2,031.00
156 - QUAIL RUN GOLF	4,123.00	4,123.00
200 - STREETS	20,490.89	20,490.89
500 - WASTEWATER COLLECTION	13,847.22	13,847.22
501 - WASTEWATER TREATMENT FAC	9,478.74	9,478.74
570 - TRANSFER STATION	5,742.00	5,742.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02057 12/17/2019	A TO Z MESSAGING INVOICE	10459	LOCATE FEES	153.30	
			Total:	153.30	
			Net of 1 Invoices / 0 Checks	153.30	
00116 12/17/2019	ACE HARDWARE & GARDEN CNT INVOICE	165261/5	SUPPLIES	11.16	
12/17/2019	INVOICE	165326/5	SUPPLIES	39.98	
12/17/2019	INVOICE	165285/5	PROPANE	92.97	
12/17/2019	INVOICE	165281/5	BLADE	24.99	
12/17/2019	INVOICE	165348/5	CAUTION TAPE	9.99	
12/17/2019	INVOICE	165110/5	SUPPLIES	9.98	
12/17/2019	INVOICE	165106/5	SUPPLIES	57.47	
12/17/2019	INVOICE	164904/5	3" LEVEL LINE	3.59	
12/17/2019	INVOICE	165158/5	LAMP CLAMPS	32.97	
12/17/2019	INVOICE	165194/5	SUPPLIES	1.98	
12/17/2019	INVOICE	165197/5	ICE MELT	31.98	
12/17/2019	INVOICE	165184/5	SUPPLIES	9.26	
12/17/2019	INVOICE	165183/5	BOWL CLEANER	11.16	
12/17/2019	INVOICE	165247/5	PLUG FUSE	17.18	
12/17/2019	INVOICE	165357/5	TOOLS	51.60	
12/17/2019	INVOICE	165365/5	MAILBOX	27.99	
12/17/2019	INVOICE	165397/5	CHAIN COIL	114.99	
			Total:	549.24	
			Net of 17 Invoices / 0 Checks	549.24	
03104 12/17/2019	ACE SANITATION SERVICE INVOICE	4933 113019	GARBAGE SERVICE	39.00	
12/17/2019	INVOICE	4931 113019	GARBAGE SERVICE	39.00	
12/17/2019	INVOICE	4932 113019	GARBAGE SERVICE	39.00	
			Total:	117.00	
			Net of 3 Invoices / 0 Checks	117.00	
00180 12/17/2019	ADVANCE AUTO PARTS INVOICE	5606933081739	AIR FILTERS	33.58	
12/17/2019	INVOICE	5606933669524	ADD A CIRCUIT MINI	14.67	
12/17/2019	INVOICE	5606933681838	INT DOOR HANDLE	95.69	
12/17/2019	INVOICE	5606933037873	PARTS	37.50	
12/17/2019	INVOICE	5606933050697	GLASS CLEANER	43.08	
12/17/2019	INVOICE	5606933069442	WIN 35F ALL SEASON	72.00	
12/17/2019	INVOICE	5606933081740	WIPER BLADES	293.28	
			Total:	589.80	
			Net of 7 Invoices / 0 Checks	589.80	
02304 12/17/2019	ALPHAMEDIA USA LLC INVOICE	113019AQUATIC	NOVEMBER ADVERTISING	1,675.00	
			Total:	1,675.00	
			Net of 1 Invoices / 0 Checks	1,675.00	
01189 12/17/2019	AMERICAN RED CROSS INVOICE	22242710	LIFEGUARDING AND WP SKILLS	38.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	38.00	
			Net of 1 Invoices / 0 Checks	38.00	
00566 12/17/2019	ANDERSON JEFF INVOICE	1124LOONTJER	VORTEX STRIKE FIRE II RED DOT/FLIP MOUNT	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
00587 12/17/2019	AQUA-PURE INC INVOICE	COLNE 1912	MONTHLY SERVICE CONTRACTS	3,763.04	
			Total:	3,763.04	
			Net of 1 Invoices / 0 Checks	3,763.04	
02099 12/17/2019	B & C ELECTRICAL SERVICES LLC INVOICE	2019-112	WIRE HEAT PUMP	4,600.00	
			Total:	4,600.00	
			Net of 1 Invoices / 0 Checks	4,600.00	
01165 12/17/2019	BANNER PRESS INVOICE	113-00039453	SUBSCRIPTION	52.47	
			Total:	52.47	
			Net of 1 Invoices / 0 Checks	52.47	
03119 12/17/2019	B-D CONSTRUCTION INC INVOICE	16	NEW FIRE STATION	672,758.33	
12/17/2019	INVOICE	19	NEW POLICE STATION	230,193.60	
			Total:	902,951.93	
			Net of 2 Invoices / 0 Checks	902,951.93	
00461 12/17/2019	BEHLEN TOWING LLC INVOICE	23840	TOWING SERVICES	90.00	
12/17/2019	INVOICE	22961	TOWING SERVICES	90.00	
12/17/2019	INVOICE	23440	TOWING SERVICES	135.00	
12/17/2019	INVOICE	23936	1115	90.00	
12/17/2019	INVOICE	23846	TOWING SERVICES	190.00	
12/17/2019	INVOICE	23943	TOWING SERVICES	90.00	
12/17/2019	INVOICE	24051	TOWING SERVICES	90.00	
12/17/2019	INVOICE	24054	TOWING SERVICES	65.00	
			Total:	840.00	
			Net of 8 Invoices / 0 Checks	840.00	
02555 12/17/2019	BGNE INC INVOICE	PI0065021	DOUBLE PAYMENT-CREDIT BALANCE	(749.74)	
12/17/2019	INVOICE	PI0071510	SUPPLIES	214.20	
12/17/2019	INVOICE	PI0066795	SUPPLIES	323.24	
12/17/2019	INVOICE	PI0073282	COOLANT/ANTIFREEZE GREEN	772.24	
			Total:	559.94	
			Net of 4 Invoices / 0 Checks	559.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02421 12/17/2019	BIBLIOTHECA LLC INVOICE	INV-US26815	CLOUD LIBRARY ANNUAL SUBSCRIPTION	1,500.00	
			Total:	1,500.00	
			Net of 1 Invoices / 0 Checks	1,500.00	
00207 12/17/2019	BISSELL HOSE COMPANY INVOICE	20948	30 MEALS	218.00	
			Total:	218.00	
			Net of 1 Invoices / 0 Checks	218.00	
03256 12/17/2019	BLACK HILLS ENERGY INVOICE	6007 1329 48 DEC	NATURAL GAS	1,437.21	
12/17/2019	INVOICE	8429 6210 02 DEC	NATURAL GAS	854.55	
12/17/2019	INVOICE	6310 3990 85 DEC	NATURAL GAS	499.39	
12/17/2019	INVOICE	7063 3714 32 DEC	NATURAL GAS	493.66	
12/17/2019	INVOICE	8532 8864 75 DEC	NATURAL GAS	364.16	
12/17/2019	INVOICE	5156 7873 42 DEC	NATURAL GAS	198.03	
12/17/2019	INVOICE	1450 5796 12 DEC	NATURAL GAS	162.02	
12/17/2019	INVOICE	5431 5180 01 DEC	NATURAL GAS	102.28	
12/17/2019	INVOICE	7226 0844 98 DEC	NATURAL GAS	98.42	
12/17/2019	INVOICE	7504 0422 35 DEC	NATURAL GAS	82.94	
12/17/2019	INVOICE	5915 3548 20 DEC	NATURAL GAS	81.41	
12/17/2019	INVOICE	0778 7198 98 DEC	NATURAL GAS	66.47	
12/17/2019	INVOICE	5317 1214 84 DEC	NATURAL GAS	62.77	
12/17/2019	INVOICE	5048 9157 09 DEC	NATURAL GAS	57.40	
12/17/2019	INVOICE	32324 1153 18 DEC	NATURAL GAS	53.79	
12/17/2019	INVOICE	1164 9983 32 DEC	NATURAL GAS	50.24	
12/17/2019	INVOICE	6942 7542 63 DEC	NATURAL GAS	40.88	
12/17/2019	INVOICE	4086 6115 74 DEC	NATURAL GAS	36.78	
12/17/2019	INVOICE	5389 9420 88 DEC	NATURAL GAS	36.78	
12/17/2019	INVOICE	2278 6168 20 DEC	NATURAL GAS	29.17	
12/17/2019	INVOICE	3343 6679 78 DEC	NATURAL GAS	26.83	
12/17/2019	INVOICE	9767 8260 47 DEC	NATURAL GAS	25.06	
12/17/2019	INVOICE	9374 2782 77 DEC	NATURAL GAS	24.94	
12/17/2019	INVOICE	4665 9615 35 DEC	NATURAL GAS	24.48	
			Total:	4,909.66	
			Net of 24 Invoices / 0 Checks	4,909.66	
00240 12/17/2019	BOUND TREE MEDICAL LLC INVOICE	83439606	SENSORS	118.95	
			Total:	118.95	
			Net of 1 Invoices / 0 Checks	118.95	
00622 12/17/2019	CAT'S PRO MOW INVOICE	113019FIRE	NOVEMBER MOWING	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03136 12/17/2019	CENTRAL COMMUNITY COLLEGE INVOICE	001718510	BASIC LIFE SUPPORT CLASS/5 PEOPLE	75.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03137	CENTRAL PARTS & MACHINE				
12/17/2019	INVOICE	013270 001-391617	BATTERY, GAUGE	86.90	
12/17/2019	INVOICE	2875 001-391307	BELT	11.51	
12/17/2019	INVOICE	2875 001-391261	BELT	11.51	
12/17/2019	INVOICE	2725 001-391159	FUEL FILTER	25.10	
12/17/2019	INVOICE	2725 001-391105	PARTS FOR E37 BRUSH ENGINE	29.07	
12/17/2019	INVOICE	2775 001-390855	U-JOINT	22.05	
12/17/2019	INVOICE	2875 001-391688	SUPPLIES	14.76	
12/17/2019	INVOICE	2827 001-391884	CONTOUR BLADES/ FILTER	31.71	
12/17/2019	INVOICE	2827 001-391782	WINDOW CRANK	14.92	
12/17/2019	INVOICE	2775 001-392013	LONG LIFE MINI LAMPS	5.60	
12/17/2019	INVOICE	2775 001-392049	FUEL FILTER	13.51	
12/17/2019	INVOICE	2775 001-388412	MARK 72"	212.77	
			Total:	479.41	
			Net of 12 Invoices / 0 Checks	479.41	
03138	CENTRAL SAND & GRAVEL CO				
12/17/2019	INVOICE	111014	FILL SAND	373.75	
12/17/2019	INVOICE	111949	FILL SAND	628.26	
			Total:	1,002.01	
			Net of 2 Invoices / 0 Checks	1,002.01	
00293	CENTRAL VALLEY AG COOPERATIVE				
12/17/2019	INVOICE	1250581	2 - 4D LV6 AS 2.5G	141.60	
			Total:	141.60	
			Net of 1 Invoices / 0 Checks	141.60	
01148	CENTURY LINK				
12/17/2019	INVOICE	402 D33-0443 DEC	E911 PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
00567	CITY OF COLUMBUS				
12/17/2019	INVOICE	200-44032 DEC	WATER AND SEWER	87.93	
12/17/2019	INVOICE	300-45761 DEC	WATER AND SEWER	25.75	
12/17/2019	INVOICE	200-37998 DEC	WATER AND SEWER	392.82	
12/17/2019	INVOICE	200-21805 DEC	WATER AND SEWER	136.31	
12/17/2019	INVOICE	200-21980 DEC	WATER AND SEWER	226.23	
12/17/2019	INVOICE	300-57933 DEC	WATER AND SEWER	302.91	
12/17/2019	INVOICE	200-21891 DEC	WATER AND SEWER	202.79	
12/17/2019	INVOICE	400-65101 DEC	WATER AND SEWER	88.53	
12/17/2019	INVOICE	300-50035 DEC	WATER AND SEWER	63.75	
12/17/2019	INVOICE	300-62155 DEC	WATER AND SEWER	159.09	
12/17/2019	INVOICE	200-41055 DEC	WATER AND SEWER	26.07	
12/17/2019	INVOICE	400-81020 DEC	WATER AND SEWER	520.95	
12/17/2019	INVOICE	300-54059 DEC	WATER AND SEWER	161.77	
12/17/2019	INVOICE	100-13650 DEC	WATER AND SEWER	145.33	
12/17/2019	INVOICE	300-49615 DEC	WATER AND SEWER	15.78	
12/17/2019	INVOICE	300-47515 DEC	WATER AND SEWER	321.33	
12/17/2019	INVOICE	300-47518 DEC	WATER AND SEWER	111.04	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	300-62105 DEC	WATER AND SEWER	30.17	
12/17/2019	INVOICE	300-47524 DEC	WATER AND SEWER	91.01	
12/17/2019	INVOICE	300-57935 DEC	WATER AND SEWER	1,569.01	
12/17/2019	INVOICE	300-57936 DEC	WATER AND SEWER	132.47	
12/17/2019	INVOICE	300-57937 DEC	WATER AND SEWER	294.64	
12/17/2019	INVOICE	300-47517	WATER AND SEWER	191.07	
12/17/2019	INVOICE	300-45762 DEC	WATER AND SEWER	31.61	
12/17/2019	INVOICE	300-44995 DEC	WATER AND SEWER	93.79	
12/17/2019	INVOICE	300-44985-02 DEC	WATER AND SEWER	30.17	
12/17/2019	INVOICE	300-44986 DEC	WATER AND SEWER	97.31	
12/17/2019	INVOICE	200-39615 DEC	WATER AND SEWER	101.32	
12/17/2019	INVOICE	200-39560 DEC	WATER AND SEWER	26.07	
Total:				5,677.02	
Net of 29 Invoices / 0 Checks				5,677.02	
00262	CLUB PROPHET SYSTEMS				
12/17/2019	INVOICE	40191201189*7	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
03140	COLUMBUS AREA CHAMBER OF				
12/17/2019	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,520.00	
Total:				1,520.00	
Net of 1 Invoices / 0 Checks				1,520.00	
00036	COLUMBUS CUSTOM EMBROIDERY				
12/17/2019	INVOICE	E34135	JACKET/POLOS-LEVANDER	281.00	
12/17/2019	INVOICE	E33956	FLEECE JACKET	36.00	
Total:				317.00	
Net of 2 Invoices / 0 Checks				317.00	
02885	COLUMBUS FRATERNAL ORDER				
12/17/2019	INVOICE	1203PENSICK	TRAINING SHIRTS-PENSICK	61.00	
12/17/2019	INVOICE	1203URKOSKI	TRANINIG SHIRTS	26.00	
12/17/2019	INVOICE	1203PETERS	TRANINIG SHIRTS	35.00	
12/17/2019	INVOICE	1203MCCARTHY	TRANINIG SHIRTS	38.00	
12/17/2019	INVOICE	1203SPILKER	TRANINIG SHIRTS	80.00	
12/17/2019	INVOICE	1203LEVANDER	TRANINIG SHIRTS	19.00	
12/17/2019	INVOICE	1203LOONTJER	TRANINIG SHIRTS	58.00	
12/17/2019	INVOICE	1203MAGDALENO	TRANINIG SHIRTS	26.00	
12/17/2019	INVOICE	1203POLAK	TRANINIG SHIRTS	45.00	
Total:				388.00	
Net of 9 Invoices / 0 Checks				388.00	
03144	COLUMBUS TELEGRAM				
12/17/2019	INVOICE	118-60003415 DEC	NOVEMBER ADVERTISING	1,955.05	
Total:				1,955.05	
Net of 1 Invoices / 0 Checks				1,955.05	
03143	COLUMBUS TIRE & SERVICE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	1-7726	TIRES	172.25	
12/17/2019	INVOICE	1-7405	REPAIRS	15.00	
12/17/2019	INVOICE	1-7549	TIRES	522.75	
12/17/2019	INVOICE	1-7467	TIRE REPAIR	17.00	
Total:				727.00	
Net of 4 Invoices / 0 Checks				727.00	
10307	COLUMBUS WESTGATE, LLC				
12/17/2019	INVOICE	12.30.2019	HOBBY LOBBY TIF PROJECT	14,954.40	
Total:				14,954.40	
Net of 1 Invoices / 0 Checks				14,954.40	
01250	COMMONWEALTH ELECTRIC COMPANY				
12/17/2019	INVOICE	73620	3 BALLASTS/CITY HALL	572.18	
Total:				572.18	
Net of 1 Invoices / 0 Checks				572.18	
03145	COMMUNITY INTERNET				
12/17/2019	INVOICE	COLU1 DEC	INTERNET SERVICE	15.00	
12/17/2019	INVOICE	SSFIRE DEC	INTERNET SERVICE	15.00	
12/17/2019	INVOICE	COLU2 DEC	INTERNET SERVICE	15.00	
Total:				45.00	
Net of 3 Invoices / 0 Checks				45.00	
03146	CONNECTING POINT/RADIO SHACK				
12/17/2019	INVOICE	7121	12V LEAD ACID BATTERY	99.98	
Total:				99.98	
Net of 1 Invoices / 0 Checks				99.98	
02718	CORE & MAIN LP				
12/17/2019	INVOICE	L412384	SHIPPING CHARGES DUE	84.10	
12/17/2019	INVOICE	L610586	METER SUPPLIES	4,931.23	
12/17/2019	INVOICE	L647171	PARTS	302.93	
Total:				5,318.26	
Net of 3 Invoices / 0 Checks				5,318.26	
03147	CORNHUSKER PUBLIC POWER DIST				
12/17/2019	INVOICE	415030001 DEC	ELECTRICITY	99.42	
12/17/2019	INVOICE	415030005 DEC	ELECTRICITY	41.45	
12/17/2019	INVOICE	425030006 DEC	ELECTRICITY	183.95	
12/17/2019	INVOICE	415030007 DEC	ELECTRICITY	254.70	
12/17/2019	INVOICE	415030008 DEC	ELECTRICITY	160.17	
12/17/2019	INVOICE	415030009 DEC	ELECTRICITY	155.65	
Total:				895.34	
Net of 6 Invoices / 0 Checks				895.34	
03149	CULLIGAN OF COLUMBUS				
12/17/2019	INVOICE	238299	SUPPLIES	33.95	
12/17/2019	INVOICE	238414	COOLER RENTAL	13.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	238447	SOFT WATER PLAN	45.00	
12/17/2019	INVOICE	238466	COOLER SERVICE	30.00	
12/17/2019	INVOICE	238498	COOLER SERVICE	35.00	
12/17/2019	INVOICE	238187	SUPPLIES	51.05	
12/17/2019	INVOICE	238564	SUPPLIES	41.70	
Total:				250.40	
Net of 7 Invoices / 0 Checks				250.40	
00270	DANKO EMERGENCY EQUIPMENT				
12/17/2019	INVOICE	106941	REPAIRS	125.00	
12/17/2019	INVOICE	106571CR	OVERPAYMENT ON INVOICE	(0.10)	
Total:				124.90	
Net of 2 Invoices / 0 Checks				124.90	
03279	DAS STATE ACCOUNTING				
12/17/2019	INVOICE	1194209	MONTHLY NETWORK CHARGES	704.00	
Total:				704.00	
Net of 1 Invoices / 0 Checks				704.00	
03152	DEMCO INC				
12/17/2019	INVOICE	6726426	LUXOR PLASTIC COLORED CART	221.69	
Total:				221.69	
Net of 1 Invoices / 0 Checks				221.69	
00549	DHHS DIVISION OF PUBLIC HEALTH				
12/17/2019	INVOICE	SCHOENHOFER	ZACHARY SHOENHOFER-WATER OP GRADE III RENEW	115.00	
12/17/2019	INVOICE	CURTIS	DEREK CURTIS-WATER OP GRADE IV RENEWAL	115.00	
12/17/2019	INVOICE	TOBIASON	TRENT TOBIASON-WATER OP GRADE II RENEWAL	115.00	
12/17/2019	INVOICE	TOBIASON2	TRENT TOBIASON-WATER OP GRADE VI RENEWAL	115.00	
12/17/2019	INVOICE	JANSSEN	HERMAN JANSSEN-GRADE VI WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	JANSSEN2	HERMAN JANSSEN-GRADE III WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	LUCHT	RANDY LUCHT-GRADE III WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	LUCHT2	RANDY LUCHT-GRADE III WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	GERNSTEIN	KRIS GERNSTEIN-GRADE VI WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	GERNSTEIN2	KRIS GERNSTEIN-GARDE III WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	WACHA	JACOB WACHA-GRADE III WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	WACHA2	JACOB WACHA-GRADE VI WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	SLIVA	CHUCK SLIVA-GRADE II WATER OP RENEWAL	115.00	
12/17/2019	INVOICE	SLIVA2	CHUCK SLIVA-GRADE VI WATER OP RENEWAL	115.00	
Total:				1,610.00	
Net of 14 Invoices / 0 Checks				1,610.00	
00177	DRUMMOND GEORGE & SHARELYN				
12/17/2019	INVOICE	2019POLICE	LEASE FOR FIREARM RANGE FACILTY	1,200.00	
Total:				1,200.00	
Net of 1 Invoices / 0 Checks				1,200.00	
00374	DUNBAR DOUGLAS				
12/17/2019	INVOICE	121719GOLF	CONTRACT	6,154.00	
12/17/2019	INVOICE	303	SUPPLIES, ADVERTISING EXPENSES	949.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	113019GOLF	COMMISSIONS	473.56	
12/17/2019	INVOICE	113019GOLF	CREDIT CARD FEES REIMBURSEMENT	494.92	
			Total:	8,071.72	
			Net of 4 Invoices / 0 Checks	8,071.72	
03158	EAKES OFFICE SOLUTIONS				
12/17/2019	INVOICE	INV166208	COPIER CONTRACT	1,357.98	
			Total:	1,357.98	
			Net of 1 Invoices / 0 Checks	1,357.98	
03160	EDUCATIONAL SERV UNIT #7				
12/17/2019	INVOICE	1569	HANDOUTS	69.36	
			Total:	69.36	
			Net of 1 Invoices / 0 Checks	69.36	
03161	ELECTRICAL ENGINEERING &				
12/17/2019	INVOICE	6625396-01	PUSH BUTTON LIGHT MODULE	208.34	
12/17/2019	INVOICE	6625396-00	PUSH BUTTON LIGHT MODULES	312.50	
			Total:	520.84	
			Net of 2 Invoices / 0 Checks	520.84	
01597	ELECTRONIC ENGINEERING				
12/17/2019	INVOICE	855000701-1	REPLACED DEFECTIVE BATTERY	125.00	
12/17/2019	INVOICE	855000709-1	CLEANED, RESET DISPLAY, REPL VOL KNOB	132.45	
			Total:	257.45	
			Net of 2 Invoices / 0 Checks	257.45	
01437	ELETECH INC				
12/17/2019	INVOICE	8105203370	ELEVATOR MAINTENANCE	575.72	
			Total:	575.72	
			Net of 1 Invoices / 0 Checks	575.72	
03163	ENTERPRISE ELECTRIC COLUMBUS				
12/17/2019	INVOICE	1145-519533	WALLPACK 54W LED	490.00	
			Total:	490.00	
			Net of 1 Invoices / 0 Checks	490.00	
00939	ERIKSEN CONSTRUCTION CO INC				
12/17/2019	INVOICE	14	WWTF PHASE 4 IMPROVEMENTS	619,174.38	
			Total:	619,174.38	
			Net of 1 Invoices / 0 Checks	619,174.38	
03164	ERNST AUTO CENTER				
12/17/2019	INVOICE	9058248/1	MAINTENANCE ON TOYOTA TACOMA	99.95	
			Total:	99.95	
			Net of 1 Invoices / 0 Checks	99.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02113	FAS-BREAK WINDSHIELD REPAIR				
12/17/2019	INVOICE	15759	WINDSHIELD REPAIR	40.00	
12/17/2019	INVOICE	15758	WINDSHIELD REPAIR	40.00	
			Total:	80.00	
			Net of 2 Invoices / 0 Checks	80.00	
03070	FBG SERVICE CORPORATION				
12/17/2019	INVOICE	863072	COLUMBUS 911 DISPATCH	1,595.00	
12/17/2019	INVOICE	863501	POLICE DEPT CLEANING	1,651.00	
12/17/2019	INVOICE	863500	CITY HALL CLEANING	1,442.00	
			Total:	4,688.00	
			Net of 3 Invoices / 0 Checks	4,688.00	
02639	FIRST NATIONAL BANK OF OMAHA				
12/17/2019	INVOICE	2019525	PINEDA DOCUMENTS	32.10	
			Total:	32.10	
			Net of 1 Invoices / 0 Checks	32.10	
00242	FIRST NATIONAL BANK OMAHA				
12/17/2019	INVOICE	113019LIBRARY	POSTAGE	380.55	
12/17/2019	INVOICE	5DC1DDBBEBAA8	HUMANITIES NEBRASKA	100.00	
12/17/2019	INVOICE	112419LIB	CONSTANT CONTACT	66.50	
12/17/2019	INVOICE	285879	US POST OFFICE SHIPPING	9.80	
12/17/2019	INVOICE	113019AQ	AUTHORIZE.NET	31.50	
12/17/2019	INVOICE	43780988	CIVIL ENG BIENNIAL FEE TO PRACTICE	80.00	
12/17/2019	INVOICE	A5G6VIOUQ4	NATIONAL DUES-NSPE-NE	299.00	
12/17/2019	INVOICE	931100010551	COSTCO PURCHASES	146.57	
12/17/2019	INVOICE	430051/032296	DOLLAR TREE PURCHASES	20.00	
12/17/2019	INVOICE	110719COMM	MARSHALLS-SUPPLIES	53.92	
12/17/2019	INVOICE	62009126929	THE MEDIA FACTORY-PACE	49.00	
12/17/2019	INVOICE	18638	UNITED UNIFORM/PETERS QM	98.93	
12/17/2019	INVOICE	112219GOLF	NE TURF CONF REGISTRATION-KLINE	600.00	
12/17/2019	INVOICE	111619HR	SAM'S CLUB-SUPPLIES	187.52	
12/17/2019	INVOICE	167419	PUMP & PANTRY-FUEL	43.50	
12/17/2019	INVOICE	8851	PEPPERJAX GRILL- 3 MEALS	41.38	
12/17/2019	INVOICE	1195503362116614	NE RURAL WTR ASSOC/STOCKWELL BACKFLOW TRAIN:	75.00	
12/17/2019	INVOICE	47228	13 FIFTY APPAREL-VELASQUEZ K-9	49.05	
12/17/2019	INVOICE	000076985	RAY ALLEN MFG/K-9 SUPPLIES	110.37	
			Total:	2,442.59	
			Net of 19 Invoices / 0 Checks	2,442.59	
01762	FORT WESTERN STORES				
12/17/2019	INVOICE	6554	BOOTS, GLOVES-SEALOCK	152.95	
			Total:	152.95	
			Net of 1 Invoices / 0 Checks	152.95	
00169	FRONTIER				
12/17/2019	INVOICE	30818801750912722	PHONE CHARGES	3,418.75	
12/17/2019	INVOICE	308-188-0206-05239E	911 PHONE CHARGES	209.58	
12/17/2019	INVOICE	402-564-0727-09061E	ELEVATOR PHONE (IN DISPUTE)	273.41	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	3,901.74	
			Net of 3 Invoices / 0 Checks	3,901.74	
01997 12/17/2019	FRONTIER COOPERATIVE COMPANY INVOICE	200539	FUEL	9,975.89	
			Total:	9,975.89	
			Net of 1 Invoices / 0 Checks	9,975.89	
02817 12/17/2019	FULL THROTTLE TRUCK & INVOICE	6119	PARTS	65.19	
			Total:	65.19	
			Net of 1 Invoices / 0 Checks	65.19	
00459 12/17/2019	GALE INVOICE	68869295	MATERIALS	21.59	
12/17/2019	INVOICE	68892386	MATERIALS	103.19	
12/17/2019	INVOICE	68898894	SUBSCRIPTION RENEWALS	2,510.68	
12/17/2019	INVOICE	68861312	MATERIALS	432.68	
12/17/2019	INVOICE	68907385	MATERIALS	101.96	
12/17/2019	INVOICE	68896281	MATERIALS	60.78	
			Total:	3,230.88	
			Net of 6 Invoices / 0 Checks	3,230.88	
03172 12/17/2019	GALLS LLC INVOICE	014162562	SERVING SINCE NAMEPLATE-SEALOCK	45.20	
12/17/2019	INVOICE	014382121	FIRE DEPT UNIFORM SUPPLIES	650.00	
			Total:	695.20	
			Net of 2 Invoices / 0 Checks	695.20	
03174 12/17/2019	GEHRING CONSTRUCTION & INVOICE	10784	SQUARE TELSPAR SIGN POSTS/3AVE PROJECT CIP :	388.00	
12/17/2019	INVOICE	44027	10TH AVE ACROSS FROM AQ CENTER	1,056.00	
12/17/2019	INVOICE	4	DOWNTOWN TRAFFIC SIGNAL RENOVATIONS	43,591.86	
12/17/2019	INVOICE	44290	WHITE ROCK	148.80	
			Total:	45,184.66	
			Net of 4 Invoices / 0 Checks	45,184.66	
00056 12/17/2019	GODFATHER'S PIZZA INVOICE	5161	PIZZAS FOR STREET CREW/STORM	114.35	
			Total:	114.35	
			Net of 1 Invoices / 0 Checks	114.35	
02594 12/17/2019	GREAT PLAINS BUILDING SUPPLY INVOICE	327903	SUPPLIES	255.38	
			Total:	255.38	
			Net of 1 Invoices / 0 Checks	255.38	
02075 12/17/2019	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICES	310.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
02904 12/17/2019	GUNSLINGERS LLC INVOICE	11046	LOZOS-BUSHMASTER M4	585.00	
			Total:	585.00	
			Net of 1 Invoices / 0 Checks	585.00	
03182 12/17/2019	HACH COMPANY INVOICE	11743250	CHEMICALS	194.03	
			Total:	194.03	
			Net of 1 Invoices / 0 Checks	194.03	
00272 12/17/2019	HAWKINS INC INVOICE	4625469	CHEMICALS	3,565.51	
			Total:	3,565.51	
			Net of 1 Invoices / 0 Checks	3,565.51	
03185 12/17/2019	HDR ENGINEERING INC INVOICE	1200219673	NSS COLLECTION SYSTEM STUDY	5,847.22	
12/17/2019	INVOICE	1200232327	WWTF PHASE 4 IMPROVEMENTS	61,519.35	
			Total:	67,366.57	
			Net of 2 Invoices / 0 Checks	67,366.57	
01424 12/17/2019	HEARTLAND NATURAL GAS LLC INVOICE	71074	NATURAL GAS	35.38	
12/17/2019	INVOICE	70171	NATURAL GAS	54.42	
12/17/2019	INVOICE	70161	NATURAL GAS	560.79	
12/17/2019	INVOICE	70158	NATURAL GAS	772.09	
12/17/2019	INVOICE	70155	NATURAL GAS	1,186.33	
12/17/2019	INVOICE	70151	NATURAL GAS	75.11	
12/17/2019	INVOICE	70164	NATURAL GAS	230.98	
12/17/2019	INVOICE	70153	NATURAL GAS	99.48	
12/17/2019	INVOICE	70163	NATURAL GAS	781.42	
12/17/2019	INVOICE	70173	NATURAL GAS	0.33	
12/17/2019	INVOICE	70154	NATURAL GAS	1,091.85	
12/17/2019	INVOICE	70152	NATURAL GAS	289.75	
12/17/2019	INVOICE	70172	NATURAL GAS	133.52	
12/17/2019	INVOICE	70159	NATURAL GAS	93.14	
12/17/2019	INVOICE	70162	NATURAL GAS	7.33	
12/17/2019	INVOICE	70160	NATURAL GAS	1,360.90	
12/17/2019	INVOICE	70209	NATURAL GAS	55.41	
			Total:	6,828.23	
			Net of 17 Invoices / 0 Checks	6,828.23	
03188 12/17/2019	HI-LO EQUIPMENT COMPANY INVOICE	111319PARK	VALVE SEALS FOR MOWER DECK	12.12	
			Total:	12.12	
			Net of 1 Invoices / 0 Checks	12.12	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01122 12/17/2019	HOA SOLUTIONS INC INVOICE	8567	FIELD LABOR TO MAKE LOVER'S LANE LIFT STATI	1,026.75	
			Total:	1,026.75	
			Net of 1 Invoices / 0 Checks	1,026.75	
01724 12/17/2019	HOBBY LOBBY INVOICE	86728020	FALL DECORATIONS	130.18	
12/17/2019	INVOICE	86344586	SUPPLIES	55.70	
12/17/2019	INVOICE	86206643	BANQUET DECORATIONS	22.44	
12/17/2019	INVOICE	86207059	BANQUET DECORATIONS	7.47	
12/17/2019	INVOICE	86042499	BANQUET DECORATIONS	41.80	
12/17/2019	INVOICE	86190784	BANQUET DECORATIONS	(2.39)	
12/17/2019	INVOICE	86138773	BANQUET DECORATIONS	2.99	
12/17/2019	INVOICE	86066410	BANQUET DECORATIONS	18.97	
			Total:	277.16	
			Net of 8 Invoices / 0 Checks	277.16	
00403 12/17/2019	HOWERTER MD MARK S INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	598.00	
			Total:	598.00	
			Net of 1 Invoices / 0 Checks	598.00	
00280 12/17/2019	HRUSKA BRAD INVOICE	113019LIBR	MILEAGE	84.10	
			Total:	84.10	
			Net of 1 Invoices / 0 Checks	84.10	
01551 12/17/2019	HUTCHESON ENGINEERING INVOICE	62717	GRUNDFOS CR16-30 STACK KITS, SEAL KITS	3,077.52	
			Total:	3,077.52	
			Net of 1 Invoices / 0 Checks	3,077.52	
03194 12/17/2019	INGRAM LIBRARY SERVICES, INC INVOICE	42906670	MATERIALS	9.91	
12/17/2019	INVOICE	42826956	MATERIALS	22.29	
12/17/2019	INVOICE	42834066	MATERIALS	214.06	
12/17/2019	INVOICE	42861757	MATERIALS	74.95	
12/17/2019	INVOICE	42771502	MATERIALS	253.86	
12/17/2019	INVOICE	42787783	MATERIALS	17.38	
12/17/2019	INVOICE	42885622	MATERIALS	620.87	
12/17/2019	INVOICE	42806292	MATERIALS	1,510.35	
			Total:	2,723.67	
			Net of 8 Invoices / 0 Checks	2,723.67	
03195 12/17/2019	INSURANCE SERVICES OF COLUMBUS INVOICE	3318	ANNUAL BOND RENEWAL	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02554	INTERSTATE BATTERY SYSTEM				
12/17/2019	INVOICE	210073175	BATTERIES	257.90	
12/17/2019	INVOICE	210071875	BATTERY CORE CREDIT	(40.00)	
12/17/2019	INVOICE	210073353	BATTERY	127.95	
Total:				345.85	
Net of 3 Invoices / 0 Checks				345.85	
03199	JACKSON SERVICES INC				
12/17/2019	INVOICE	4197166	SUPPLIES/UNIFORMS	58.63	
12/17/2019	INVOICE	4197186	SUPPLIES	77.69	
12/17/2019	INVOICE	4197185	SUPPLIES	55.85	
12/17/2019	INVOICE	4197165	UNIFORMS	16.24	
12/17/2019	INVOICE	4198974	UNIFORMS/SUPPLIES	129.76	
12/17/2019	INVOICE	4198962	UNIFORMS	250.58	
12/17/2019	INVOICE	4202396	SUPPLIES	68.21	
12/17/2019	INVOICE	4198975	UNIFORMS	88.40	
12/17/2019	INVOICE	4198976	SUPPLIES	41.83	
12/17/2019	INVOICE	4202405	UNIFORMS	98.54	
12/17/2019	INVOICE	4202417	MAT	20.25	
12/17/2019	INVOICE	4202404	UNIFORM	16.24	
12/17/2019	INVOICE	4203308	MAT/SCRAPER	32.00	
12/17/2019	INVOICE	4207575	MATS	55.85	
12/17/2019	INVOICE	4204174	SUPPLIES	34.05	
12/17/2019	INVOICE	4204175	UNIFORMS	195.13	
12/17/2019	INVOICE	4204176	SUPPLIES	12.02	
12/17/2019	INVOICE	4204173	UNIFORMS	263.93	
12/17/2019	INVOICE	4204185	UNIFORMS	100.37	
12/17/2019	INVOICE	4198963	MATS	25.65	
12/17/2019	INVOICE	4198964	UNIFORMS	113.43	
12/17/2019	INVOICE	4198965	MAT	3.80	
12/17/2019	INVOICE	4204186	UNIFORMS	88.40	
12/17/2019	INVOICE	4204187	MAT	2.70	
12/17/2019	INVOICE	4202428	SUPPLIES	58.59	
12/17/2019	INVOICE	4198977	SUPPLIES	71.30	
12/17/2019	INVOICE	4207557	SUPPLIES/UNIFORMS	58.63	
12/17/2019	INVOICE	4207556	UNIFORMS	16.24	
12/17/2019	INVOICE	4207576	SUPPLIES	77.69	
Total:				2,132.00	
Net of 29 Invoices / 0 Checks				2,132.00	
00532	JEO CONSULTING GROUP INC				
12/17/2019	INVOICE	113505	LOST CREEK FLOODPLAIN - R19-138	3,036.00	
12/17/2019	INVOICE	6	GLUR PARK SPLASH PAD	25,304.00	
12/17/2019	INVOICE	R131101.90	RETAINAGE-GLUR PARK SPLASH PAD	6,250.00	
Total:				34,590.00	
Net of 3 Invoices / 0 Checks				34,590.00	
01999	JON KOCH TRUCKING INC.				
12/17/2019	INVOICE	3751	GRIND CURB-S 5TH ST	150.00	
Total:				150.00	
Net of 1 Invoices / 0 Checks				150.00	
03202	KELLY SUPPLY COMPANY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	12245199-0	SUPPLIES	11.19	
			Total:	11.19	
			Net of 1 Invoices / 0 Checks	11.19	
02236 12/17/2019	LANGUAGE LINE SERVICES INC INVOICE	4700780	INTERPRETING SERVICE	18.03	
			Total:	18.03	
			Net of 1 Invoices / 0 Checks	18.03	
10229 12/17/2019	LINGO INVOICE	1181041307	PHONE CHARGES	59.59	
			Total:	59.59	
			Net of 1 Invoices / 0 Checks	59.59	
00013 12/17/2019	LOGAN CONTRACTORS SUPPLY INC INVOICE	089454	4 PALLETS LOT #W23862	5,040.00	
			Total:	5,040.00	
			Net of 1 Invoices / 0 Checks	5,040.00	
00332 12/17/2019	LOHR JOHN F INVOICE	113019ADMIN	MILEAGE AND PARKING	94.23	
			Total:	94.23	
			Net of 1 Invoices / 0 Checks	94.23	
03214	LOUP POWER DISTRICT		E		
12/17/2019	INVOICE	400096 DEC	ELECTRICITY	1,293.00	
12/17/2019	INVOICE	400076 DEC	ELECTRICITY	33.43	
12/17/2019	INVOICE	400077 DEC	ELECTRICITY	28.72	
12/17/2019	INVOICE	400078 DEC	ELECTRICITY	25.20	
12/17/2019	INVOICE	400079 DEC	ELECTRICITY	197.98	
12/17/2019	INVOICE	400080 DEC	ELECTRICITY	140.27	
12/17/2019	INVOICE	400081 DEC	ELECTRICITY	180.16	
12/17/2019	INVOICE	400083 DEC	ELECTRICITY	63.61	
12/17/2019	INVOICE	400084 DEC	ELECTRICITY	80.08	
12/17/2019	INVOICE	400085 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	400092 DEC	ELECTRICITY	28.04	
12/17/2019	INVOICE	400016 DEC	ELECTRICITY	103.26	
12/17/2019	INVOICE	400046 DEC	ELECTRICITY	65.48	
12/17/2019	INVOICE	169004 DEC	ELECTRICITY	888.00	
12/17/2019	INVOICE	400068 DEC	ELECTRICITY	54.69	
12/17/2019	INVOICE	400069 DEC	ELECTRICITY	36.17	
12/17/2019	INVOICE	169049 DEC	ELECTRICITY	90.56	
12/17/2019	INVOICE	169014 DEC	ELECTRICITY	102.96	
12/17/2019	INVOICE	169018 DEC	ELECTRICITY	12.56	
12/17/2019	INVOICE	169015 DEC	ELECTRICITY	189.47	
12/17/2019	INVOICE	400064 DEC	ELECTRICITY	1,248.05	
12/17/2019	INVOICE	400065 DEC	ELECTRICITY	3,874.12	
12/17/2019	INVOICE	400066 DEC	ELECTRICITY	271.05	
12/17/2019	INVOICE	400097 DEC	ELECTRICITY	1,771.92	
12/17/2019	INVOICE	169003 DEC	ELECTRICITY	27.94	
12/17/2019	INVOICE	169005 DEC	ELECTRICITY	135.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	169008 DEC	ELECTRICITY	27.74	
12/17/2019	INVOICE	169009 DEC	ELECTRICITY	28.43	
12/17/2019	INVOICE	169010 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	169011 DEC	ELECTRICITY	66.27	
12/17/2019	INVOICE	169012 DEC	ELECTRICITY	9,478.74	
12/17/2019	INVOICE	169016 DEC	ELECTRICITY	199.07	
12/17/2019	INVOICE	169017 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	169019 DEC	ELECTRICITY	72.55	
12/17/2019	INVOICE	169020 DEC	ELECTRICITY	9.06	
12/17/2019	INVOICE	169022 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169023 DEC	ELECTRICITY	235.44	
12/17/2019	INVOICE	169024 DEC	ELECTRICITY	51.48	
12/17/2019	INVOICE	169026 DEC	ELECTRICITY	107.10	
12/17/2019	INVOICE	169027 DEC	ELECTRICITY	9.06	
12/17/2019	INVOICE	169028 DEC	ELECTRICITY	718.28	
12/17/2019	INVOICE	169029 DEC	ELECTRICITY	500.49	
12/17/2019	INVOICE	169030 DEC	ELECTRICITY	138.00	
12/17/2019	INVOICE	169031 DEC	ELECTRICITY	40.90	
12/17/2019	INVOICE	169033 DEC	ELECTRICITY	32.37	
12/17/2019	INVOICE	169034 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169035 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169036 DEC	ELECTRICITY	184.96	
12/17/2019	INVOICE	169038 DEC	ELECTRICITY	3,329.47	
12/17/2019	INVOICE	169039 DEC	ELECTRICITY	36.37	
12/17/2019	INVOICE	169041 DEC	ELECTRICITY	35.09	
12/17/2019	INVOICE	169042 DEC	ELECTRICITY	480.15	
12/17/2019	INVOICE	169043 DEC	ELECTRICITY	41.07	
12/17/2019	INVOICE	169044 DEC	ELECTRICITY	40.29	
12/17/2019	INVOICE	169045 DEC	ELECTRICITY	39.11	
12/17/2019	INVOICE	169046 DEC	ELECTRICITY	56.68	
12/17/2019	INVOICE	169047 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169048 DEC	ELECTRICITY	48.03	
12/17/2019	INVOICE	169050 DEC	ELECTRICITY	87.39	
12/17/2019	INVOICE	169051 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169053 DEC	ELECTRICITY	37.78	
12/17/2019	INVOICE	169055 DEC	ELECTRICITY	25.49	
12/17/2019	INVOICE	169056 DEC	ELECTRICITY	40.29	
12/17/2019	INVOICE	169057 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169058 DEC	ELECTRICITY	42.05	
12/17/2019	INVOICE	169060 DEC	ELECTRICITY	28.04	
12/17/2019	INVOICE	169061 DEC	ELECTRICITY	32.64	
12/17/2019	INVOICE	169062 DEC	ELECTRICITY	162.25	
12/17/2019	INVOICE	169064 DEC	ELECTRICITY	40.09	
12/17/2019	INVOICE	169065 DEC	ELECTRICITY	894.00	
12/17/2019	INVOICE	169066 DEC	ELECTRICITY	53.62	
12/17/2019	INVOICE	169067 DEC	ELECTRICITY	1,860.00	
12/17/2019	INVOICE	169068 DEC	ELECTRICITY	2,604.00	
12/17/2019	INVOICE	169069 DEC	ELECTRICITY	41.19	
12/17/2019	INVOICE	169071 DEC	ELECTRICITY	2,456.67	
12/17/2019	INVOICE	169072 DEC	ELECTRICITY	250.00	
12/17/2019	INVOICE	169073 DEC	ELECTRICITY	37.84	
12/17/2019	INVOICE	169074 DEC	ELECTRICITY	30.39	
12/17/2019	INVOICE	169077 DEC	ELECTRICITY	25.69	
12/17/2019	INVOICE	169080 DEC	ELECTRICITY	113.71	
12/17/2019	INVOICE	169081 DEC	ELECTRICITY	37.74	
12/17/2019	INVOICE	169082 DEC	ELECTRICITY	103.42	
12/17/2019	INVOICE	169083 DEC	ELECTRICITY	752.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	169084 DEC	ELECTRICITY	736.81	
12/17/2019	INVOICE	169085 DEC	ELECTRICITY	767.20	
12/17/2019	INVOICE	169086 DEC	ELECTRICITY	714.02	
12/17/2019	INVOICE	169087 DEC	ELECTRICITY	255.69	
12/17/2019	INVOICE	169089 DEC	ELECTRICITY	34.90	
12/17/2019	INVOICE	169090 DEC	ELECTRICITY	36.56	
12/17/2019	INVOICE	169091 DEC	ELECTRICITY	64.62	
12/17/2019	INVOICE	169092 DEC	ELECTRICITY	54.82	
12/17/2019	INVOICE	169093 DEC	ELECTRICITY	68.05	
12/17/2019	INVOICE	169094 DEC	ELECTRICITY	52.67	
12/17/2019	INVOICE	169096 DEC	ELECTRICITY	459.06	
12/17/2019	INVOICE	169097 DEC	ELECTRICITY	27.94	
12/17/2019	INVOICE	169098 DEC	ELECTRICITY	31.48	
12/17/2019	INVOICE	169099 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	169107 DEC	ELECTRICITY	53.75	
12/17/2019	INVOICE	169112 DEC	ELECTRICITY	90.46	
12/17/2019	INVOICE	400001 DEC	ELECTRICITY	150.31	
12/17/2019	INVOICE	400002 DEC	ELECTRICITY	174.84	
12/17/2019	INVOICE	400003 DEC	ELECTRICITY	218.99	
12/17/2019	INVOICE	400004 DEC	ELECTRICITY	315.87	
12/17/2019	INVOICE	400005 DEC	ELECTRICITY	27.55	
12/17/2019	INVOICE	400006 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	400008 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	400009 DEC	ELECTRICITY	46.07	
12/17/2019	INVOICE	400010 DEC	ELECTRICITY	44.60	
12/17/2019	INVOICE	400011 DEC	ELECTRICITY	29.12	
12/17/2019	INVOICE	400012 DEC	ELECTRICITY	30.10	
12/17/2019	INVOICE	400013 DEC	ELECTRICITY	36.07	
12/17/2019	INVOICE	400015 DEC	ELECTRICITY	327.03	
12/17/2019	INVOICE	400017 DEC	ELECTRICITY	47.83	
12/17/2019	INVOICE	400018 DEC	ELECTRICITY	39.90	
12/17/2019	INVOICE	400019 DEC	ELECTRICITY	25.39	
12/17/2019	INVOICE	400020 DEC	ELECTRICITY	2,490.00	
12/17/2019	INVOICE	400021 DEC	ELECTRICITY	36.20	
12/17/2019	INVOICE	400023 DEC	ELECTRICITY	783.00	
12/17/2019	INVOICE	400024 DEC	ELECTRICITY	40.39	
12/17/2019	INVOICE	400025 DEC	ELECTRICITY	199.35	
12/17/2019	INVOICE	400026 DEC	ELECTRICITY	25.59	
12/17/2019	INVOICE	400028 DEC	ELECTRICITY	286.53	
12/17/2019	INVOICE	400029 DEC	ELECTRICITY	81.47	
12/17/2019	INVOICE	400030 DEC	ELECTRICITY	43.23	
12/17/2019	INVOICE	400032 DEC	ELECTRICITY	86.93	
12/17/2019	INVOICE	400034 DEC	ELECTRICITY	26.57	
12/17/2019	INVOICE	400036 DEC	ELECTRICITY	446.83	
12/17/2019	INVOICE	400039 DEC	ELECTRICITY	100.52	
12/17/2019	INVOICE	400040 DEC	ELECTRICITY	28,794.27	
12/17/2019	INVOICE	400041 DEC	ELECTRICITY	315.87	
12/17/2019	INVOICE	400044 DEC	ELECTRICITY	47.65	
12/17/2019	INVOICE	400045 DEC	ELECTRICITY	97.32	
12/17/2019	INVOICE	400047 DEC	ELECTRICITY	827.96	
12/17/2019	INVOICE	400048 DEC	ELECTRICITY	75.00	
12/17/2019	INVOICE	400049 DEC	ELECTRICITY	65.20	
12/17/2019	INVOICE	400051 DEC	ELECTRICITY	35.39	
12/17/2019	INVOICE	400052 DEC	ELECTRICITY	36.27	
12/17/2019	INVOICE	400054 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	400055 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	400057 DEC	ELECTRICITY	44.23	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	400058 DEC	ELECTRICITY	405.00	
12/17/2019	INVOICE	400059 DEC	ELECTRICITY	161.41	
12/17/2019	INVOICE	400060 DEC	ELECTRICITY	10,261.26	
12/17/2019	INVOICE	400061 DEC	ELECTRICITY	33.62	
12/17/2019	INVOICE	400062 DEC	ELECTRICITY	25.00	
12/17/2019	INVOICE	400063 DEC	ELECTRICITY	41.66	
12/17/2019	INVOICE	400070 DEC	ELECTRICITY	1,774.99	
12/17/2019	INVOICE	400071 DEC	ELECTRICITY	60.38	
12/17/2019	INVOICE	400072 DEC	ELECTRICITY	29.21	
12/17/2019	INVOICE	400073 DEC	ELECTRICITY	40.97	
12/17/2019	INVOICE	400075 DEC	ELECTRICITY	39.90	
12/17/2019	INVOICE	400087 DEC	ELECTRICITY	1,356.28	
12/17/2019	INVOICE	400091 DEC	ELECTRICITY	159.98	
12/17/2019	INVOICE	400093 DEC	ELECTRICITY	38.13	
12/17/2019	INVOICE	400094 DEC	ELECTRICITY	151.87	
12/17/2019	INVOICE	400095 DEC	ELECTRICITY	153.91	
12/17/2019	INVOICE	169118 DEC	ELECTRICITY	51.75	
12/17/2019	INVOICE	400031 DEC	ELECTRICITY	75.37	
12/17/2019	INVOICE	169116 DEC	ELECTRICITY	31.77	
12/17/2019	INVOICE	400033 DEC	ELECTRICITY	131.52	
12/17/2019	INVOICE	400037 DEC	ELECTRICITY	52.64	
12/17/2019	INVOICE	400042 DEC	ELECTRICITY	34.80	
12/17/2019	INVOICE	400007 DEC	ELECTRICITY	29.51	
Total:				92,146.71	
Net of 163 Invoices / 0 Checks				92,146.71	
01806	M & L INC				
12/17/2019	INVOICE	PAYMENT26	YARD WASTE REMOVAL CONTRACT	3,302.53	
Total:				3,302.53	
Net of 1 Invoices / 0 Checks				3,302.53	
03217	MAILBOX				
12/17/2019	INVOICE	105516	SHIPPING	9.81	
12/17/2019	INVOICE	105474	SHIPPING	9.76	
Total:				19.57	
Net of 2 Invoices / 0 Checks				19.57	
02578	MARLEY'S ELECTRIC-CCE				
12/17/2019	INVOICE	11325	POLICE STATION CAT 6 TESTING	600.00	
Total:				600.00	
Net of 1 Invoices / 0 Checks				600.00	
02863	MARTENS KARA J				
12/17/2019	INVOICE	120919AQU	POOL OP CLASS EXPENSES	71.10	
Total:				71.10	
Net of 1 Invoices / 0 Checks				71.10	
03212	MATHESON-LINWELD				
12/17/2019	INVOICE	20833915	JACKSON GLASSES	25.26	
12/17/2019	INVOICE	20838953	SUPPLIES	60.96	
12/17/2019	INVOICE	51549117	NOVEMBER RENTAL CHARGE	22.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				109.02	
Net of 3 Invoices / 0 Checks				109.02	
03220	MENARDS				
12/17/2019	INVOICE	3763	SUPPLIES	49.96	
12/17/2019	INVOICE	3897	INSERT DRIVE BIT	4.99	
12/17/2019	INVOICE	3880	SUPPLIES	27.98	
12/17/2019	INVOICE	3908	SUPPLIES	10.27	
12/17/2019	INVOICE	3938	SUPPLIES	12.14	
12/17/2019	INVOICE	2842	NUTS AND BOLTS	13.42	
12/17/2019	INVOICE	2978	SUPPLIES	18.10	
12/17/2019	INVOICE	3071	SUPPLIES	21.85	
12/17/2019	INVOICE	1827	SUPPLIES	34.99	
12/17/2019	INVOICE	3168	SUPPLIES	11.82	
12/17/2019	INVOICE	3368	HD 10" FACT FILTER	67.98	
12/17/2019	INVOICE	3999	SUPPLIES	83.06	
12/17/2019	INVOICE	4101	SUPPLIES	19.71	
12/17/2019	INVOICE	4104	SUPPLIES	4.98	
12/17/2019	INVOICE	4293	SUPPLIES	13.78	
12/17/2019	INVOICE	4321	SUPPLIES	26.34	
12/17/2019	INVOICE	4382	SUPPLIES	24.13	
12/17/2019	INVOICE	3937	SUPPLIES	(23.39)	
12/17/2019	INVOICE	4100	MAILBOX POST KIT	44.97	
12/17/2019	INVOICE	3825	2TON TROLLEY JACK	46.99	
12/17/2019	INVOICE	3896	SUPPLIES	60.86	
12/17/2019	INVOICE	COLU30154715	CREDIT DUPLICATE PAYMENT	(334.80)	
12/17/2019	INVOICE	4370	REBAR	323.60	
12/17/2019	INVOICE	4378	FULL LP TANK	43.82	
12/17/2019	INVOICE	4405	SUPPLIES	30.00	
12/17/2019	INVOICE	4317	ICE MELT	31.94	
Total:				669.49	
Net of 26 Invoices / 0 Checks				669.49	
02334	MICHAEL TODD & COMPANY INC				
12/17/2019	INVOICE	169362	LIGHT BARS	477.50	
Total:				477.50	
Net of 1 Invoices / 0 Checks				477.50	
10309	MIDWEST ALARM SERVICES				
12/17/2019	INVOICE	311262	UNIVERSAL LTE FIRE ALARM COMMUNICATOR/SPLIT'	750.00	
Total:				750.00	
Net of 1 Invoices / 0 Checks				750.00	
10308	MIDWEST ASSISTANCE PROGRAM				
12/17/2019	INVOICE	121919WWCOLL	BACKFLOW RECERTIFICATION CLASS/T STOCKWELL	85.00	
Total:				85.00	
Net of 1 Invoices / 0 Checks				85.00	
03225	MIDWEST GLASS SERVICE INC				
12/17/2019	INVOICE	58662	ACRYLIC/SAFETY GLASS	164.00	
Total:				164.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	164.00	
03224 12/17/2019	MIDWEST LABORATORIES INC INVOICE	969812	TESTING AND SHIPPING CHARGES	1,976.00	
			Total:	1,976.00	
			Net of 1 Invoices / 0 Checks	1,976.00	
03226 12/17/2019	MIDWEST SERVICE & SALES CO INVOICE	0027443	BLADE/HEADLIGHT	369.53	
			Total:	369.53	
			Net of 1 Invoices / 0 Checks	369.53	
00487 12/17/2019	MIDWEST TAPE LLC INVOICE	98241395	MATERIALS	191.94	
12/17/2019	INVOICE	98269896	MATERIALS	31.99	
12/17/2019	INVOICE	98304703	MATERIALS	38.99	
			Total:	262.92	
			Net of 3 Invoices / 0 Checks	262.92	
00463 12/17/2019	MIKE'S TOWING INVOICE	8792	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8825	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8799	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8834	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8842	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8846	TOWING SERVICE	90.00	
12/17/2019	INVOICE	8872	REARRANGE IMPOUND YARD	720.00	
12/17/2019	INVOICE	8873	TOWING SERVICE	90.00	
			Total:	1,350.00	
			Net of 8 Invoices / 0 Checks	1,350.00	
03230 12/17/2019	MOTION INDUSTRIES INC INVOICE	NE07-417596	OIL SEALS	45.61	
			Total:	45.61	
			Net of 1 Invoices / 0 Checks	45.61	
02622 12/17/2019	MOTOROLA SOLUTIONS INC. INVOICE	41273778	MAINTENANCE CONTRACTS	33,910.00	
12/17/2019	INVOICE	8280883488	APX8500 ALL BAND MP MOBILE + MAINT PLAN	7,173.95	
			Total:	41,083.95	
			Net of 2 Invoices / 0 Checks	41,083.95	
00341 12/17/2019	MOUNTAIN VIEW LLC DBA PMT INVOICE	8935	QUARTERLY VIBRATION ROUTE	375.00	
			Total:	375.00	
			Net of 1 Invoices / 0 Checks	375.00	
00905 12/17/2019	MPH INDUSTRIES INC INVOICE	6009785	TUNING MAINTENANCE	79.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	79.95	
			Net of 1 Invoices / 0 Checks	79.95	
00263 12/17/2019	MTM RECOGNITION INVOICE	6002895	SERVICE AWARDS	849.18	
			Total:	849.18	
			Net of 1 Invoices / 0 Checks	849.18	
00960 12/17/2019	MUELLER SHANE INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
01980 12/17/2019	MUNDIL GREGORY INVOICE	120919AQU	POOL OP CLASS EXPENSES	82.89	
			Total:	82.89	
			Net of 1 Invoices / 0 Checks	82.89	
10225 12/17/2019 12/17/2019	NAPA AUTO PARTS OF COLUMBUS INVOICE INVOICE	674618 674746	SUPPLIES BEARINGS	69.12 27.10	
			Total:	96.22	
			Net of 2 Invoices / 0 Checks	96.22	
10311 12/17/2019	NATIONAL ASSOCIATION OF AIRPORT INVOICE	121719AIRP	2020 MEMBERSHIP DUES/SCHADEMANN	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
10306 12/17/2019	NBC CAPITAL, LLC INVOICE	12.30.2019	RAMADA TIF PAYMENTS	28,575.43	
			Total:	28,575.43	
			Net of 1 Invoices / 0 Checks	28,575.43	
00572 12/17/2019	NE DEPT OF TRANSPORTATION INVOICE	0642296	3RD AVE-8 ST TO S 5 ST (SI178)	1,262,938.88	
			Total:	1,262,938.88	
			Net of 1 Invoices / 0 Checks	1,262,938.88	
10304 12/17/2019	NEBRASKA AMERICAN PAYROLL ASSOC INVOICE	11.27.2019	MEMBERSHIP DUES - VICTORIA OSTEN	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
03233 12/17/2019	NEBRASKA LAW ENFORCEMENT INVOICE	8457	LODGING/LOONTJER-URKOSKI	40.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
00029	NEBRASKA STATE FIRE MARSHAL				
12/17/2019	INVOICE	2020-1638	ANNUAL REGISTRATION FEE	360.00	
12/17/2019	INVOICE	2020-616	ANNUAL REGISTRATION FEE	240.00	
			Total:	600.00	
			Net of 2 Invoices / 0 Checks	600.00	
00373	NEFSMA				
12/17/2019	INVOICE	121119ENG	RICHARD BOGUS RENEWAL	35.00	
12/17/2019	INVOICE	01500	BRIAN BENCK RENEWAL	35.00	
12/17/2019	INVOICE	01505	DAVID BOSWELL RENEWAL	35.00	
			Total:	105.00	
			Net of 3 Invoices / 0 Checks	105.00	
10313	NEWS CHANNEL NEBRASKA				
12/17/2019	INVOICE	19090117	STORMWATER MANAGEMENT	299.00	
			Total:	299.00	
			Net of 1 Invoices / 0 Checks	299.00	
00259	NIEMANN'S PORT-A-POT LLC				
12/17/2019	INVOICE	12538	RENTAL	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03245	NORTHEAST NEBRASKA SOLID				
12/17/2019	INVOICE	113019TRANSFER	MUNICIPAL MIXES MSW/INDUSTRIAL WX	54,034.33	
			Total:	54,034.33	
			Net of 1 Invoices / 0 Checks	54,034.33	
00358	OBRIST & CO INC				
12/17/2019	INVOICE	1	LOST CREEK 38ST TO W 10AVE	148,688.73	
			Total:	148,688.73	
			Net of 1 Invoices / 0 Checks	148,688.73	
03249	OCCUPATIONAL HEALTH SERV				
12/17/2019	INVOICE	64808	PRE-EMPLOY, POST ACCIDENT TESTS, FLU SHOTS	1,957.00	
12/17/2019	INVOICE	64991	EMPLOYEE TESTING/FLU SHOT	749.00	
12/17/2019	INVOICE	65067	POST ACCIDENT/MAGDALENO	174.00	
12/17/2019	INVOICE	64787	EMPLOYEE TESTING	209.00	
			Total:	3,089.00	
			Net of 4 Invoices / 0 Checks	3,089.00	
00874	OCLC, INC				
12/17/2019	INVOICE	0000696322	CATALOGING	875.79	
			Total:	875.79	
			Net of 1 Invoices / 0 Checks	875.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03171	OFFICENET				
12/17/2019	INVOICE	924388	FURNITURE FOR NEW POLICE DEPT	119,889.36	
12/17/2019	INVOICE	930379-0	RUBBER BANDS	3.81	
12/17/2019	INVOICE	930381-0	SUPPLIES	20.32	
12/17/2019	INVOICE	930368-0	BLANK CERTIFICATES	6.38	
12/17/2019	INVOICE	930362-0	STAPLER	7.87	
12/17/2019	INVOICE	930276-0	COLORED BOOK COPIES	1,262.25	
12/17/2019	INVOICE	930372-0	POST-ITS, RUBBER BANDS	27.95	
12/17/2019	INVOICE	930375-0	LABLES, FOLDERS	172.51	
12/17/2019	INVOICE	930376-0	CALENDAR	11.51	
12/17/2019	INVOICE	930378-0	USB DRIVES	72.74	
12/17/2019	INVOICE	929965-0	VELLUM, GLOVES, HI-LITERS, LABELS	71.59	
12/17/2019	INVOICE	930225-0	LAMINATING POUCHES	22.51	
12/17/2019	INVOICE	IN54631	COPIER CONTRACT	39.00	
12/17/2019	INVOICE	930570-0	PEN REFILL	1.06	
12/17/2019	INVOICE	930665-0	PEN REFILLS	2.12	
12/17/2019	INVOICE	930667-0	POST-IT NOTES	3.52	
12/17/2019	INVOICE	930666-0	DISINFECTING SPRAY/WIPES	23.47	
12/17/2019	INVOICE	930664-0	TAPE, STENO BOOK, LABELS	73.37	
12/17/2019	INVOICE	930663-0	WIPES	16.78	
12/17/2019	INVOICE	930537-0	SCISSORS, TAPE, STAPLER	42.00	
12/17/2019	INVOICE	930515-0	FACIAL TISSUE	62.10	
12/17/2019	INVOICE	930377-0	FACIAL TISSUE, TOWELS	35.31	
12/17/2019	INVOICE	929927-0	WALL SIGNS	37.36	
12/17/2019	INVOICE	929059-0	CALENDARS	23.42	
12/17/2019	INVOICE	930761-0	CALENDARS, HIGHLIGHTERS	65.11	
12/17/2019	INVOICE	C924366-0	CREDIT CHAIR DOLLY	(368.68)	
12/17/2019	INVOICE	930042-0	4X6 BOARD	494.89	
12/17/2019	INVOICE	C923837-0	CREDIT 4X8 BOARD	(494.89)	
12/17/2019	INVOICE	930569-0	CHAIRMAT	95.71	
12/17/2019	INVOICE	930955-0	CHAIRMAT	68.96	
12/17/2019	INVOICE	926031-0	46 CHAIRMATS	4,135.16	
12/17/2019	INVOICE	928273-0	HON CENTER DRAWERS	3,323.46	
12/17/2019	INVOICE	C928273-0	CREDIT 2 CENTER DRAWERS	(183.62)	
12/17/2019	INVOICE	929932-0	CHAIR DOLLY	368.68	
			Total:	129,433.09	
			Net of 34 Invoices / 0 Checks	129,433.09	
01451	ONE CALL CONCEPTS INC				
12/17/2019	INVOICE	9110121	LOCATE FEES	140.60	
			Total:	140.60	
			Net of 1 Invoices / 0 Checks	140.60	
01307	ONE SOURCE				
12/17/2019	INVOICE	1639-20191130	BACKGROUND CHECKS	76.00	
			Total:	76.00	
			Net of 1 Invoices / 0 Checks	76.00	
00176	O'REILLY AUTOMOTIVE INC				
12/17/2019	INVOICE	0681-424765	PARTS	131.00	
12/17/2019	INVOICE	0681-425385	CABIN FILTER	14.69	
12/17/2019	INVOICE	0681-425487	SUPPLIES	14.83	
12/17/2019	INVOICE	0681-426036	BELT	10.92	
12/17/2019	INVOICE	0681-427271	PARTS	48.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	0681-427050	FILTERS	(30.00)	
12/17/2019	INVOICE	0681-427055	FILTERS	16.14	
12/17/2019	INVOICE	0681-427054	FILTERS	134.80	
12/17/2019	INVOICE	0681-426576	BELT	40.74	
12/17/2019	INVOICE	0681-426410	LED CUBE	68.24	
12/17/2019	INVOICE	0681-425466	ICE SCRAPER	5.29	
Total:				455.00	
Net of 11 Invoices / 0 Checks				455.00	
01869	PERFORMANCE PRINTING INC				
12/17/2019	INVOICE	26034	BUS. CARDS/13 SETS @ 30.45 EA	395.85	
Total:				395.85	
Net of 1 Invoices / 0 Checks				395.85	
03258	PETTY CASH				
12/17/2019	INVOICE	1203STREETS	PETTY CASH RECEIPTS	25.01	
12/17/2019	INVOICE	1217AQUATIC	POOL OP FEE/NOLA-PETTY CASH	40.88	
12/17/2019	INVOICE	1217POLICE	PETTY CASH RECEIPTS	64.06	
Total:				129.95	
Net of 3 Invoices / 0 Checks				129.95	
00155	PLATTE COUNTY				
12/17/2019	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,022.07	
Total:				3,022.07	
Net of 1 Invoices / 0 Checks				3,022.07	
00758	PLATTE COUNTY REGISTER OF				
12/17/2019	INVOICE	120319CLERK	ORD NO. 19-46	28.00	
Total:				28.00	
Net of 1 Invoices / 0 Checks				28.00	
03057	PLATTE COUNTY TITLE & ESCROW				
12/17/2019	INVOICE	122019CLOSE	CLOSING COSTS-DEER RUN EST 2ND	164.60	
Total:				164.60	
Net of 1 Invoices / 0 Checks				164.60	
01077	PLATTE VALLEY COMMUNICATIONS				
12/17/2019	INVOICE	051900332	JCC RELOCATION-CUST #COCICO	101,445.91	
Total:				101,445.91	
Net of 1 Invoices / 0 Checks				101,445.91	
03281	PREFERRED PLUMBING & HTG INC				
12/17/2019	INVOICE	1026-41557	REPAIR 2ND FLOOR URINAL	202.61	
Total:				202.61	
Net of 1 Invoices / 0 Checks				202.61	
03261	PRESTOX				
12/17/2019	INVOICE	4767123	PEST CONTROL	59.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	5058849	PEST CONTROL	59.00	
			Total:	118.00	
			Net of 2 Invoices / 0 Checks	118.00	
00575	PRODUCTIVITY PLUS ACCT-TITAN				
12/17/2019	INVOICE	13319011 GP	DAMPER	403.30	
12/17/2019	INVOICE	13295417 GP	FROST TOOTH	42.18	
			Total:	445.48	
			Net of 2 Invoices / 0 Checks	445.48	
10294	QUICK MED CLAIMS				
12/17/2019	INVOICE	15751	DEPOSITS COLLECTED FOR NOVEMBER	612.17	
			Total:	612.17	
			Net of 1 Invoices / 0 Checks	612.17	
01920	RDO TRUCK CENTERS				
12/17/2019	INVOICE	86650H	FILTER KIT/SUPPLIES	209.83	
			Total:	209.83	
			Net of 1 Invoices / 0 Checks	209.83	
03264	REARDON LAWN & GARDEN INC				
12/17/2019	INVOICE	508352-7851	PARTS	312.90	
			Total:	312.90	
			Net of 1 Invoices / 0 Checks	312.90	
03265	RECORDED BOOKS LLC				
12/17/2019	INVOICE	76584949	MATERIALS	54.00	
12/17/2019	INVOICE	76585227	MATERIALS	36.54	
12/17/2019	INVOICE	76585687	MATERIALS	68.43	
12/17/2019	INVOICE	76577881	MATERIALS	234.97	
12/17/2019	INVOICE	11435837	REBATE	(105.00)	
			Total:	288.94	
			Net of 5 Invoices / 0 Checks	288.94	
00356	RECREATION SUPPLY COMPANY				
12/17/2019	INVOICE	374717	POWER WASHER/CAPLETS	187.30	
			Total:	187.30	
			Net of 1 Invoices / 0 Checks	187.30	
00098	REDSTONE VETERINARY CLINIC				
12/17/2019	INVOICE	102181	ANIMAL CARE	895.10	
			Total:	895.10	
			Net of 1 Invoices / 0 Checks	895.10	
00161	REMBOLT LUDTKE LLP				
12/17/2019	INVOICE	27017-000A DEC	NOVEMBER LEGAL SERVICES	162.50	
			Total:	162.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	162.50	
10265 12/17/2019	ROAD BUILDERS INVOICE	MACHINERY AND SUPPLY S02258	EQUIPMENT MAINTENANCE	4,998.96	
			Total:	4,998.96	
			Net of 1 Invoices / 0 Checks	4,998.96	
00284 12/17/2019	S & S WILLERS INC INVOICE	112219VB	GOLF COURSE SAND	390.85	
			Total:	390.85	
			Net of 1 Invoices / 0 Checks	390.85	
02704 12/17/2019	SANDRY FIRE SUPPLY LLC INVOICE	INV-008328	HELMET	321.65	
12/17/2019	INVOICE	INV-008156	GLOVES	833.15	
			Total:	1,154.80	
			Net of 2 Invoices / 0 Checks	1,154.80	
03270 12/17/2019	SAPP BROS COLUMBUS INC INVOICE	1853493	FUEL	38.61	
12/17/2019	INVOICE	2733435	FUEL	63.70	
12/17/2019	INVOICE	2733181	FUEL	22.00	
12/17/2019	INVOICE	2732644	FUEL	21.74	
12/17/2019	INVOICE	2735824	FUEL	23.48	
12/17/2019	INVOICE	2736635	FUEL	22.23	
12/17/2019	INVOICE	2728050	FUEL	23.89	
12/17/2019	INVOICE	1845547	FUEL	25.99	
12/17/2019	INVOICE	2729637	FUEL	29.46	
12/17/2019	INVOICE	1849480	FUEL	22.07	
12/17/2019	INVOICE	1851393	FUEL	23.01	
12/17/2019	INVOICE	2722403	FUEL	32.88	
12/17/2019	INVOICE	1840319	FUEL	28.08	
			Total:	377.14	
			Net of 13 Invoices / 0 Checks	377.14	
03268 12/17/2019	SAPP BROS PETROLEUM INC INVOICE	11413515	FUEL	1,099.28	
12/17/2019	INVOICE	11413568	FUEL	5,742.00	
12/17/2019	INVOICE	11413569	FUEL	690.00	
12/17/2019	INVOICE	11413605	FUEL	4,397.80	
12/17/2019	INVOICE	11414153	FUEL	5,475.00	
12/17/2019	INVOICE	11414154	FUEL	1,240.00	
12/17/2019	INVOICE	11414291	FUEL	2,971.50	
12/17/2019	INVOICE	305415	FUEL	109.95	
12/17/2019	INVOICE	306778	FUEL	142.95	
			Total:	21,868.48	
			Net of 9 Invoices / 0 Checks	21,868.48	
01712 12/17/2019	SARGENT MELISSA INVOICE	121019LIBR	MILEAGE	49.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	49.76	
			Net of 1 Invoices / 0 Checks	49.76	
00387 12/17/2019	SCHWING BIOSET INVOICE	61423083	SUPPLIES	3,414.25	
			Total:	3,414.25	
			Net of 1 Invoices / 0 Checks	3,414.25	
01481 12/17/2019	SEADSCHLAG CHARLES INVOICE	121119ADMIN	DEER RUN EST SECOND SD PARTIAL ACQU	8,000.00	
			Total:	8,000.00	
			Net of 1 Invoices / 0 Checks	8,000.00	
00465 12/17/2019	SERVICEMASTER BY SHEVLIN INVOICE	6873	MONTHLY CLEANING	2,085.00	
			Total:	2,085.00	
			Net of 1 Invoices / 0 Checks	2,085.00	
01090 12/17/2019	SHEVLIN SUPPLY INVOICE	4181	TOWELS	61.88	
12/17/2019	INVOICE	4168	DISINFECTING WIPES	49.18	
12/17/2019	INVOICE	4174	FACIAL TISSUE	33.97	
12/17/2019	INVOICE	4193	TOWELS	30.94	
			Total:	175.97	
			Net of 4 Invoices / 0 Checks	175.97	
03277 12/17/2019	SIPPLE, HANSEN, EMERSON, INVOICE	120519ADMIN	NOVEMBER LEGAL SERVICES	5,567.40	
			Total:	5,567.40	
			Net of 1 Invoices / 0 Checks	5,567.40	
01394 12/17/2019	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-000730693	CISCO-CATALYST 9300 PORTS/ LICENSES	19,134.20	
			Total:	19,134.20	
			Net of 1 Invoices / 0 Checks	19,134.20	
02972 12/17/2019	SPEICHER ELECTRIC INVOICE	617	CORD FOR TRAINING TOWER	1,247.36	
			Total:	1,247.36	
			Net of 1 Invoices / 0 Checks	1,247.36	
03280 12/17/2019	STATE OF NEBR DEPT OF REVENUE INVOICE	11.30.2019 UTILITY	NOVEMBER 2019 SALES TAX	48,975.19	
12/17/2019	INVOICE	11.30.2019 POOLS	NOVEMBER 2019 SALES TAX	199.70	
12/17/2019	INVOICE	11/2019GOLF	SALES TAX	186.32	
			Total:	49,361.21	
			Net of 3 Invoices / 0 Checks	49,361.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00244 12/17/2019	STERICYCLE INC INVOICE	4008981332	MONHTLY SERVICES	918.16	
			Total:	918.16	
			Net of 1 Invoices / 0 Checks	918.16	
00105 12/17/2019	SUPER SAVER INVOICE	120319COMMCTR	FOOD AND SUPPLIES	50.37	
			Total:	50.37	
			Net of 1 Invoices / 0 Checks	50.37	
02656 12/17/2019	SUPERION, LLC INVOICE	259638	NAVILINE INSTALLATION/DEVELOPMENT	2,200.00	
			Total:	2,200.00	
			Net of 1 Invoices / 0 Checks	2,200.00	
03048 12/17/2019	SUPERIOR VAN & MOBILITY INVOICE	158973	HARNES REPAIR-BUSS 44	626.75	
			Total:	626.75	
			Net of 1 Invoices / 0 Checks	626.75	
00110 12/17/2019	SYSCO LINCOLN INVOICE	261859418	FOOD SUPPLIES	1,924.49	
12/17/2019	INVOICE	261850112	FOOD SUPPLIES	1,708.99	
12/17/2019	INVOICE	261834113	FOOD, EQUIPMENT, SUPPLIES	1,095.35	
12/17/2019	INVOICE	261818067	CREDIT RETURN	(43.89)	
12/17/2019	INVOICE	16135704P	CREDIT RETURN	(129.63)	
			Total:	4,555.31	
			Net of 5 Invoices / 0 Checks	4,555.31	
02743 12/17/2019	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000037896	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
00540 12/17/2019	TIME WARNER CABLE INVOICE	0000767120119	HD CONVERTER	8.37	
			Total:	8.37	
			Net of 1 Invoices / 0 Checks	8.37	
03128 12/17/2019	TIRE OUTLET INC INVOICE	182270	REPAIRS	60.00	
12/17/2019	INVOICE	182294	REPAIRS	230.00	
12/17/2019	INVOICE	182301	REPAIRS	25.00	
12/17/2019	INVOICE	180060	TIRE REPAIR	25.00	
12/17/2019	INVOICE	182320	REPAIRS	150.00	
12/17/2019	INVOICE	180440	REPAIRS	60.00	
12/17/2019	INVOICE	182512	TIRES AND STEMS	150.00	
			Total:	700.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 7 Invoices / 0 Checks	700.00	
00999 12/17/2019	TITAN MACHINERY INC-OMAHA INVOICE	13179750	PIN HOLE IN FUEL LINE/SERVICE ORDER 1086944	851.90	
			Total:	851.90	
			Net of 1 Invoices / 0 Checks	851.90	
01435 12/17/2019	TM CLEANING INVOICE	181	CLEANING CHARLIE LOUIS STATION	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
03283 12/17/2019	TRACTOR SUPPLY CREDIT PLAN INVOICE	459502	10 TINE STEEL BEDING FORKS	69.98	
12/17/2019	INVOICE	459700	QUICK COUPLERS	26.98	
			Total:	96.96	
			Net of 2 Invoices / 0 Checks	96.96	
02739 12/17/2019	TRAVELERS CL REMITTANCE CENTER INVOICE	11.11.2019	INSURANCE POLICY 2019-2020	553,331.00	
			Total:	553,331.00	
			Net of 1 Invoices / 0 Checks	553,331.00	
00550 12/17/2019	TRUCK CENTER COMPANIES INVOICE	120247	PIERCE FIRE TRUCK	971.14	
12/17/2019	INVOICE	209009J	CLAMPS	136.86	
12/17/2019	INVOICE	208717J	PARTS	439.90	
12/17/2019	INVOICE	209175J	CORE ASSY	216.79	
12/17/2019	INVOICE	209227J	PARTS	143.76	
12/17/2019	INVOICE	CM209175J	RETURN	(12.65)	
12/17/2019	INVOICE	120286	PIERCE FIRE TRUCK	126.10	
12/17/2019	INVOICE	209297J	COUPLINGS	8.77	
12/17/2019	INVOICE	209277J	PARTS	8.32	
12/17/2019	INVOICE	209317J	PARTS	120.52	
12/17/2019	INVOICE	209313J	PARTS	38.94	
			Total:	2,198.45	
			Net of 11 Invoices / 0 Checks	2,198.45	
00357 12/17/2019	TURFWERKS INVOICE	OI49001	PARTS	2,316.60	
			Total:	2,316.60	
			Net of 1 Invoices / 0 Checks	2,316.60	
00349 12/17/2019	TWEET'S SPORT SHOP INVOICE	11765	BASKETBALL NETS	35.94	
			Total:	35.94	
			Net of 1 Invoices / 0 Checks	35.94	
01413	TWIN RIVERS VETERINARY CLINIC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/17/2019	INVOICE	137426-137600	ANIMAL CARE	687.23	
			Total:	687.23	
			Net of 1 Invoices / 0 Checks	687.23	
10298	TY'S OUTDOOR POWER & SERVICE				
12/17/2019	INVOICE	G078832	BEARING	121.49	
12/17/2019	INVOICE	G078759	PARTS	331.76	
			Total:	453.25	
			Net of 2 Invoices / 0 Checks	453.25	
00100	U & I SANITATION				
12/17/2019	INVOICE	8604-250	GARBAGE SERVICE	49.50	
			Total:	49.50	
			Net of 1 Invoices / 0 Checks	49.50	
02341	US CELLULAR				
12/17/2019	INVOICE	0344181058	PHONE SERVICES	43.22	
			Total:	43.22	
			Net of 1 Invoices / 0 Checks	43.22	
03294	USA BLUE BOOK				
12/17/2019	INVOICE	077753	PARTS	507.70	
12/17/2019	INVOICE	077754	PARTS	171.97	
			Total:	679.67	
			Net of 2 Invoices / 0 Checks	679.67	
01181	VERIZON WIRELESS				
12/17/2019	INVOICE	9843021345	CELL PHONE CHARGES	643.80	
12/17/2019	INVOICE	9843065274	CELL PHONE CHARGES	1,942.26	
			Total:	2,586.06	
			Net of 2 Invoices / 0 Checks	2,586.06	
03298	VOLUNTEER FIRE DEPARTMENT				
12/17/2019	INVOICE	112119VFD	OFFICE SUPPLIES/MEALS	294.01	
12/17/2019	INVOICE	102519VFD	REIMB HOBBY LOBBY/DECORATIONS	223.38	
			Total:	517.39	
			Net of 2 Invoices / 0 Checks	517.39	
02707	WACHA CONSTRUCTION LLC				
12/17/2019	INVOICE	080320	REPLACE SIDEWALK 14ST, W OF 24AVE	2,040.00	
			Total:	2,040.00	
			Net of 1 Invoices / 0 Checks	2,040.00	
03154	WASTE CONNECTIONS OF NEBRASKA				
12/17/2019	INVOICE	5469463	GARBAGE SERVICE	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00147 12/17/2019	WELLNESS COUNCIL OF AMERICA INVOICE	00011883	DECEMBER NEWSLETTER	20.95	
			Total:	20.95	
			Net of 1 Invoices / 0 Checks	20.95	
10310 12/17/2019	WORLD BOOK INC. INVOICE	0001603163	MATERIALS	999.00	
			Total:	999.00	
			Net of 1 Invoices / 0 Checks	999.00	
			invoices and 0 checks for 183 vendors:	4,372,150.27	

COMMITTEE OF THE WHOLE
December 2, 2019

A meeting of the Committee of the Whole of the City of Columbus, Nebraska, was convened in open and public session on December 2, 2019, at 6:30 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

- 1. Statement of compliance with Open Meetings Act and roll call:** Council President Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, and Prent Roth. Council member Ron Schilling was absent and excused. Mayor James Bulkley was also present. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Police Chief Chuck Sherer.
- 2. Highway 30/64 Connector Feasibility Study request.** Dennis Grennan, representative of the Columbus Area Chamber of Commerce Transportation Committee, explained the events that have transpired to date and noted that an interlocal agreement for participation in a proposed regional transportation planning study was signed by the State of Nebraska Department of Roads, City of Columbus, City of Schuyler, Village of Bellwood, Village of Richland, County of Platte, County of Colfax, County of Butler, and County of Polk in 2009. It was anticipated at that time that 20 percent of the cost of the study would be funded by the entities included in the agreement with the remaining 80 percent from a federal grant. The agreement was put on hold as the grant funds never materialized and due to the isolation of Columbus following the spring floods, discussions regarding a possible connection of the two highways has been resurrected. The Transportation Committee is proposing a study that will narrow the area and focus on the best way of connecting Highways 30 and 64 to determine whether or not this project would be feasible. Platte County has agreed to be the sponsoring agency and fund the study up to \$15,000. A recommendation was made to the mayor and city council that the City of Columbus participate in funding a study in an amount up to \$15,000 with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 3. Adjournment:** The meeting adjourned at 7:03 p.m. with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

OFFICE OF THE CITY CLERK
:Janelle Kline

From: "Domogalla, Kevin" <Kevin.Domogalla@nebraska.gov>
Subject: Columbus East By-pass
Date: 27 November 2019 13:11
To: "Bogus, Richard" <rick.bogus@columbusne.us>

Rick :

Thank you for the phone call regarding the feasibility study which you are considering for an alternate route east of Columbus to connect Highway 64 and Highway 30. As always, I am very appreciative of our partnership and look forward to help in any way we can.

This project was brought forward during the discussion and selection process for the BNA and TIA program. As you may remember, while there are many benefits to this project, there were possible obstacles to the project also. For the Department to take this into the State Highway System, it would need to offset the additional miles added to the system by relinquishing a similar amount to the local jurisdictional entity, as directed by Title 428 of the Nebraska Administrative Code. Determining a suitable portion of the Highway 64 or Highway 30 to be relinquished to the local jurisdiction is also problematic. This project was not selected for inclusion in the BNA or TIA design or planning program so would either have to wait until the next selection process for FY's 2033 and beyond, if funding remains available, or would have to compete with other Capital Improvement projects. Currently, the Needs Assessment indicates over \$3.2 billion in capital improvement needs. Consequently, a bypass around Columbus will be very difficult to fund based on needs.

Pursuing this as a strictly local project may be an option to explore.

Thank You,

Kevin G. Domogalla, P.E.
408 North 13th Street
Norfolk, NE 68701
Ph. (402)-370-3470

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
December 9, 2019

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on December 9, 2019, at 4:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Schilling announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Ron Schilling. Council Member Prent Roth was absent. City staff members present included City Administrator Tara Vasicek, City Engineer Rick Bogus, and City Clerk Janelle Kline.
2. **Election of Chair and Vice-Chair:** Schilling called for nominations for Chair of the Public Property, Safety, and Works Committee. Kresha nominated Roth to serve as Chair. Schilling called for further nominations and no other nominations were brought forward. The nominations closed with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Roth was elected to serve as Chair with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Schilling called for nominations for Vice Chair of the Public Property, Safety, and Works Committee. Bahr nominated Kresha to serve as Vice Chair. Schilling called for further nominations and no other nominations were brought forward. The nominations closed with a motion by Bahr and a second by Schilling. Bahr, Kresha, and Schilling voted "Aye" and none voted "Nay". Roth was absent. Kresha was elected to serve as Vice Chair with a motion by Bahr and a second by Schilling. Bahr, Kresha, and Schilling voted "Aye" and none voted "Nay". Roth was absent.
3. **Amendment to Part II, Section B, of the Assessment Policy to include assessment of costs for Lift Stations to benefiting properties by a serviceable area basis.** Bogus explained the changes to the assessment policy regarding lift stations to allow the city to assess benefiting property owners by serviceable area to better meet State Statute. He indicated that staff will be doing a complete review of the Assessment Policy in the near future. A recommendation was made to the mayor and city council that the amendment to Part II, Section B, of the Assessment Policy to include assessment of costs for lift stations to benefiting properties by a serviceable area basis with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Schilling voted "Aye" and none voted "Nay". Roth was absent.

4. **Adjournment:** The meeting adjourned at 4:10 p.m. with a motion by Kresha and a second by Bahr. Bahr, Kresha, and Schilling voted “Aye” and none voted “Nay”. Roth was absent.

OFFICE OF THE CITY CLERK
: Janelle Kline

The City of **Columbus**

MEMORANDUM

DATE: December 5, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amend Assessment Policy for Lift Station Assessments to Benefiting Properties by a Serviceable Area Basis

RECOMMENDATION:

I recommend approval of amending the Assessment Policy, Part II, Calculation of Assessment, Section B. Sanitary Sewer, adding Lift Station assessments to benefiting properties shall be by a serviceable area basis.

DISCUSSION:

The amendment will allow benefiting properties, as described by State Statutes, to be assessed by serviceable area basis and not by a front footage basis. The assessment for sanitary sewer shall remain on a front footage basis. Lift station costs shall be for complete in place and include that for the lift station wet well and valve structures, pumps, valves, force main, fittings, dewatering, and other costs associated with the installation and operation.

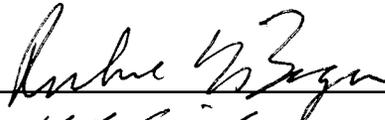
FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: 
Approved By: 

ASSESSMENT POLICY

The City's assessment policy consists of three parts plus Exhibit "A", which is the City Attorney's letter to the City Council on assessments.

1. Part one is the district creation and legal requirements.
2. Part two is the procedure for the calculation of assessments.
3. Part three is the payment policy.

PART I - DISTRICT CREATION

A Water and Sanitary Sewer Extension Districts

1. Water and sanitary sewer extension districts can be created by the City Council after they have received a request from a property owner, or the City Council can create the district by their own action.
2. Water and sanitary sewer extension districts cannot be remonstrated against by owner petition.

The procedure will be as follows:

- a. Letter of requests given to City Clerk who places it on the Council agenda.
- b. Letter of request is referred to the Public Property, Safety, and Works Committee.
- c. The City Engineer prepares a report for the Public Property, Safety, and Works Committee detailing the property involved in the district and estimated project costs.
- d. The Public Property, Safety, and Works Committee then recommends to the City Council either approval or denial of the request
- e. If the Committee and City Council approve the creation of a district, the City Engineer will forward information sufficient to create the district to the City Attorney.
- f. Meeting of the Council to consider passage of an ordinance creating the district
- g. Upon passage of the ordinance, it must be published and filed with the County Register of Deeds.
- h. After the district is created by the City Council, the City Engineer will write a letter to each property owner in the district indicating their approximate cost and payment information. (See attached letter for water and sewer district.)
- i. The bidding and construction process must then occur.
- j. Upon completion of the project, the Council, at a regular meeting would accept the certificate of completion, review the tentative schedule of assessments and set a date for the Board of Equalization to meet

- k. A notice for the meeting of the Board of Equalization must be published five (5) times. A copy of the notice must be sent by regular first class mail, within five days of the first publication, to resident property owners. Non-residents must also be sent a copy of the notice by certified mail within five days of the first publication.
- l. The Council then meets as a Board of Equalization to levy the assessments and a resolution and an ordinance is then passed.

B. Street Improvement District

- 1. A street improvement district can be created after the City Council has received a request for street improvements from at least 50 percent of the front footage property owners.

The procedure will be as follows:

- a. Letter of request given to City Clerk who places it on the Council agenda.
- b. Letter of request is referred to the Public Property, Safety, and Works Committee.
- c. The City Engineer prepares a report for the Public Property, Safety, and Works Committee detailing the property involved in the district and estimated project costs.
- d. The Public Property, Safety, and Works Committee then recommends to the City Council either approval or denial of the request.
- e. If the Committee and City Council approve the creation of a district, the City Engineer will then forward to the City Attorney the information needed to create the district.
- f. Regular meeting of the Council is held to consider passage of an ordinance creating the district.
- g. The ordinance must be published one time and the Notice of Creation published four times.
- h. Certificate of Filing ordinance with Register of Deeds is prepared by the City Clerk.
- i. The Notice of Creation must be mailed within five (5) days of its first publication date to the non-resident property owners.
- j. If the district is approved by the City Council, the City Engineer will write a letter to each property owner in the district indicating their approximate cost and payment information. (See attached letter for paving district.)
- k. If objections are received, a meeting of the Council would occur to hear said objections to the creation of the district and a resolution then passed declaring that the district was created. If the owners of more than 50 percent of the front footage files objections to the district with the City Clerk within 20 days, the ordinance shall be repealed.

- l. The bidding and construction process must then occur.
- m. Meeting of the Council to accept engineer's certificate of completion, review the tentative schedule of assessment and set date for Board of Equalization. A notice for the meeting of the Board of Equalization must be published five (5) times. A copy of the notice must be sent by regular first class mail, within five days of the first publication, to resident property owners. Non-residents must also be sent a copy of the notice by certified mail within five days of the first publication.
- n. Mayor and Council sit as Board of Equalization to levy assessments with a resolution and ordinance passed to levy the assessments.

C. Sidewalk Improvement District

- 1. A sidewalk improvement district can be created if the Council determines that a sidewalk is required or if a request is received from a citizen.

The procedure will be as follows:

- a. From City Code

9-8-1 : CONSTRUCTION OF SIDEWALK REQUIRED: Whenever the Council shall deem it necessary that a sidewalk be constructed in front of or along any lot or piece of land in the City in a place where there is no sidewalk, or that an existing sidewalk be widened, replaced or reconstructed, the Council may so order by vote, three-fourths ($\frac{3}{4}$) of its members concurring, and the yeas and nays of such vote shall be entered of record. (1937 Code)

9-8-2 NOTICE OF CONSTRUCTION: Whenever the Council shall order any curbing constructed, except through formation of or in connection with regularly organized improvement district, or any sidewalk constructed, widened, replaced or reconstructed, the Clerk shall thereupon cause the owner of record of such lot or piece of land to be notified by such order. The notice shall specify the time within which the owner shall construct the curbing or construct, widen, replace or i-construct the sidewalk or cause the same to be done. If notice is served upon the property owner of record at any time between April 15 through October 15 of each year, the work so specified shall be done within thirty (30) days from and after the service of notice, or from the time of last publication if service be held in that manner. If service of notice is made upon the property owner between October 16 through April 14, the work as specified shall be completed and performed within thirty (30) days from April 15 next following the service of notice. The notice so served upon the property owner shall specify the time within which he shall perform the work and further inform the owner that if he fails to have the improvements made as directed within the time specified, then and in that event, the City will cause the improvements to be made and the cost thereof will be levied and assessed thereafter by the Mayor and Council as a special tax against the property. The notice shall be given by delivering the same to the owner in person or by leaving it at his usual place of residence in the City, or if he be a nonresident of the City, then by publication thereof for three (3) consecutive days in the daily newspaper of the City. The Engineer or other engineer employed by the City shall in all cases be notified by the Clerk when the notice to the property owner is served to stand ready to furnish a survey and set the stakes for the improvement within ten (10) days thereof. (ord. 2967, 3-19-84)

9-8-3 : WORK DONE BY CONTRACT Whenever the City shall construct curbing or construct, widen, replace or reconstruct any sidewalks as herein provided, notice specifying the work to be done and calling for bids for doing the work and furnishing the necessary material and labor shall be published in at least two (2) issues of a daily newspaper of the City, the bids to be filed within ten (10) days after the date of first publication and to be opened at the next regular or special meeting of the Council, which shall award the work to the lowest responsible bidder. (1937 Code)

a. From State Statute

1. Regular meeting of the Council to consider passage of ordinance creating district.
2. Certificate of filing the ordinance with the Register of Deeds must then take place.
3. The ordinance must be published one time and the Notice of Creation published four times.
4. The Notice of Creation must then be sent to non-resident property owners within *five* (5) days of its first publication date.
5. The bidding and construction process must then occur.
6. Upon completion of the project, the Council must meet to accept the engineer's certificate of completion, review the tentative schedule of assessments and set date for Board of Equalization meeting.
7. The Notice of the meeting must be mailed within *five* days after its first publication date to both resident and non-resident property owners. Resident property owners should be notified by first class mail and non-residents by certified mail.
8. The Board of Equalization then meets and levies assessments. A resolution and ordinance would then be passed approving the assessment schedule.

PART II - CALCULATION OF ASSESSMENT

A. Water

Property Owner Cost - Cost of 6" water main, valves, fittings, fire hydrants, and service lines. This will include boring costs, dewatering costs, and other costs associated with installation of a 6" water main.

City Cost - The difference in cost between a water main, valves and fittings, borings larger than 6", and a 6" diameter water main and fittings.

Water will be assessed on a front footage basis.

B. Sanitary Sewer

Property Owner Cost - Cost of an 8" sanitary sewer main, manholes, tees, and service lines. This includes boring costs, dewatering, and other costs associated with the installation of an 8" sanitary sewer.

City Cost - The difference in cost between a sanitary sewer main larger than 8" diameter and an 8" diameter sanitary sewer.

Sanitary sewer will be assessed on a front footage basis; however, as each district must be reviewed individually, normal assessments for Sanitary Sewer for lift stations may be determined and made by the benefited serviceable area as determined in the design.

C. Storm Sewer

Property Owner Cost - 12" storm sewer, inlets, manholes, and other costs associated with installation of a 12" storm sewer.

City Cost - The difference in cost for a storm sewer larger than 12" in diameter and a 12" diameter storm sewer.

Storm sewers will be assessed on a front footage basis if a storm sewer district is created. If storm sewers are part of a paving district, they will be assessed as part of the paving district.

D. Paving

Property Owner Cost (Residential) - 33' wide, 6" thick PCC pavement.

Property Owner Cost (Commercial/Industrial) - 33' wide and the total thickness which will be determined by the engineer based upon the traffic in the area.

City Cost (Residential) - The difference in cost between a street wider or thicker than 33' wide and 6" PCC plus intersection costs as per the attached diagram.

City Cost (Commercial/Industrial) - Width over 33' and intersection cost as per the attached diagram.

Criteria for Determining Benefits to Property

Although each district must be reviewed individually, the same basic principles will be used in each case. The assessable area, or district boundary, is usually established by including all property, which extends back from the improved street half way to the next parallel street.

The half way distance is then divided in thirds and assessed as follows

First	1/3 - 50%
Second	1/3 - 30%
Third	1/3 - 20%

The attached curve will be used and is based upon the half way distance being 132 feet.

Each street improvement district is usually different in some way from previous districts. For this reason it is difficult to set one rule for all assessments and never allow deviation. Properties must be assessed according to benefits derived and this fact must not be ignored just to satisfy a mathematical procedure. The City can only use its best judgement and experience to spread assessments and must always be satisfied that the benefits exist. Even when this is done it will still be necessary to justify the assessment and to explain these methods.

E. Sidewalk Districts

The property owner shall pay for a 4' wide, 4" thick PCC sidewalk.

City Cost - The difference in cost between a 4' wide, 4" thick PCC sidewalk.

If a driveway is crossed with the sidewalk, a 6" PCC sidewalk will be installed and will be assessed to the property owner.

F. Assessable Costs

The total assessable costs for a water, sewer, storm sewer, paving, or sidewalk district will be calculated upon the following basis:

1. Actual construction cost.
2. Right-of-way cost.
3. Engineering cost - 8% of construction cost if done by City staff or actual cost if done by a consultant.
4. Interest - 8% of construction cost for 1 year.
5. Legal - 2.5% of construction cost.
6. Miscellaneous costs - see attached chart.
7. Printing and publication costs - see attached chart.
8. Inspection costs' - part of 8% if done by City staff or actual cost if done by a consultant.

'Inspection cost shall include all testing costs.

G. Paving Federal Aid Projects

For Federal Aid Projects, the assessable cost shall be the City's cost of construction plus,

Engineering - Actual cost or 8% of construction cost if done by City staff.

Legal - 2.5% of construction cost or actual cost.

Interest - 8% for one year of City's cost of construction.

Miscellaneous & Publication - As per chart based upon construction cost.

Right-of-Way Costs

The City will not deduct for over-sized storm sewers, over width, extra depth, or other items due to Federal assistance. If the Federal share is 80% or greater, under 80% Federal share will be considered on a case by case basis.

PART III - PAYMENT POLICY

A. Assessment of District

A Notice of Proposed Assessment is mailed to all property owners, which outlines the proposed amount of assessment, proposed interest rate, proposed payment schedule and time and place of the public hearing to consider any protest regarding the amount of the assessment. The City Council sits as a Board of Equalization to consider the properties that are specially benefited by the improvements. After the Board of Equalization hearing and discussion the final amounts of the assessments are levied. Once they are levied another notice is mailed to the property owners outlining payment procedures. The property owners have 50 days from the date of the levy to pay the assessment in full, or to indicate their participation in the installment program by paying the first installment of the assessment.

The Ordinance levying the Special Assessments is recorded with the Register of Deeds.

B. Annual Billing Procedures

The City sends the property owner a bill annually for principal and interest due before the assessment anniversary date. The annual payment should be sent to arrive on the day prior to the anniversary date. Should a property owner desire to make partial payments or monthly payments, the City of Columbus accepts them at the City Clerk's Office. Early payments are encouraged, which reduce the amount of interest the property owner pays.

Should an installment become delinquent, the delinquent installments are charged delinquent interest at 14%, the highest interest rate allowed by law. When an assessment is delinquent for three years, foreclosure procedures are initiated.

C. Payoff Procedures

Property owners or interested parties may request the amount necessary to pay off an assessment. A written request is required to obtain the balance from the Finance Department. The written request may be faxed to the City Hall Fax at 402-563-1380. The requests will be processed and faxed back as quickly as possible, but there may be a delay of up to five days for a response.

D. Potential Assessments

To find out if a district has been created in an area of town, prior to the assessment being levied, please see the Ordinances filed in the Register of Deeds Office.

MEMORANDUM

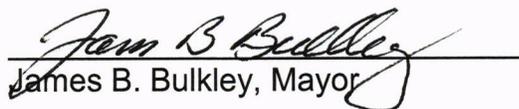
DATE: December 2, 2019
TO: Columbus City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

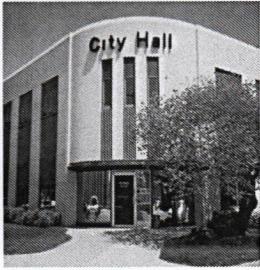
With your permission, I wish to submit the following name to you for consideration and appointment at the December 16, 2019 Columbus City Council meeting, per City Council rules. This nomination is recommended by the City Library Director and Library Board. The nominee resides within the Columbus city limits.

LIBRARY BOARD: Drew Glasshoff (Four-Year Term)
3377 Mimick Lane, Columbus, NE

Drew Glasshoff is a resident of Columbus, and has been involved in numerous community activities over the years. He has volunteered as a Cub Scout leader, an Assistant Boy Scout leader, and a teacher for Parish Religious Education at St. Isidore's Church. Drew and his family members use library services regularly, and he sees it as a unifying venue for citizens of all ages. He feels the purpose of the library is to serve the community and surrounding counties by providing books, programing, computers, meeting spaces, and resources in technology.

Mr. Glasshoff is a graduate of the University of Nebraska-Lincoln, earning his Bachelor's Degree in Agriculture Education. He is currently employed as a Strategic Account Manager for Corteva Pioneer. His experience managing the Northeast Nebraska sales team and leading the territory's marketing initiatives would be an asset to the Library Board.


James B. Bulkley, Mayor



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: December 10, 2019
TO: Mayor and City Council
FROM: Tara Vasicek, City Administrator 
RE: Highway 30/64 Connector Feasibility Study

RECOMMENDATION:

Participate in the Highway 30/64 Connector Feasibility Study, up to \$15,000, contingent upon participation from two other local jurisdictions participation.

DISCUSSION:

Chamber Transportation Committee representatives presented, asking for the City of Columbus' participation in a Feasibility study for 'Highway 30/64 Connector' at the December 2, 2019 Committee of the Whole (COW) meeting.

Dennis Grennan explained that Platte County has agreed to be the lead agency for the study and will contribute the first \$15,000 toward the study.

The COW expressed support for the idea, but wanted to ensure that other local jurisdictions would also financially support the study, as they would be effected by the project. Since the COW meeting, Butler County took the following action:

Discussion/Possible Action regarding a feasibility study on the Bellwood Bridge Issue

Arnie Stuthman presented to the board the need for a feasibility study for the 3064 Corridor and has requested that the county contribute \$10,000 to the study. Moved by Krafka and seconded by Janak to commit \$10,000 to the 3064 Corridor feasibility study. Upon roll call vote the following voted aye: Krafka, Steager, Janak, Birkel, Whitmore, Bauer and Mach. The following voted nay: NONE. Motion carried.

Source: https://co.butler.ne.us/board_meetings/minutes.aspx



MEMORANDUM

DATE: December 6, 2019
FROM : Matt Soukup, Computer Network Technician
TO: Tara Vasicek, City Administrator
RE: IBM Hardware Maintenance Renewal

RECOMMENDATION:

I recommend the approval of renewing maintenance for IBM hardware with a cost of \$14,273.98.

DISCUSSION:

This maintenance is for IBM core server hardware. The maintenance covers technical support, software updates, and hardware replacement upon failure. Without maintenance server down time could last for an extended amount of time until new hardware can be purchased.

FISCAL IMPACT:

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Heather Lindberg

SIGNATURE:

By: _____

Approved By: [Signature]



Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com

SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NEBRASKA 68601
UNITED STATES

Client Executive:

Kathleen O'Konski
+1 (402) 689-6344
kathleen.okonski@siriuscom.com

Proposal Number: Q-00043454
Proposal Date: 12/05/2019
Expires: 01/01/2020
Description: 3 Year Prepaid Renewal
Currency: USD

Client Executive:
 Kathleen O'Konski
 +1 (402) 689-6344
 kathleen.okonski@siriuscom.com

**CITY OF COLUMBUS
 2424 14TH STREET
 COLUMBUS, NEBRASKA 68601
 UNITED STATES**



Sirius Computer Solutions, Inc.

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com

Proposal Number: Q-00043454
Proposal Date: 12/05/2019
Expires: 01/01/2020
Description: 3 Year Prepaid Renewal
Attn:

Description	Machine Type	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
POWER 720	8202-E4D	000007BDV	24x7	01/24/2020	01/23/2021	\$1,555.25
V3700 SFF DUAL CONTROL	2072-24C	007881906	24x7	01/24/2020	01/23/2023	\$3,811.59
TS3100 TAPE LIBRARY	3573-L2U	0078BD240	24x7	01/24/2020	01/23/2023	\$4,570.70
SWMA FOR IBM I FULL	8202-E4D	000007BDV	24x7	01/24/2020	01/23/2021	\$1,544.03
SL STOR ENTRY LEVEL DISK SYS FULL	2072-24C	007881906	24x7	01/24/2020	01/23/2023	\$2,792.41
Extended Subtotal:						\$14,273.98
Total Client Price:						\$14,273.98

Proposal Comments:

Contract # A6BT0Z
 Contract Term: 01/24/2020 - 01/23/2023
 Quote includes hard stop date of 1/23/2021 for HWMA and SWMA on machine 8202-E4D SN 07BDV
 R20: 9971474
 Prepared By: Deedee Villarreal
 ** Planning numbers based on same inventory, same configuration***

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF COLUMBUS ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party

outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

The City of **Columbus**

MEMORANDUM

DATE: 12 December 2019

FROM: Chief Charles Sherer 

Thru: Matt Soukup Computer Network Technician

TO: City Administrator, Tara Vasicek

RE: Cisco Wi-Fi Access Points for New PD Building

RECOMMENDATION: Accept the bid from Sirius for Wi-Fi Access Points for the new Police Station. \$11,465.80.

DISCUSSION: The Wi-Fi Access Points will be installed in the new Police Station. They will give wireless access for phones, tablets, laptops, vehicles and other devices in and around the building. This will be tied into the existing Cisco hardware provided by Sirius.

FISCAL IMPACT:

The bid is \$11,465.80; since the networking & security budget is already over budget, I propose to take the money from the Furniture, Fixture and Equipment budget. After removing some items that can be purchased in a future budgets, the money left in the FF & E account is roughly \$55,805. There will be additional networking and security costs yet to come that I plan to take from this line item as well.

ALTERNATIVE:

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

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____



Sirius Computer Solutions, Inc.

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com

SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NEBRASKA 68601
UNITED STATES

Client Executive:

Kathleen O'Konski
+1 (402) 689-6344
kathleen.okonski@siriuscom.com

Proposal Number: Q-00045330
Proposal Date: 12/11/2019
Expires: 01/05/2020
Description: APs
Currency: USD

Client Executive:
 Kathleen O'Konski
 +1 (402) 689-6344
 kathleen.okonski@siriuscom.com

**CITY OF COLUMBUS
 2424 14TH STREET
 COLUMBUS, NEBRASKA 68601
 UNITED STATES**



Sirius Computer Solutions, Inc.

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com

Proposal Number: Q-00045330
Proposal Date: 12/11/2019
Expires: 01/05/2020
Description: APs
Attn:

Part #	Description	Qty	Ext. Price
AIR-AP2802I-B-K9	802.11ac W2 AP w/CA; 4x4:3; Int Ant; 2xGbE B	9	\$7,900.20
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	9	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	9	\$0.00
AIR2800-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for AIR2800	9	\$0.00
SW2802-CAPWAP-K9	Cisco Aironet 2800 Series CAPWAP Software Image	9	\$0.00
L-LIC-CT2504-UPG	Upgrade Options for 2504 WLAN Controller (e-Delivery)	1	\$0.00
CON-ECMU-LCT25UP	SWSS UPGRADES Upgrade Options for 2504 WLAN Controller	1	\$0.00
L-LIC-CT2504-5A	5 AP Adder Licenses for 2504 WLAN Controller (e-Delivery)	2	\$1,424.50
CON-ECMU-LCT255A	SWSS UPGRADES 5 AP Adder Licenses for 2504 WLAN Contro	2	\$283.20
AIR-AP2802E-B-K9	802.11ac W2 AP w/CA; 4x4:3; Ext Ant; 2xGbE, B Domain	1	\$877.25
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	1	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	1	\$0.00
AIR2800-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for AIR2800	1	\$0.00
SW2802-CAPWAP-K9	Cisco Aironet 2800 Series CAPWAP Software Image	1	\$0.00
AIR-ANT2513P4M-N=	2.4 GHz/5 GHz 13 dBi Patch Antenna.,4 port, N conn.	1	\$906.95
AIR-CAB005LL-R-N=	5 ft Low Loss RF cable w/RP-TNC and N-type connectors	1	\$73.70
Extended Subtotal:			\$11,465.80
Total Client Price:			\$11,465.80

Proposal Comments:

Terms and Conditions:

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Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

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The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.



Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

The City of **Columbus**

MEMORANDUM

DATE: December 10, 2019
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Purchase Dishwasher and Steamer for Community Center

RECOMMENDATION: Staff recommends that the lowest responsible quote of \$35,334.00 from Sysco/Lincoln for the purchase of a commercial dishwasher and steamer for the Community Center be accepted.

DISCUSSION: The current dishwasher is original from the hospital and in need of constant repairs. With the renovation of the FRC, a new electrical and boiler system is being installed and the current dishwasher and steamer are not compatible with the new system. The current steamer is also not large enough for the current needs of the Community Center. We will also need to hire a plumber and electrician for installation along with purchasing support equipment for the dishwasher.

FISCAL IMPACT: There is \$18,000 in the city budget for these purchases along with a \$35,500 grant from the Nebraska Presbyterian Foundation and a pledge from the Family Resource Center (FRC) for a financial contribution to the project.

ALTERNATIVE: None

Concurrence: Cindy Branting, Community Center Manager

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Community Center

CHARGE TO ACCOUNT NUMBER: 100-103-57510

DEPARTMENT HEAD APPROVAL: 

FINANCE DIRECTOR REVIEW: _____
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: _____
(For purchases \$5,000 to 20,000)

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

Date: 10-Dec-19 Time: _____

Vendor Name: Sysco

Vendor Employee Name: John Katz

Telephone: Area Code 402 423-1031

QUOTE FOR: Purchase of Steamer and Dishwasher

Quote Includes:	Item Totals
<u>Hovert Model No. AM15VLT-2 Dishwasher</u>	<u>\$ 18,847.00</u>
<u>Vulcan Model No. C24ET6</u>	<u>\$ 16,487.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	<u>\$ 35,334.00</u>

Quote Excludes: _____

Delivery Date: _____ Shipped By: _____

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

Tax Excluded Yes

City Employee Obtaining Quote: Cindy Branting

Project:
Columbus Community Center
3111 19th Street
Columbus, NE 68601

From:
Sysco Lincoln
John Katz
900 Kingbird Rd.
Lincoln, NE 68521
(402)423-1031
(402)421-5262 (Contact)
jkatz@lincoln.sysco.com

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, DOOR TYPE, VENTLESS Hobart Model No. AM15VLT-2 Ventless Door Type Dishwasher, Energy Recovery, tall chamber, hot water sanitize, internal condensing system, 40 racks/hr, straight-thru or corner, solid-state controls with digital status, booster heater, electric tank heat, auto-fill, stainless steel tank, doors & feet, 208-240/60/3, ENERGY STAR®, Free factory startup for installations within a 50 mile radius of a Hobart service office; installation beyond 50 miles will be charged at the quoted rate by the local Hobart service office	\$18,847.00	\$18,847.00
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	DOOR LOCK NO Without Door lock		
ITEM TOTAL:				\$18,847.00

Item	Qty	Description	Sell	Sell Total
2	1 ea	CONVECTION STEAMER, ELECTRIC Vulcan Model No. C24ET6 ET Series Convection Steamer, electric, 2 compartments, 24" cabinet base, (6) 12" x 20" x 2-1/2" deep total pan capacity, dual high output stainless steel steam generators with Smart Drain system and Powerflush, individual professional controls with 60 minute timer, buzzer for each compartment, and constant steam feature, staged water fill, split water line, single drain connection, stainless steel interior & exterior, dual delime ports, leveling feet, 17kW, UL EPH, cULus Listed	\$16,487.00	\$16,487.00
	1 ea	NOTE: Item qualifies for a no charge equipment check out after the unit has been fully installed and put into service. Contact your Vulcan Representative for more details		
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	Professional control package includes independent control for each cooking compartment with 60-minute timer, buzzer, constant steam mode, cook and ready lights and power switch. Automatic drain at power down		
	1 ea	208v/50/60/3-ph, 53.2 amps, 17 kW, direct wire, standard		
	1 ea	SMF620 SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at job site		
	1 ea	2nd year limited water related parts only & labor warranty, standard		
			ITEM TOTAL:	\$16,487.00
			Total	\$35,334.00

Above prices are for equipment to be drop ship delivery, not uncrated, not installed, unless otherwise noted in the quote. Mechanical and electrical connections are to be by other trades. Mechanical and/or electrical parts, cords, etc., not furnished by factory as a part of the standard equipment and needed for final connections furnished by other trades. Faucets, disposers, control panels, etc to be installed by tradesmen. Customer is responsible to adhere to all local codes. Permits required by local codes and laws are the responsibility of others. Quote is good for 30 days. Price Does Not Include Sales Tax, unless noted.

Purchaser agrees to purchase and pay for the above described property. All deliveries are contingent upon delays caused by strikes, backorders, carriers, or other causes beyond the reasonable control of Sysco-Lincoln. All orders are subject to approval of the home office of Sysco-Lincoln. All terms submitted by purchaser which are different from the terms hereof are expressly rejected.

Purchaser grants to Sysco-Lincoln a purchase money security interest in the property and proceeds thereof to secure the purchase price and interest due hereunder. Until default, purchaser may possess and use the property and shall (a) keep the property in good repair; (b) insure the property against loss by fire or casualty with a company acceptable to Sysco-Lincoln naming Sysco-Lincoln as loss payee; and (c) pay all taxes and assessments thereon when due. Purchaser shall not (a) sell or transfer said property without written consent of Sysco-Lincoln; or (b) remove the property from its original location. Upon default in payment or any other terms hereof, Sysco-Lincoln shall be entitled to declare all obligations to be immediately due and to take immediate possession of the property for sale pursuant to the Uniform Commercial Code. Purchaser shall execute one or more Financing Statements filed at the request of Sysco-Lincoln. This Agreement may also be filed as a Financing Statement.

In the event this application is approved, as collateral security for the prompt and complete payment and performance of all of Customer’s present or future indebtedness, obligations and liabilities to Sysco (the “Obligations”), Customer hereby grants to Sysco a continuing security interest in, and mortgage to, to the following (the “Collateral”): all (i) goods, including, without limitation, all goods now or hereafter delivered on credit to Customer pursuant to this Credit Agreement, and more fully described on invoices issued to Customer by Sysco, (ii) inventory, (iii) equipment; (iv) instruments, (iv) chattel paper, (v) documents, (vi) accounts, (vii) accounts receivable, (viii) general intangibles, (ix) deposit accounts, (x) investment property, and (xi) payment intangibles in which Customer now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

The following are payment arrangements which can be used to comply with Sysco Corporate policy (all subject to approval) on purchases totaling \$5,000 or more. All orders require a signature:

_____ Obtain full payment in advance;

_____ Obtain an “Irrevocable Standby Letter of Credit” for the full amount, including tax. Note on Staged equipment: Bank agrees to release 90% on all equipment staged in Sysco Lincoln’s insured warehouse on the next monthly billing cycle. The 10% balance will need to be paid on satisfactory receipt of goods. Sysco Lincoln will make every attempt to not bring equipment into our warehouse any earlier than will be required on-site. However, in order to facilitate not having construction delays, the equipment needs to be staged.

_____ Obtain 50% down payment and the balance due on the customer’s established food terms; Note on Staged Equipment: Purchaser agrees to provide 50% down to initiate equipment order. Purchaser agrees to pay an additional 40% (up to 90% if monies were applied at time of order) on all equipment staged in Sysco Lincoln’s insured warehouse on the next monthly billing cycle. The 10% balance will need to be paid on satisfactory receipt of goods. Sysco Lincoln will make every attempt to not bring equipment into our warehouse any earlier than will be required on-site. However, in order to facilitate not having construction delays, the equipment needs to be staged.

Supply & Equipment sales of \$5,000 or more will be considered on a secured basis, which requires the completion of a UCC-1 Financing Statement and a Security Agreement.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$35,334.00

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Community Center

CHARGE TO ACCOUNT NUMBER: 100-103-57510

DEPARTMENT HEAD APPROVAL: _____

FINANCE DIRECTOR REVIEW: _____
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: _____
(For purchases \$5,000 to 20,000)

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

Date: 10-Dec-19 Time: _____

Vendor Name: Central Restaurant Products

Vendor Employee Name: Rusty Eastman

Telephone: Area Code 800 222-5107

QUOTE FOR: Purchase of Steamer and Dishwasher

Quote Includes:	Item Totals
<u>Hobert Model No. AM15VLT-2 Dishwasher</u>	<u>\$ 20,509.72</u>
<u>Vulcan Model No. C24ET6</u>	<u>\$ 19,437.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	<u>\$ 40,045.72</u>

Quote Excludes: _____

Delivery Date: _____ Shipped By: _____

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

Tax Excluded Yes

City Employee Obtaining Quote: Cindy Branting



7750 Georgetown Rd • Indianapolis, IN 46268
Phone 800-222-5107 • Fax 800-882-0086

Quotation

Quotation# 32147713
Date 12/09/19
Customer# 734521
Page 1 of 1

City of Columbus
3111 19th Street
Columbus, NE 68601

Ship To:
Columbus Community Center
3111 19th Street
Columbus, NE 68601

Remit Payment To: **PO Box 78070 Indianapolis, IN 46278-0070**

Quote Date	Quote Expires	Payment Terms	Customer PO	Contact	
12/09/19	12/31/19	TO BE DETERMINED		Cindy Branting	
Product Consultant		Ship Via		Freight Terms	
Rusty Eastman ext 8434		FEDEX GRD 3RD PTY #690993511		FOB ORIGIN/PREPAID AND ADD	
Item	Product/Description	Quantity	Price	U/M	Extension
1	#_WWW.CENTRALRESTAURANT.COM_ SHOP ONLINE 24HRS PER DAY WE'RE ALWAYS OPEN!	1	0.00	EA	0.00
2	492-221 DISHWASHER, DOOR, 27" OPENING W/BOOSTER HEATER, 208-240/3P	1	20509.72	EA	20509.72
3	515-D70 VULCAN C24ET6-LWE ELECTRIC ET SERIES CONVECTION	1	19437.00	EA	19437.00
4	999-456 LIFTGATE SERVICE ON DELIVERY ** Building Relationships...One Order at a Time! **	1	99.00	EA	99.00
<div style="border: 3px double black; padding: 10px;"> <p>LEASE TO OWN for as low* as \$1041.19 per month!</p> <p><small>*Above rate is based on a 60-Month lease, for businesses in existence 2+ years. The above amount does not include sales tax or documentation fees. For more detailed information, please visit our website at www.centralrestaurant.com/leasing. Lease to own rates are subject to change and credit approval. Lease option applies to qualifying credit and equipment only.</small></p> </div>					
Merchandise	Handling	Misc. Charge	Tax	Freight	Quote Total
40,045.72	0.00	0.00	0.00	0.00	40,045.72

Accepted By (Printed): _____ Signature _____ Date: _____

By signing above you are agreeing all product and totals are accurate. If purchase is to be made via credit card, signature by cardholder is required indicating authorization to charge card and process order. All prices above are in US dollars. All payments to Central are required to be made in US dollars. **** Upon Receipt of your Merchandise **** Please inspect your delivery carefully. In the unfortunate event that something is damaged or has to be returned, please call your product consultant. Please save all shipping cartons and packaging. Claims must be reported within 5 days of receiving your delivery. All returns are subject to inspection before a credit is issued and may be assessed a restocking charge. Please return defective items promptly to avoid being charged for the replacement item. Custom manufactured, special orders and used items are not returnable.

*** Central is OPEN until 8:00 pm (Eastern Time) ***

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Community Center

CHARGE TO ACCOUNT NUMBER: 100-103-57510

DEPARTMENT HEAD APPROVAL: _____

FINANCE DIRECTOR REVIEW: _____
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: _____
(For purchases \$5,000 to 20,000)

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

Date: 10-Dec-19 Time: _____

Vendor Name: Webstaurant Store

Vendor Employee Name: _____

Telephone: _____ Area Code (____)

QUOTE FOR: Purchase of Steamer and Dishwasher

Quote Includes:	Item Totals
<u>Hobert Model No. AM15VLT-2 Dishwasher</u>	\$ <u>20,509.72</u>
<u>Vulcan Model No. C24ET6</u>	\$ <u>15,584.31</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Grand Total:	\$ <u><u>36,094.03</u></u>

Quote Excludes: _____

Delivery Date: _____ Shipped By: _____

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

Tax Excluded Yes

City Employee Obtaining Quote: Cindy Branting

WebstaurantStore

Sales Quote - THIS IS NOT AN ORDER

Quote Name	User ID	Date Created
Shopping Cart	12945737	12/9/19 at 2:55 PM

Bill To

Cindy Branting
3111 19th Street
Columbus, NE 68601

Ship To

Cindy Branting
3111 19th Street
Columbus, NE 68601-4220
DO NOT SEND PAYMENT WITHOUT AN ORDER

Quotes must be ordered through our website

Your Contact	Quote Valid	Customer Phone
Quote Department	Today thru 12/23/19 at 2:55 PM	402-563-4444

Item Number	Description	Estimated Weight	Unit Price	QTY	Total
425AM15VLT1	Hobart AM15VLT-2 Advansys Ventless Tall High Temperature Dishwasher with Booster Heater - 208-240V, 3 Phase	494	\$20,509.72	1	\$20,509.72
901C24ET6DLX	Vulcan C24ET6-PS 6 Pan Electric Floor Convection Steamer with Professional Controls - 208V, 18.1 kW	550	\$15,584.31	1	\$15,584.31

SubTotal:	\$36,094.03
Tax:	\$2,526.58
Shipping (Common Carrier):	\$0.00
Total (USD):	\$38,620.61

Instruction / Additional Information

* All orders must be placed through our website before orders can be processed and shipped.

Payment Instructions will be emailed to you once the order is placed through our website.

* This quote is valid with original information supplied by customer. Any modifications could change quoted prices.

* Please note: all prices are subject to change. Shipping charges are estimated.

WebstaurantStore

40 Citation Lane
Lititz, PA 17543

The City of **Columbus**

MEMORANDUM

DATE: December 9, 2019
FROM: Richard Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Department of Public Works, Solid Waste Division Tandem Axle Transfer Trailer

RECOMMENDATION:

I recommend that the specifications and cost estimate in the amount of \$85,000 for a tandem axle transfer trailer be approved, and staff be authorized to advertise for bids.

DISCUSSION:

One unused 2020 over the road tandem axle transfer trailer, continuous welded steel, moving slat self unloading, barn door single swing back door, 50-foot length, minimum 123 cubic yard capacity, top cover, and other standard and specific specifications meeting the current DOT regulations. No trade in. Delivery to be to Transfer Station.

FISCAL IMPACT:

2019-2020 budget CIP 20-110 in the amount of \$85,000.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

Approved By: Chuck Stora

SIGNATURE:

By: Richard Bogus

Approved By: [Signature]

RESOLUTION NO. R19-180

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION & READY MIX CO., INC., IN THE AMOUNT OF \$1,306,533.20 FOR THE 2020 CONCRETE PAVING PROJECT.

WHEREAS, the City of Columbus received bids for the 2020 Concrete Paving Project on December 10, 2019, with Gehring Construction & Ready Mix Co., Inc. submitting a bid of \$1,306,533.20 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the bid from Gehring Construction & Ready Mix Co., Inc. in the amount of \$1,306,533.20 for the 2020 Concrete Paving Project be accepted and the Mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Concrete Paving Improvements 2020

RECOMMENDATION:

I recommend award of the Base Bid and Additional Projects 1 and 2 for the above-referenced project to Gehring Construction & Ready Mix of Columbus in the amount of \$1,306,533.20. One bid was received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$1,300,000.

DISCUSSION:

Refer to the attached map for reference. The work corresponds to the approved 2020 Pavement Management Program Priority List.

The Base Bid includes 14th Street ADA ramps and curb and gutter from 23rd to 33rd Avenues; 12th Avenue from 16th to 17th Streets; 12th Avenue from 8th to 10th Streets; 33rd Avenue from Lost Creek Flood Control bridge to 47th Street; and Mimick Lane from 31st to 34th Streets.. Additional Project No. 1: 55 Lakeshore Drive. Additional Project No. 2: 22nd Street/Gruenther Drive to 21st Street.

Concrete improvements on 14th Street will correspond with the Asphalt Paving Improvements 2020 project. The 12th Avenue project timeline will correspond with closure dates and detour for the 12th Avenue Viaduct project.

Construction will begin spring 2020 and anticipated completion in 2020.

Design and Construction Observation by the Engineering Department.

FISCAL IMPACT:

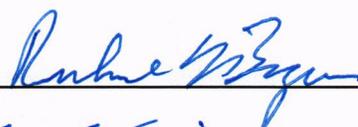
Part of 2019-2020 Budget CIP No.20-71 in the amount of \$1,800,000.

City street department will provide paint striping on the project where applicable. Project will reduce street department maintenance on these segments.

ALTERNATIVE:

Do not approve.

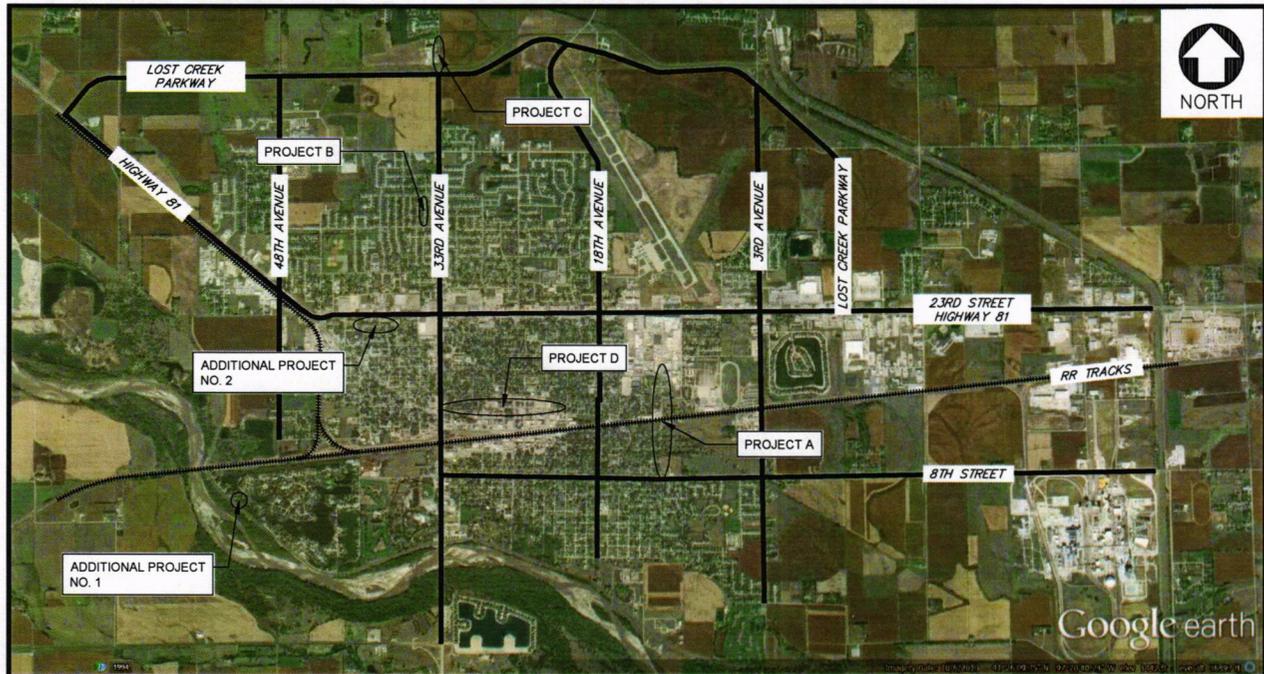
SIGNATURE:

By: 

Approved By: 

The City of **Columbus**
NEBRASKA

CONCRETE PAVING IMPROVEMENTS
2020



SITE LOCATION

SITE INDEX

1. PROJECT A: 12TH AVENUE
2. PROJECT B: MIMICK LANE
3. PROJECT C: 33RD AVENUE
4. PROJECT D: 14TH STREET
5. ADDITIONAL PROJECT NO. 1: 55 LAKESHORE DRIVE
6. ADDITIONAL PROJECT NO. 2: 22ND STREET AND GRUENTHER DRIVE

CITY OF COLUMBUS

**BID TABULATION
CONCRETE PAVING IMPROVEMENTS 2020
BID OPENING: DECEMBER 10, 2019 AT 2:00 P.M.**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Base Bid	A-D	\$1,167,899.00		
	Calendar Days				
	Additional Project 1		\$9,118.20		
	Additional Project 2		\$129,516.00		
	Total: Base Bid, Additional Project 1, & Additional Project 2		\$1,306,533.20		

Contractor: Gehring Construction & Ready Mix Co., Inc. 5424 West Meadow Drive Columbus, NE 68601 Bid Bond: X	Contractor: Bid Bond	Contractor: Bid Bond
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RESOLUTION NO. R19- 181

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO PAVERS, INC., IN THE AMOUNT OF \$384,712.50 FOR THE 2020 ASPHALT PAVING PROJECT.

WHEREAS, the City of Columbus received bids for the 2020 Asphalt Paving Project on December 10, 2019, with Pavers, Inc. submitting the lowest bid of \$ 384,712.50 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Pavers, Inc. in the amount of \$384,712.50 for the 2020 Asphalt Paving Project be accepted and the Mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Asphalt Paving Improvements 2020

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Pavers, Inc. of Waverly in the amount of \$384,712.50. Four bids were received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$500,000.

DISCUSSION:

Refer to the attached map for reference. The work corresponds to the approved 2020 Pavement Management Program Priority List.

The Base Bid includes 14th Street milling and overlay from 23rd to 33rd Avenues and Howard Boulevard maintenance overlay from 41st Avenue to 23rd Street.

ADA ramp and curb and gutter improvements on 14th Street will correspond with the Concrete Paving Improvements 2020 project.

Anticipated start of construction is early June 2020 for end of July 2020 completion.

Design and Construction Observation by the Engineering Department.

FISCAL IMPACT:

Part of 2019-2020 budget CIP 20-71 in the amount of \$1,800,000. City street department will paint stripe the project. Project will reduce street department maintenance.

ALTERNATIVE:

Do not approve.

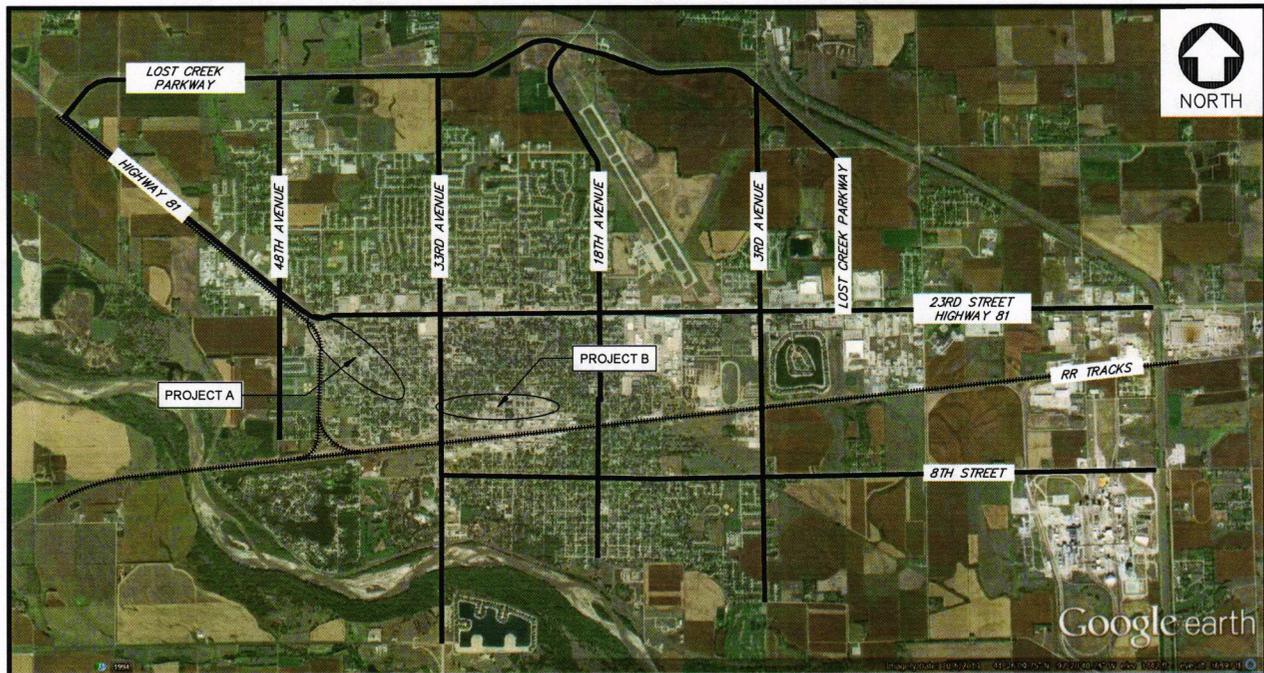
SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

The City of **Columbus**
NEBRASKA

ASPHALT PAVING IMPROVEMENTS
2020



SITE LOCATION

SITE INDEX

1. HOWARD BOULEVARD, 41ST AVENUE TO 23RD STREET
2. 14TH STREET, 23RD AVENUE TO 33RD AVENUE

CITY OF COLUMBUS

**BID TABULATION
 ASPHALT PAVING IMPROVEMENTS 2020
 BID OPENING: DECEMBER 10, 2019 AT 2:00 P.M.**

			Contractor: Pavers, Inc. 12303 Hwy 6 Waverly, NE 68462 Bid Bond: X	Contractor: Cather & Sons Construction, Inc. P.O. Box 29199 Lincoln, NE 68529 Bid Bond: X	Contractor: Constructors, Inc. 1815 Y Street, PO Box 80268 Lincoln, NE 68501 Bid Bond: X
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Total Cost		\$384,712.50	\$386,357.00	\$431,407.50
	Calendar Days				
Construction Start Date:			June 1, 2020	August 1, 2020	August 25, 2020
Substantial Completion Date:			July 1, 2020	September 15, 2020	September 15, 2020
Final Completion Date:					

			Contractor: Oldcastle Materials Midwest Co. dba Omni Engineering 14012 Giles Road Omaha, NE 68138 Bid Bond: X	Contractor: Bid Bond	Contractor: Bid Bond
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Total Cost		\$536,112.50		
	Calendar Days				
Construction Start Date:			June 1, 2020		
Substantial Completion Date:			July 15, 2020		
Final Completion Date:					

RESOLUTION NO. R19- 182

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH THE STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO 19-DTR-101, 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 HEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, has obtained its citizens' comments on community development and housing needs, and has conducted public hearing(s) and received favorable public comment regarding Community Development Block Grant No.19-DTR-101 for Downtown Revitalization in the amount of \$250,451 of which \$175,841 will be used for commercial rehabilitation, \$20,649 will be used for general administration, and \$10,000 will be used for construction management of the grant. The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961. There will be no persons displaced as a result of grant activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with the State of Nebraska Department of Economic Development for Community Development Block Grant No. 19-DTR-101, 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.

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: December 9, 2019
FROM: Tara Vasicek
TO: Mayor and City Council
RE: 19-DTR-101 Nebraska Dept. Economic Development Contract

RECOMMENDATION:

I recommend that the City Council approve the Nebraska Department of Economic Development Contract for 19-DTR-101 and passes the corresponding resolution.

DISCUSSION:

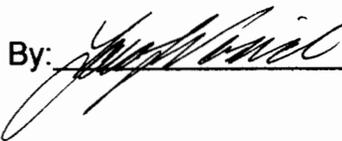
The City received \$206,490 for Downtown Revitalization activities including commercial rehabilitation. The \$20,649 general administration contract is a requirement. The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961.

FISCAL IMPACT:

No Impact

CONCURRENCE:

SIGNATURE:

By:  _____

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT NO. 19-DTR-101
[CFDA #14.228]**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Columbus, Nebraska ("Grantee") upon the date of signature by both parties.

RECITALS:

A. The United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Grantee submitted an application ("Application") to undertake community development activities ("Project" or "Program") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Department approved the Application with the authorized use of CDBG funds premised upon and conditioned on the Grantee fulfilling one of the three listed CDBG national objectives as a result of the CDBG-assisted activity:

1. LMI Area Benefit: This national objective is usually satisfied in the context of community development projects involving *public facilities* or *public improvements* that serve a primarily residential area with at least 51% low to moderate income ("LMI") residents.
2. LMI Limited Clientele: This national objective is usually satisfied when the *public facilities* or *public improvements* will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons) rather than everyone in a general area.
3. SBA Prevention/Elimination: This national objective addresses the prevention or elimination of slum and blighted areas ("SBA"). It is usually satisfied in the context of community development projects involving public facilities or public improvements by demonstrating the activities undertaken prevent or eliminate objectively determinable signs of slum or blight in a defined slum or blighted area. The specific criteria for qualifications for this national objective can be found in the CDBG regulations.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

D. Based upon the Application, SBA Prevention/Elimination is the proposed national objective that was established at the time of Project approval and will be used by the Department to ascertain if a CDBG national objective has been met by the Project.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Two Hundred Six Thousand Four Hundred Ninety Dollars (\$206,490)**.

The *Nebraska Community Development Block Grant Program Administration Manual* (“Administration Manual”) describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Grantee is allowed to use for administration expenses. Only **Twenty Thousand Six Hundred Forty-Nine Dollars (\$20,649)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Grantee must be used to fund the Project as detailed in the Application. The Project generally involves downtown commercial rehabilitation, including façade improvements for Columbus, Nebraska.

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Grantee must submit a request for payment in the manner and form prescribed by the Department to the Housing and Community Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The time of performance for this contract is 24 months from November 21, 2019; therefore, the termination date of this contract will be November 20, 2021. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. The provisions of this contract that

survive the termination date are specified in Part IV.

§1.03 National Objective Compliance—Failure Requiring Repayment by Grantee.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than February 21, 2020. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

The Grantee must submit a completed Program Grantee Information Sheet to the Department as prescribed.

§2.02 Environmental Review.

The Grantee must submit documentation to the Department evidencing the completion of its responsibilities for environmental review and decision making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

§2.03 Authorization to Request Funds Form.

The Grantee must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.04 Financial Management.

The Grantee must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Grantee's employees engaged in the selection, award, and administration of contracts.

§2.06 Excessive Force Certification.

The Grantee must provide documentation that it has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

The Grantee must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant. The Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 Implementation Schedule.

The Grantee must complete and submit the Nebraska CDBG Grantee Implementation Schedule Form. The Implementation Schedule will serve as the schedule for completion of the Project and may be used by the Department to assess Project progress.

§2.09 CDBG Certified Administrator Required.

The Grantee must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.10 Limited English Proficiency.

The Grantee must submit documentation evidencing completion of its responsibilities to ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency (“LEP”) as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD’s final “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons”, which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 (“HUD LEP Guidance”).

Such documentation must include all of the following: (1) information identifying the LEP representative for the Grantee, including the representative’s name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Grantee will also prepare and submit to the Department a Language Access Plan (“LAP”) that includes all elements of an effective LAP as defined by HUD.

The Grantee must also submit documentation demonstrating LEP services provided and keep records of all requests for LEP services and all LEP services actually provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Other Special Conditions.

Program Guidelines (“Guidelines”) for the use of a Façade Improvement Program in relation to Commercial Rehabilitation activities associated with the Project must be submitted and approved by the Department, and then adopted by City Council Resolution or other comparable means of approval by the local government.

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	OTHER	TOTAL
USES (Activities)↓			
0590 Commercial Rehabilitation	\$175,841	\$43,961	\$219,802
0380 Construction Management	\$10,000	\$0	\$10,000
0181 General Administration	\$20,649	\$0	\$20,649
TOTAL	\$206,490	\$43,961	\$250,451

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity that is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity, such as the acquisition of equipment, was \$100,000—with \$40,000 to be from CDBG funds and \$60,000 to be from the benefited business—but the actual cost of the equipment turned out to be \$90,000, then the 40% ratio limits CDBG funding to \$36,000 rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources for each activity and for the Project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources for each activity and for the Project in total. CDBG funds will not be the first funds invested in the Project, but rather CDBG funds will flow into the Project in proportion to all other funding sources.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Grantee or a subrecipient of the Grantee that was generated from the use of CDBG funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds.
- proceeds from the disposition of equipment purchased with CDBG funds.
- interest earned on program income pending its disposition.
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

All program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department. In other words, the Grantee's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Grantee agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the Grantee agrees to submit regularly occurring reports to the Department regarding program income and agrees, upon the Department's request, to maintain a contractual relationship with the Department for the duration of the time period in which the Grantee maintains program income.

§4.02 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in Part III. Matching and other leveraged funds must be expended during the grant period.

With each request for CDBG funds, the Grantee is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Grantee will be responsible for costs that exceed the total Project costs.

§4.03 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this contract and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and
- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

§4.04 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official of the Grantee or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Grantee.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.05 Grantee Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Grantee must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Grantee must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, the Grantee agrees to establish internal controls in order to have reasonable assurance that the Grantee is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this contract, as required by 2 C.F.R. §200.303. The Grantee also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.06 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R. §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Grantee agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Grantee for the period required by 2 C.F.R. §200.333 (as interpreted by HUD and applied to the CDBG Program through 24 C.F.R. §570.490). The Grantee also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R. §200.335.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Grantee's records pertaining to all matters covered by this contract. The Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.07 Reports.

The Grantee must submit semiannual reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout. All semiannual reports must be submitted to the Department no later than thirty (30) days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the termination date of this contract. Additionally, prior to closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing and demonstrating the LEP services provided by the Grantee during the course of the grant.

§4.08 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Grantee is responsible for the efficient and effective administration of the CDBG funds provided to it under this contract. The Grantee agrees to administer the CDBG funds in a manner consistent with this contract, HUD's administrative requirements for the CDBG program, the provisions of the Department's Administration Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Grantee is required by 2 C.F.R. §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Grantee on the basis of a later audit or other review. In other words, the obligation of the Grantee to return any funds due as a result of an audit is not affected by closeout of this grant.

§4.09 Conflict of Interest.

The Grantee must comply with the conflict of interest prohibitions set forth for the CDBG program in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Grantee's written standards of conduct covering conflicts of interest submitted to the Department as required in Part II. In the event prohibited conflicts of interest arise, the Grantee must

inform the Department of such conflicts of interest as soon as possible. Exceptions to the prohibition may be granted by the Department on a case-by-case basis.

§4.10 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will, nonetheless, remain fully obligated under the provisions of this contract.

Any such subrecipient or contractor of the Grantee must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Grantee for its records.

Upon request of the Department, the Grantee must submit copies of written agreements executed between the Grantee and any subrecipients or contractors relating to the Project.

§4.11 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Grantee must inform the Department and, if requested, include a reference to the CDBG funding made available for the Project.

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.13 Religious Activities.

The Grantee agrees that CDBG funds provided under this contract will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. 570.200(j).

§4.14 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, the Grantee agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

§4.15 Anti-Lobbying.

To the best of the Grantee's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Grantee to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.16 Waivers and Assignment of Interest.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Grantee may not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.17 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this contract or to exercise any right based upon breach will not constitute a waiver of any rights under this contract.

§4.18 Severability.

If any provision of this contract or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.19 Early Termination; Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the Grantee.

This contract may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Grantee may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.20 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this contract):

- (a) Suspension. After notice to the Grantee, the Department may suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee or a decision to terminate.
- (b) Termination. The Department may terminate the contract, in whole or in part, at any time whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.21 Termination Due to Loss of Funds.

This contract may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.22 State of Nebraska Non-Liability/Hold Harmless.

The Grantee must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by the Grantee or by its officials, officers, employees, agents, or associates.

§4.23 Entire Agreement; Binding Effect; Counterparts.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

§4.24 Governing Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.25 Verification of Work Eligibility Status for New Employees.

The Grantee is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Grantee in performing this contract. The Grantee will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Grantee to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring the Grantee to be in default on the contract.

§4.26 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 “Debarment and Suspension” and any applicable government debarment and suspension regulations. The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

The Grantee agrees to comply with all requirements established by the Office of Management and Budget (“OMB”) concerning participation in the Dun and Bradstreet Data Universal Numbering System (“DUNS”), registration with the Federal System for Awards Management (“SAM”), and maintenance of such participation and registration.

§4.27 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG funds provided under this contract.

§4.28 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.29 Drug Free Workplace.

The Grantee agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.30 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.31 Survival.

The terms of this contract regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this contract) shall survive expiration or termination of this contract.

§4.32 Verification of Lawful Presence for Public Benefits Eligibility.

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109); however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined that, in the performance of its contractual duties, the Grantee is providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Grantee shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form attached to this contract and available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The Attestation Form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. 1101 et seq.). If the applicant attests they are a qualified alien, the Grantee shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Grantee must:

1. retain the attestation form and any additional verification documentation required because the applicant attested they were a qualified alien;
2. provide such attestation form and other documentation (or copies thereof) to the Department upon request;
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract and (b) the number of applicants rejected pursuant to the lawful presence requirement; and
4. provide a summary report to the Department no later than December 31st each calendar year reflecting data for such calendar year (or portion of such year when there is not a full calendar year of activity under this contract) so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the administrative requirements for the CDBG program established by the Department and HUD, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect and as such law may be amended, during the term of this contract including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.

- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>GRANTEE → City of Columbus, Nebraska</p> <p>By: _____ (Authorized Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
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United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:

_____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

(First, Middle, Last)

SIGNATURE

DATE

RESOLUTION NO. R19- 183

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR GENERAL ADMINISTRATION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 19-DTR-101; 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 HEREOF IN CONFLICT HEREWITH.

WHEREAS, the City of Columbus, Nebraska, has obtained its citizens' comments on community development and housing needs, and has conducted public hearing(s) and received favorable public comment regarding Community Development Block Grant No. 19-DTR-101 for Downtown Revitalization in the amount of \$250,451 of which \$175,841 will be used for commercial rehabilitation, \$20,649 will be used for general administration, and \$10,000 will be used for construction management of the grant; The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961. There will be no persons displaced as a result of grant activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Service/Consultant agreement with Northeast Nebraska Economic Development District for general administration services for Community Development Block Grant No. 19-DTR-101, 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.

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: December 9, 2019
FROM: Tara Vasicek
TO: Mayor and City Council
RE: 19-DTR-101 General Administration Contract

RECOMMENDATION:

I recommend that the City Council approve the general administration contract with the Northeast Nebraska Economic Development District for 19-DTR-101 and passes the corresponding resolution.

DISCUSSION:

CDBG requirements call for grants to be administrated by a certified administrator. NENEDD has an inter-local agreement with the City of Columbus which allows for general administration services. The City received \$206,490 for Downtown Revitalization activities for commercial rehabilitation. The \$20,649 general administration contract is a requirement. The total project cost is estimated to be \$250,451 with the City of Columbus participating businesses contributing \$43,961.

FISCAL IMPACT:

No Impact

CONCURRENCE:

SIGNATURE:

By: 

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR GENERAL ADMINISTRATION**

THIS AGREEMENT made and entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the “Community” and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community has been notified of CDBG funds reservation as a result of CDBG application 19-DTR-101 for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community’s approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date on the written notice of approval from DED. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$20,649. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for

reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as outlined in the grant contract. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant as outlined in the grant contract.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

- 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

The Community, Consultant and subcontractors, if any, will comply with Executive Order 11246 as amended and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Verification of Work Eligibility Status for New Employees.

The Consultant is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract. The Consultant will be responsible to the Department for enforcing this requirement with Consultant's subcontractors.

A failure by the Consultant to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Consultant to be in default on the contract.

24. Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev Stat. §4-110. For the purposes of this contract, the Department has determined the Consultant is, in the performance of Consultant's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Consultant shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract. See attachment #2.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Consultant shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Consultant shall:

- a. Retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
- b. Provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. Maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
- d. Provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

25. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE Mayor _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director _____

DATE _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

The duties and responsibilities of the Certified Administrator under this scope of work include following:

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

ATTACHMENT 2

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/> <hr/>
DATE	<hr/> <hr/>

RESOLUTION NO. R19- 184

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DIRECT HOMEBUYER ASSISTANCE PROGRAM GUIDELINES INCLUDING A HOUSING REUSE PLAN FOR RECAPTURED AND PROGRAM INCOME FUNDS, COPIES OF WHICH ARE ATTACHED HERTO 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, the Mayor and Council of the City of Columbus, Nebraska, will adhere to the CDBG Direct Homebuyer Assistance Program Guidelines including the Housing Reuse Plan for Recaptured and Program Income Funds, as approved by Nebraska Department of Economic Development. It is expressly understood that program income and recaptured funds will continue to be made to the City of Columbus and reused within the corporate limits of the local government.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Community Development Block Grant Direct Homebuyer Assistance Program Guidelines including a Housing Reuse Plan for Recaptured and Program Income Funds; copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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: December 9, 2019

FROM: Tara Vasicek

TO: Mayor and City Council

RE: Direct Homebuyer Assistance Program Guidelines

RECOMMENDATION:

I recommend that the City Council approve the Direct Homebuyer Assistance Program Guidelines for Community Development Block Grant Funds.

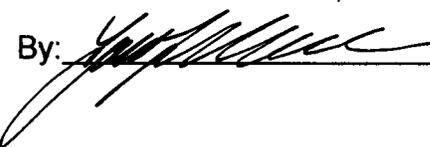
DISCUSSION:

Changes were made to the guidelines to make them compliant with the HUD rules and regulations for the Community Development Block Grant Funds. Changed language of down payment assistance to direct homebuyer assistance throughout the document.

FISCAL IMPACT:

No Impact

SIGNATURE:

By:  _____

City of Columbus

Direct Homebuyer Assistance Program Guidelines

Community Development Block Grant Funds (CDBG)

PURPOSE

The purpose of the City of Columbus, hereinafter referred to as the City, Direct Homebuyer Assistance Program is to provide financial assistance to low-to-moderate income households for the purchase of single-family residential housing units, which are safe, decent, sanitary, and affordable utilizing Nebraska Affordable Housing Program (NAHP) Funds. Funding sources utilized through the NAHP consist of Community Development Block Grant (CDBG) Funds. The City has been contracted/organized to facilitate and coordinate the development of housing and economic development initiatives. The City's Direct Homebuyer Assistance Program will provide homebuyer financing to those persons of greatest need, improve the availability of housing, promote homeownership, and increase attractiveness of designated underdeveloped neighborhoods and increase local employment. This program will be operated by the City utilizing Northeast Economic Development, Inc. (NED, Inc.) Board of Directors as its housing board. The City is responsible for the establishment of the following guidelines.

1.0 APPLICANT ELIGIBILITY

1.1 General (Conflict of Interest)

No member of the governing body, official employee, agent or member of their immediate family of the City, NED, Inc. or its affiliate Northeast Nebraska Economic Development District (NENEDD) who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the Direct Homebuyer Assistance Program shall directly or indirectly benefit from this program, unless the Nebraska Department of Economic Development (NDED) has granted written exception to that member. This prohibition shall continue for one year after an individual's relationship with the City, NED, Inc., or NENEDD ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in the operation of this program.

1.2 Income Eligibility

All determinations for homebuyer financing will be based upon need. Households receiving assistance from this program for existing housing or newly constructed units will have an annual anticipated gross income at or below 80% of the Area Median Income (AMI) applicable to CDBG funds for the county in which they receive assistance as established by HUD. Annual anticipated gross income (as defined in 24 CFR 5.609) is the gross income of all adult household members that is anticipated to be received during the upcoming 12 months. Third-party verifications and various credit checks, recent pay stubs and tax returns will determine the applicant's eligibility for the program. For the purposes of confidentiality, a statement by the Housing Specialist, who has been presented with adequate documentation to verify that program participants meet the income thresholds as defined by HUD, shall be deemed sufficient to document low-income status when applications are presented to the housing board.

1.3 Family Status

To qualify for a home mortgage under this Direct Homebuyer Assistance Program, the applicant must be a minimum of a one-person household.

1.4 Real Property

In order to qualify under the program, an applicant shall not currently own or have any other interest in other real property at the time of application. The property to be purchased must be the principal residence of the applicant during the deferral/repayment period of the Homebuyer Financing loan. The property to be purchased cannot be an occupied rental or have had tenant occupancy within the previous 12 months from the date of application or the Uniform Relocation Act will be triggered and the necessary forms will have to be executed.

2.0 PROPERTY ELIGIBILITY

2.1 Location

The housing units to be purchased by program participants will be located within the City limits of Columbus, NE and are subject to limitations set forth by individual NAHP rules. Housing units to be purchased cannot be located within a Special Flood Hazard Area (SFHA). The units must also abide by all other policies as set forth in these guidelines.

2.2 Purchase Price

The maximum purchase price of each housing unit will not exceed 95% of the median purchase price of the area. For more information see:

<https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

2.3 Owner-Occupied

The Homebuyer Financing loan shall be used for the purchase of an owner-occupied principle residence only and the property cannot be retained for rental purposes. At loan closing, the client will execute a Promissory Note and Deed of Trust that has incorporated such enforceable language. The client will also sign a Primary Residence Certification Form which indicates that the property being purchased must remain the client's primary residence throughout the loan period. If, at any time during the loan period, the property is no longer the client's primary residence, the client understands that they are in default of the loan provisions and the loan shall be called due and payable.

2.4 Maximum Per Unit Subsidy

Financial assistance provided to the homebuyer shall not exceed the maximum per unit NAHP subsidy. The subsidy limits by county can be located at the following website:

<https://opportunity.nebraska.gov/grow-your-community/data-for-applicants-and-grantees/>

2.5 Energy Efficiency Criteria

Newly-constructed housing units will meet or exceed the 2009 (or most current) International Model Energy Code and the Nebraska Energy Office will approve all building specifications. All units assisted with CDBG funds will be made to meet Housing Quality Standards (HQS), and NDED Minimum Rehabilitation Standards. Housing units that need repairs completed, as determined by the HQS initial inspection, will have all repairs finished and re-inspected prior to the Thursday before the housing board's regularly scheduled meeting.

2.6 Unit Characteristics/Eligible Properties

Existing or newly constructed single-family housing units are eligible for this program. A home is considered "newly constructed" if no person or family has ever lived in the home. Housing connected to other space used for commercial purposes, mobile homes, and rental properties are not eligible for assistance. Housing units located within a Special Flood Hazard Area (SFHA) are not eligible for assistance. Duplexes are eligible for assistance if the unit is owner-occupied and a definitive property boundary is established.

3.0 RELOCATION POLICY

The relocation of persons for acquisitions of properties either by voluntary or involuntary means must adhere to the federal rules and regulations as stated in 49.CFR 24.101. In cases where either voluntary or involuntary acquisition is anticipated, NDED will be contacted prior to any action.

4.0 FINANCIAL ASSISTANCE

4.1 Loan Program

The intent of the Homebuyer Financing is to be used as a subordinate loan for part of the purchase price, at no interest, for an amount of funds the payments on which together with that required under the first mortgagee, would be affordable to the purchaser. All applicants will be required to secure a single-family primary mortgage loan from a lender of their choice to purchase a single-family housing unit. Applicants will need a pre-qualification letter and Loan Estimate Statement from the primary lender prior to applying for Homebuyer Financing. The primary lender and its underwriting criteria determine the basis for the Homebuyer Financing. The amount of the Homebuyer Financing will be determined at the time of application and will not exceed 20% of the purchase price of the housing unit and will be no more than \$30,000 whichever is less for either an existing or newly constructed single-family housing unit. The loan will be used toward the purchase of one housing unit and associated closing costs. The City of Columbus will charge a \$500 closing fee which can be applied toward the \$1,000 requirement. The primary lender will appraise the property.

A subordinated lien in favor of the City will be placed upon the property at the time of signing the promissory note in an amount equal to the Homebuyer Financing loan. This lien will take a subordinate position to the primary lender's original mortgage. No interest will accrue on the Homebuyer Financing loan. Future refinancing, home equity loans and all future liens will take a subordinated position to the City loan. At the request of the borrower, future equity loans, which require a release or subordination of the City's lien, will require the City's loan balance to be paid off unless the City receives a written explanation of need. All subordination requests will follow the City's subordination policy. The homeowner will be required to pay all closing and filing costs associated with refinancing and subordination if approved by the housing board.

The Homebuyer Financing loan shall consist of a 0% deferred interest loan. This loan is not amortizing, and no debt service of the borrower will be required for the Homebuyer Financing loan until the property is sold or upon transfer of title.

Loan repayment shall become due and payable up to the amount of net proceeds, if any, in the event borrower or his or her heirs shall sell, rent or otherwise convey the said property, or should the borrower(s) not occupy the said property as their primary residence according to the term of Section 2.3 Owner/Occupied. In the event repayment of the Homebuyer Financing loan occurs during the CDBG 10-year imposed minimum affordability period, recapture of all CDBG assistance funds is required. The amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.

4.2 Foreclosure

Lender shall give the notice to Borrowers following Borrower's breach of any covenant or agreement in the Promissory Note and the Deed of Trust of which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers by which the default must be cured, and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured, the deed of trust and resale of the property. Upon acceleration of the sum secured and resale of the property, the City shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, the City's fees as permitted by Nebraska law and reasonable fees; (b) to all sums secured by this security agreement; and (c) any excess recaptured by the City will be the net proceeds in the case of foreclosure.

4.3 Subordination Policy

All release or subordination requests must follow the City's subordination policy as follows:

- A. Maximum combined 80% Loan to Value policy on all “Cash Out” refinances or home equity loans where the City remains in current lien position.
- B. Maximum combined 100% Loan to Value on “No Cash Out” refinances where the City remains in current lien position.

** All subordination documents must be provided by the lender requesting the subordination. **

5.0 APPLICATION PROCESS

5.1 Application

In order to obtain an application form, the applicant must call or visit the City's office or Northeast Nebraska Economic Development District (NENEDD) acting as housing administrators. Staff will explain the assistance available and will be responsible for processing the application, verifying income and determining the applicant's eligibility for participation in the program. During the application review, NENEDD staff may make recommendations and referral to other programs available such as USDA Direct Rural housing loans.

5.2 Underwriting Criteria

NENEDD staff will take into consideration underwriting criteria of the primary lender and the following mitigating factors in making a credit recommendation to the housing board. (criteria is intended as a guide and not as absolute determinants.)

A. Credit Guidelines: Credit payment history, revolving accounts, any collections, judgments, liens, bankruptcy, foreclosures, repossessions, and credit depth.

B. Debt to Income Ratios: Housing expense maximum of 28% and total household expense ratio maximum of 40%.

C. Compensating Factors: Any of the following may be considered as compensating factors, provided they are strong: ratios, equity, assets, credit scores, time on the job.

5.3 Procedure for Approval or Denial

Applications will be taken on a first-ready first-serve basis. Only complete, original, and signed applications containing all information and documentation that are delivered to the offices of NENEDD 111 South 1st Street, Norfolk, NE 68701 will be processed. Electronic copies received via e-mail or fax will not be processed until the original application is received via postal mail or delivery in person to the NENEDD office. First-ready means that the following items have been completed in order to present the application to the housing board : (1) applicant has completed application/initial interview, (2) income eligibility has been determined through third party verifications of income and assets, (3) Annual Income Worksheet prepared by NENEDD staff and signed by the applicant, (4) Pre-qualified letter/ Loan Estimate Statement received from primary lender, (5) Purchase Agreement signed, (6) Housing Quality Standards (HQS) initial inspection and re-inspection (if required), and (7) board loan summary prepared by NENEDD staff.

The housing board typically meets on the last Wednesday of each month. Applications will be presented to the housing board if all of the above-mentioned items are completed by noon on Thursday prior to the regularly scheduled meeting. Applications will be presented to housing board by applicant number only.

The application will be reviewed and approved/denied by the housing board based upon the recommendation of NENEDD staff. Approved applicants will be notified in writing and/or via e-mail, if available. Denied applicants will be notified in writing stating the reason for not being selected.

5.4 Purchase Agreement

A signed purchase agreement will be required once the applicant is pre-qualified with their primary lender.

5.5 Requests for Funds

The City will submit a Request for Funds to NDED on a reimbursement basis only.

It is expressly understood the City may activate its line of credit in order to expedite the loan closing. It is also understood that any Line of Credit interest accrued from the time of loan closing to the date the City receives reimbursement from the State of Nebraska will be considered Housing Administration expense of the project and will not be charged to the homeowner.

5.6 Homebuyer Education Workshop

Each applicant is required to attend a Homebuyer Education workshop prior to loan closing. The Homebuyer Education Workshop includes an educational packet and instructional material on topics such as family financial management, record keeping, property maintenance and upkeep, landscaping, lawn and pest management, appliances and home furnishings. A copy of the certificate of completion of the Homebuyer Education Workshop is to be sent to NENEDD from an approved REACH program provider similar to those offered by NeighborWorks Northeast Nebraska, Wayne Housing Development Corporation, Northeast Housing Initiative (NEHI) or USDA Rural Development. Homebuyers wanting to attend a workshop other than these listed will need to contact NENEDD staff to determine if the workshop is provided by an approved REACH program provider. If the homebuyer is unable to attend a workshop sponsored by any of the above-mentioned organizations, then it is their responsibility to find an alternative approved REACH program provider.

6.0 LEAD- BASED PAINT

6.1 Lead- Based Paint Brochure

The HUD/EPA Disclosure Rule includes the following language on a homebuyer's right to conduct a lead hazard evaluation. Program participants shall receive, as part of their application packet a copy of the HUD brochure on lead-based paint entitled "Protect Your Family from Lead in Your Home". The receipt of this brochure by the program participant shall be documented by signature of the homebuyer on the "Notification – Watch out for Lead-Based Paint Poisoning" form included in the application packet.

6.2 Work Plan in Accordance with 24 CFR Part 35, Subpart A

1. After signing a purchase agreement, the buyer has 10 days to perform a risk assessment or paint inspection of the home. The buyer and seller may mutually agree to lengthen or shorten this 10-day time period. If the buyer exercises this right, the buyer is responsible for scheduling and paying for the risk assessment or the paint inspection.
2. The Housing Specialist will conduct visual assessment on all units built prior to 1978.
3. If the lead hazard evaluation indicated that lead-based paint hazards are found, the buyer has the right to cancel the contract. However, this right does not exempt the buyer from any costs of cancellation if the right to cancel is not made clear in the contingency to the sales contract.
4. If a lead hazard is found, it would be stabilized using lead safe work practices by trained and certified workers.
5. Lead safe work practices are not required if the area of repair falls below de minimis threshold.
6. Clearance will be achieved before occupancy of the unit.
7. Four options for addressing lead hazards found due to such evaluations are (this will be determined on a case by case basis):
 - A. Refer buyers to a purchase/rehabilitation/resell program.
 - B. Reject homes with lead hazards from the program and assist buyer in finding another home.
 - C. Have the seller fix the hazard prior to purchase.

D. Negotiate the price of the home down to provide funds for the buyer to fix the hazards.

7.0 LOAN CLOSING

7.1 Loan Closing

NENEDD staff will schedule the loan closing with the borrower and the primary lender. The primary lender will prepare all closing documents for its loan. NENEDD staff will prepare and have the borrower execute the following items at closing:

- A. Regulation-Z Loan Disclosure
- B. Promissory Note
- C. Memorandum of Understanding
- D. Deed of Trust
- E. Request for Loss-Payee
- F. Primary Residence Certification Form
- G. Promotional Use Form (Beneficiary is giving a voluntary release and authorization for publication of photos that are taken at the time of inspection of the property.)

Upon signing of the closing documents, the Deed of Trust will be recorded at the Register of Deeds Office of the county in which the property is located. The Request for Loss Payee form will be mailed to the borrower's local insurance agent.

7.2 Insurance

Owner-occupants are required to carry a basic property insurance policy of a least one-hundred percent (100%) of replacement cost. All proceeds resulting from insurance must be applied toward the cost of needed repairs to the home. Documentation of repairs completed must be provided. At the City's discretion insurance proceeds may be held pending the completion of the repairs. Homeowners insurance must be carried on the dwelling throughout the loan deferral and repayment period in order to maintain compliance in the program. The City is to be named as a loss-payee on all insurance policies in a subordinate position to the primary lender.

7.3 Close-Out

The City shall maintain and keep all applications as well as all other required document, records, and other evidence in conformance with NAHP regulations.

8.0 GRIEVANCE PROCEDURES

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selections of projects to be funded, excluding the determination of ability to secure a home mortgage loan from a financial institution, or within any other segment of this Direct Homebuyer Assistance Program, he or she may appeal the decision of the NENEDD staff to the City for their consideration. The appeal must be submitted in writing to the Mayor of the City of Columbus and postmarked with 14 calendar days of the decision. The Council of the City will act to support or overturn the action within 30 days of the receipt of the appeal. The City will have final authority in the decision. NDED will be notified of any grievances that the grantee receives which are not resolved by the grantee's standard grievance procedures. In some cases it may be necessary to use a neutral party as mediator between the homeowner, the grantee, the grant administrator and the contractor. The third party mediator cannot be the grantee administrator or a member of the grantees decision making council. Economic Development Districts throughout the State of Nebraska would be utilized at the third party mediator.

Appeals regarding loan ability shall be made to the financial institutions in accordance with their procedures.

9.0 AMENDMENTS TO THE GUIDELINES

In an ongoing effort to improve the quality of the Direct Homebuyer Assistance Program, the City will receive any suggestions on amendment to the guidelines from the public, program participants,

realtors, financial institutions or members of City Council. Upon approval and adoption of the amendment by the City Council, the NDED Program Representative will review and approve the amendment which will be included in the program guidelines.

10.0 OFFICIAL CONTACT OFFICE

The place of contact for this program shall be the office of The City of Columbus, 2424 14th Street, PO Box 1677, Columbus, NE 68601. Any grievances, suggestions, or requests for information shall be directed to that office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City in writing.

11.0 MARKETING

The City's affirmative marketing procedures include but are not limited to marketing to local and regional residents, tenants of public housing and manufactured housing, other families assisted by public housing agencies, and households identified to be potentially eligible but least likely to apply. Marketing will include advertisements in daily and weekly newspapers. The City will also display posters and brochures in areas where interested persons visit on a daily basis.

12.0 LIMITED ENGLISH PROFICIENCY (LEP)

It is the policy of the grantee to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). In accord with and as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," published in the Federal Register on January 22, 2007, and which became effective on March 7, 2007 ("HUD LEP Guidance").

Supporting documentation will include all of the following (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the grant to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, Grantee will prepare and submit to the Department, a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee will also keep records of requests for LEP services, and all LEP services provided by Grantee during the course of the grant. Grantee must submit documentation to the Department demonstrating LEP services provided.

13.0 REPORTING REQUIREMENTS

13.1 Semi-Annual Status Reports

NEDED Staff will prepare and submit (if required) to NDED a semi-annual status report detailing activities undertaken, applications received and in progress, applications approved, closings held, and funds obligated and expended.

14.0 ADVERTISING POLICY

NEDED requires every project funded with NEDED resources to collect photographs of units purchased including, but not limited to indoor, outdoor, and grounds photos. The Village will ensure that each applicant selected for the program will be provided with a voluntary release and authorization for publication of these photographs from the owner or beneficiary.

15.0 FAIR HOUSING

This program shall be conducted in a manner that is in compliance with the Fair Housing Act, as amended. The City will ensure compliance with the following sections of the Fair Housing Act and the following regulations that include:

Section 818 [42 USC 3617] Interference, coercion, or intimidation; enforcement by civil action. The City will ensure compliance with this Section while carrying out the implementation of its program. In addition, the City does not discriminate while carrying out the implementation of its program based on race, color, religion, sex, handicap, familial status, or national origin. The City has adopted a Fair Housing Resolution and will ensure compliance with the following regulations below for implementing the Fair Housing Act for HUD funded programs. For additional information on the Fair Housing Act see the U.S. Department of Justice website at: <https://www.justice.gov/crt/fair-housing-act-2>.

The City will ensure compliance with the following regulations. For additional information see also the Electronic Code of Federal Regulations at <https://www.ecfr.gov>. These regulations include:

Title 24 CFR 100, Subpart C-Discrimination in Residential Real Estate-Related Transactions. The City program will ensure compliance with this section as it relates to HUD's interpretation for ensuring compliance with Section 805 of the Fair Housing Act. The City will follow this interpretation when carrying out its programs.

Title 24 CFR 100, Subpart D-Prohibition Against Discrimination Because of Handicap. The City programs will permit handicapped persons, as defined by HUD and Fair Housing Act, reasonable modifications of their existing dwelling units that may be rehabilitated or improved through one of the City programs.

Title 24 CFR 100, Subpart F-Interference, Coercion or Intimidation. The City program will ensure compliance with this section as it relates to HUD's interpretation for ensuring compliance with Section 818 of the Fair Housing Act. The City will follow this interpretation when carrying out its programs.

Title 24 CFR 107-Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063. The City will ensure compliance with this section as it relates to ensure that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin. The City will also ensure that legal documents contain provisions regarding nondiscrimination and will maintain necessary data required by NDED related to racial, national origin, or sex as required by NDED.

Title 24 CFR 110-Fair Housing Poster. The City program will ensure compliance with this section as it relates to HUD's interpretation for ensuring compliance with Sections 804 through 806 of the Fair Housing Act. The City will follow this interpretation when carrying out its programs. In addition, the City will ensure that any necessary fair housing poster is prominently displayed, and of proper size, so that it can be read by persons seeking housing. The City will also ensure that its letterhead and all housing brochures bear the Fair Housing logo.

16.0 MISCELLANEOUS PROVISIONS

16.1 Energy Conservation Code

Although the City does anticipate completing new construction activities within this Direct Homebuyer Assistance program, in the event new housing construction is completed, the City will ensure newly constructed housing will meet or exceed the 2009 (or most current) International Energy Conservation Code.

16.2 New Construction of 5 or More Units

Although the City does not anticipate completing new construction of 5 or more units activities within this Direct Homebuyer Assistance program, in the event new construction is completed on five or more units, the City will ensure the units will meet or exceed current Uniform Federal Accessibility Standards (UFAS), and 2010 (or most current) ADA Standards for Accessible Design.

17.0 PROGRAM INCOME REUSE PLAN

See Appendix A

These housing guidelines are hereby approved by action of the City Council of the City of Columbus, this _____ day of _____, 2019.

Mayor, City of Columbus

Date

These housing guidelines are hereby approved by the Nebraska Department of Economic Development (NDED) this _____ day of _____, 20____.

NDED Representative

Date

City of Columbus
Housing Reuse Plan for Recaptured and Program Income Funds

Program income and/or recaptured funds (reuse funds) generated through the repayment of loans and interest earned will be used, after the grant period has ended, to continue to fund additional housing related activities within the City limits of Columbus, NE. See addendum A for a list of grants that have created the reuse fund, which will be updated as grants are awarded. Each funding source and housing activity will be independent of each other and follow the most current Nebraska Department of Economic Development (NDED) and council/board approved housing guidelines.

1. The Grantee will use program income directly generated from the use of CDBG funds to further affordable housing programs eligible under the Nebraska Affordable Housing Act.
2. Program income funds are those funds returned to the Grantee during the Affordability Period when the property is sold or is no longer the initial or subsequent homeowner's principal residence.
3. Program income funds must be utilized for the current project if the project has not been completed. This program income received must be applied to the current project prior to requesting additional CDBG funds.
4. The Grantee understands that if program income is utilized for another housing related activity, other than for the same activity from the Project which generated the program income, then the Grantee will be responsible for developing and utilizing new Program Guidelines for the new eligible activity.
5. Up to 10% of program income may be utilized for General Administration expenses.
6. If recapture provisions are utilized for the Project and program income is received, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.
7. All program income will be returned to the NDED for reuse unless NDED offers the option to the Grantee to retain the program income or the NDED approves the grantee's Program Income Reuse Plan prior to receiving release of funds.

This housing reuse plan is hereby approved by action of the City Council of the City of Columbus this _____ day of _____, 2019.

Mayor, City of Columbus

Date

This housing reuse plan is hereby approved by the Nebraska Department of Economic Development this _____ day of _____, 20____.

NDED Representative

Date

Appendix A

ADDENDUM #1

This addendum includes grants that have created program income/recaptured funds for the City of Columbus

- 04-HP-511
- 05-HP-532

RESOLUTION NO. R19- 185

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC., IN THE AMOUNT OF \$60,000 FOR EVALUATION PHASE SERVICES FOR THE SOUTH MOBILITY STUDY, 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, HDR Engineering, Inc. will evaluate the potential need for improvements and alternative solutions to safely and efficiently move vehicular traffic in the east-west direction in the southern portion of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with HDR Engineering, Inc., in the amount of \$60,000 for evaluation phase services for the South Mobility Study, 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: December 11, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: South Mobility Study Agreement

RECOMMENDATION:

I recommend approval of the South Mobility Study Agreement with HDR Engineering in the amount not to exceed \$60,000. The City Request for Qualifications selection process was followed.

DISCUSSION:

The study is to determine how to safely and efficiently move traffic from east to west between US Hwy 30/81 (33rd Avenue) on the east to generally 3rd Avenue on the west from the UPRR tracks to the Loup River Levee. The study will assess and evaluate vehicular and pedestrian traffic patterns, provide recommendations and priorities, estimate of probable costs, an implementation plan, and public outreach materials and meetings. The study will also include traffic signal warranty analysis at the intersections of 8th Street and 3rd Avenue and 8th Street and 12th Avenue which could not be done during the Long Range Transportation Plans due to the work on the 3rd Avenue viaduct.

The project will begin upon HDR's receipt of Notice to Proceed with a public open house to be scheduled in early summer and final report by late summer 2020.

FISCAL IMPACT:

2019/2020 CIP 20-68 in the amount of \$60,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20___, between the City of Columbus, Nebraska (“OWNER”) a municipal corporation, with principal offices at 2424 14th Street, P.O. Box 1677, Columbus, NE 68602-1677, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 1917 South 67th Street, Omaha, NE 68106-2973 for services in connection with the project known as the Columbus South Mobility Study (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

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

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is Sixty Thousand Dollars (\$60,000.00).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Columbus

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 2424 14th St., P.O. Box 1677
Columbus, NE 68602-1677

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106-2973

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT 'A' SCOPE OF SERVICES

Columbus South Mobility Study

I. DESCRIPTION OF PROJECT

The purpose of the Columbus South Mobility Study is to evaluate the potential need for improvements and to evaluate alternative solutions to safely and efficiently move vehicular traffic in the east-west direction in the southern portion of Columbus.

The study area for the Columbus South Mobility Study extends from US Highway 30/81 (33rd Avenue) on the west to generally 3rd Avenue on the east and from the UPRR tracks on the north to the Loup River levee on the south.

II. DESCRIPTION OF TASKS

The tasks included in the Scope of Services are described below.

1. Project Management

a. *Project Management*

This task includes activities to initiate and monitor project schedules, manpower assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; and prepare and maintain project correspondence with the City of Columbus.

b. *Quality Assurance / Quality Control (QA/QC)*

As part of HDR's quality assurance program, senior level staff will review the technical aspects of the project at appropriate intervals. Quality control will be conducted throughout the project and prior to submittal of all project deliverables. An internal Quality Control Plan (QCP) will be prepared to guide the quality control process throughout the duration of the project.

2. Project Meetings & Coordination

a. *Kick-Off Meeting (1)*

A project Kick-Off Meeting will be scheduled with the City once Notice to Proceed has been received with attendance by up to three (3) HDR staff members. HDR will be responsible for preparing the meeting agenda and distributing meeting minutes.

b. *Progress Meetings (3)*

Up to three (3) Progress Meetings will be held with City staff, as needed, throughout the duration of the project with attendance by up to 3 (three) HDR staff members. When possible, these Progress Meetings will be conducted as a telephone conference call/web meeting where computer screens can be shared amongst

participants. HDR will be responsible for scheduling these meetings, preparing meeting agendas, and distributing meeting minutes.

c. *City Council Meeting (1)*

HDR will attend one (1) City Council Meeting, at the City's discretion, to present the findings of the study.

3. Data Collection / Review

a. *Existing Data Review*

HDR will gather and review existing data provided by the City of Columbus and the Nebraska Department of Transportation (NDOT). This data will include crash data, existing traffic counts, existing traffic signal timing plans, available GIS databases, future development plans, utility data, and other available information.

b. *Field Inventory and Observations*

HDR will perform inventory activities in the field and/or using Google Earth to collect/confirm the following information in the study area:

- a. Intersection lane configurations
- b. Posted speed limits
- c. Pedestrian/school crossing signs and devices
- d. Sidewalk presence and connectivity
- e. Locations of marked crosswalks
- f. Observations of traffic flow
- g. Photographs of key features or deficiencies

c. *Traffic Counts*

HDR will perform five (5) Turning Movement Counts (TMC's) and one (1) Pedestrian Count for AM, Midday, and PM peaks, totaling eight (8) hours per location. TMC's consist of premium classifications of cars, medium trucks, and articulated trucks with bicycles on the road, and bicycles and pedestrians on the crosswalks. The Pedestrian Count will collect pedestrians, and if applicable, bicycles. The counts will be performed using Miovision Scout Cameras at the following locations:

- 26th Ave & 8th St (TMC)
- 23rd Ave & 8th St (TMC)
- 18th Ave & 8th St (TMC)
- 12th Ave & 8th St (TMC)
- 3rd Ave & 8th St (TMC)
- 18th Ave south of UPRR tracks (Pedestrian Count)

The counts will be conducted on a typical weekday (Tuesday or Thursday) during the hours of 6:30-8:30 (AM), 11:00-1:00 (Midday) and 2:00-6:00 (PM).

4. Traffic Forecasting

This task includes the development of future traffic forecasts in the study area. These forecasts will be utilized to evaluate the corridor needs and in the development of alternatives.

HDR will conduct a high-level review of the TransCAD regional travel demand model (TDM) and provide an assessment of the TDM for use on this study. The assessment could potentially lead to recommendations for adjustments to model inputs and parameters, where appropriate, in consultation with the City. Once HDR and the City are comfortable with the TDM's performance, output from the TDM will be used to develop future no-build daily volume forecasts for key roadway segments in the study area. Historical traffic growth may also be utilized to develop future traffic forecasts. Peak hour segment K-Factors (percentage of daily traffic occurring during the peak hour) and turning movement percentages will be used to develop future peak hour intersection volumes.

For the development of future traffic forecasts for the improvement alternatives, HDR proposes to use a methodology that draws from both the TDM and from manual reassignment methods.

5. Traffic Analyses

HDR will use the Synchro software package for the evaluation of baseline conditions and for the evaluation of study alternatives. Synchro replicates the methodologies of the Highway Capacity Manual (HCM) to assign level of service. This assessment is appropriate for determining the general ability of an alternative to serve the existing and projected peak hour traffic volumes.

Operational analyses will be conducted for up to ten (10) key intersections in the study area for the following scenarios:

- Existing conditions
- Future No-Build conditions
- Future conditions for each build alternative

HDR will also evaluate key intersections in the study area (signalized and unsignalized) to determine if they meet the warrants contained in *2009 Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)*.

6. Safety Analyses

HDR will build upon the safety analyses conducted in the 2040 LRTP. Available crash data along 8th Street will be reviewed. Intersection crash rates will be used to identify locations with high frequency of crashes. These hot spots could draw attention to areas where safety could be improved.

A limited predictive crash assessment will be conducted in order to estimate the proposed roadway safety performance of improvement alternatives in terms of changes to crash frequency and severity. The Crash Modification Factors Clearinghouse will be utilized to estimate the expected number of crashes at select locations.

7. Alternatives Development and Screening

Guiding principles and applicable design criteria will be identified at the Kick-Off Meeting to guide alternative development. These will document City of Columbus requirements for design of horizontal alignments, typical sections, minimum level of service, etc.

For the initial alternatives, HDR will begin with the development of a one-way couplet alternative as suggested in the 2040 LRTP. In coordination with the City, HDR will also develop other alternatives that may provide a better solution, particularly with respect to level of service, connectivity and potential impacts to existing businesses and properties in the study area. A total of up to four (4) Build alternatives plus a No-Build alternative will be developed and evaluated. The alternatives will be high-level in nature and will include aerial-based plan views of the concepts. These plan views will depict alignment, pavement edges, travel lanes, turn lanes, medians and driveways. A typical section will be prepared for each alternative.

HDR will complete a high-level comparative screening evaluation of the alternatives. The results of this evaluation will be summarized in a matrix format. The criteria may include both qualitative and quantitative measures. Potential measures may include:

- Travel efficiency and connectivity
- Travel speeds
- Safety
- Impacts to pedestrian and bicycle traffic
- Access (driveway) impacts
- Potential right-of-way impacts
- Potential environmental impacts (based on high-level desktop review)
- Potential utility impacts (based input from the City)
- Ease of implementation
- Order of magnitude costs

The alternatives and the evaluation summary will be presented to the City at an interim Progress Meeting. Discussion at this meeting will determine which alternatives will be eliminated and which concepts will be carried forward for presentation to project stakeholders and the public.

Based on the comparative screening evaluation and input received from the City, stakeholders and the public, the City and HDR will identify the most viable and feasible alternative for the study area.

8. Probable Cost and Implementation Plan

HDR will build upon the order of magnitude cost estimate developed for each alternative to prepare a more detailed cost estimate for the recommended alternative. HDR will estimate approximate acquisition and relocation costs for impacted properties, where applicable. The overall opinion of probable cost will include construction, right-of-way, and design. HDR will utilize recent construction projects in the City of Columbus for construction and right-of-way unit costs.

HDR will prepare an Implementation Plan to illustrate the likely timeframe for the future steps in the project development process. The implementation Plan will developed in coordination with the City and will be highly dependent on:

- The scope and magnitude of the improvements (e.g., can the recommended alternative be implemented with signs, traffic signals and pavement markings alone?)
- Whether further environmental studies and documentation are required
- Type and availability of project funding
- Procurement methods for subsequent steps in the project development process
- Public and stakeholder support/opposition to the recommended alternative

9. Strategic Communications

a. Project Webpage

HDR will support the City in developing a project webpage that will serve as an online clearinghouse for project information and materials. The project webpage will include a project description, details regarding input opportunities and project materials, including public open house materials and the final report. HDR will develop and provide content and graphics to the City. HDR will also provide an online comment mapping tool using Google Maps/Drive, which will allow the public to record location-based comments and concerns. A general comment function will also be available. HDR will provide an iFrame link for the City to host the tool on their webpage. HDR will design and manage the comment map URL and all comments received will be forwarded to HDR and the City.

Deliverables

- Initial launch content document and up to 4 additional content/supporting graphic updates
- One (1) Zoho comment database, including an online comment mapping tool iFrame

Assumptions

- HDR will provide all content and graphics for the webpage.
- The City is responsible for posting and maintaining the website.
- The City will provide a specific response to all comments received through the online comment mapping tool. All direct responses will be handled by the City.
- HDR cannot guarantee 100% uptime of any third party services used, including Google Maps/Drive.
- All data stored in Google Maps/Drive is subject to Google's terms and conditions.

b. Study Kickoff Engagement

HDR will support the City in study kickoff engagement that will announce the study, promote the project website, solicit initial input regarding the need for improvements, and the types of improvements that should be considered in the study.

HDR will be responsible for developing all outreach content, including a letter to landowners and stakeholders, press release, social media content, website update, and email notification. The City will be responsible for printing and distributing all outreach to the public and stakeholders.

Deliverables

- One (1) outreach content document

Assumptions

- HDR will draft all outreach; the City is responsible for printing and launching all outreach

c. *Public Open House (1)*

HDR will support the City in hosting one (1) public open house. This public open house is proposed to occur at the alternatives development stage so the public and stakeholders can provide input on proposed alternatives that are being considered for the study and help the study team refine alternatives.

HDR will be responsible for developing all outreach content, including an invitation letter to landowners and stakeholders, press release, social media content, website update, and email notification. The City will be responsible for launching all outreach to the public and stakeholders.

HDR will be responsible for developing and providing meeting materials, including an 8.5x11 handout, one (1) meeting plan, up to eight (8) display boards, one (1) scroll map and collateral materials (including comment form, sign-in sheet and nametags).

Deliverables

- One (1) outreach content document
- One (1) meeting plan
- 8.5x11 handout
- Up to eight (8) display boards
- One (1) scroll map
- Collateral materials

Assumptions

- The City is responsible for securing a space for the public open house
- HDR will have three (3) staff attend the public open house meeting
- No refreshments will be provided
- The public open house will be two (2) hours in length
- HDR will draft all outreach; the City is responsible for printing and launching all outreach
- HDR will design and print all meeting materials; assume up 150 handouts and comment forms

10. Report Preparation

HDR will prepare a Study Report summarizing the findings and recommendations. This final report will summarize the study tasks at an appropriate level of detail based on discussions with City staff.

A draft of the Study Report will be prepared for review by City staff. Based on one round of comments received, HDR will prepare a final version of the Study Report. HDR will provide (3) hardcopies of the final Study Report to the City in addition to electronic format. All interim submittals will be in electronic format only.

III. SCHEDULE

Assumed Notice to Proceed	January 15, 2020
Kickoff Meeting	Late January, 2020
Data Collection	January-February 2020
Traffic & Safety Analyses	February-March 2020
Analysis, Alternative Development & Screening	March-June 2020

IV. OTHER KEY ASSUMPTIONS

1. When possible, Progress Meetings will be conducted as a telephone conference call/web meeting where computer screens can be shared amongst participants.
2. Coordination with stakeholder groups and/or individual property owners will be performed by City staff.
3. This scope of work assumes that no major Travel Demand Model updates will be performed as part of this study.
4. Alternatives to be considered will not include major roadway widening or new roadways on new alignments.

**City of Columbus
South Mobility Study
PERSON-HOUR SUMMARY**

TASK / SUBTASK	Project Manager	Senior Engineer	Traffic Engineer	CADD Designer	GIS	PI Coordinator	Graphic/ Web Designer	Controller	Total
1 Project Management									
1a Project Management	12		12					4	28
1b Quality Assurance / Quality Control		8							8
	12	8	12	0	0			4	36
2 Project Meetings									
2a Kick-Off Meeting (1)	2		2			2			6
2b Progress Meetings (3)	6		6			2			14
2c City Council Meeting (1)	2		2						4
	10	0	10	0	0	4	0	0	24
3 Data Collection / Review									
3a Existing Data Review			4						4
3b Field Inventory and Observations			4						4
3c Traffic Counts (HDR Coord. & Review)			2						2
	0	0	10	0	0	0	0	0	10
4 Traffic Forecasting			24						24
5 Traffic Analyses			24						24
6 Safety Analyses			8						8
7 Alternatives Development and Screening	4	16	40	16					76
8 Probable Cost and Implementation Plan		4	16						20
9 Public Meetings and Strategic Communications									
9a Project Webpage					8	15	8		31
9b Study Kickoff Engagement						10	2		12
9c Public Open House	4		8			50	28		90
	4	0	8	0	8	75	38	0	133
10 Report Preparation	6	4	40				8		58
TOTAL HOURS	36	32	192	16	8	79	46	4	413

HDR FEE SUMMARY

ESTIMATED DIRECT LABOR				
Classification	TOTAL HOURS	HOURLY RATE		LABOR COST
Project Manager	36	\$314	=	\$11,304
Senior Engineer	32	\$168	=	\$5,376
Traffic Engineer	192	\$120	=	\$23,040
CADD Designer	16	\$161	=	\$2,576
GIS Analyst	8	\$123	=	\$984
PI Coordinator	79	\$90	=	\$7,110
Graphic/Web Designer	46	\$82	=	\$3,772
Controller	4	\$143	=	\$572
Total Hours	413			
TOTAL ESTIMATED LABOR				\$54,734
ESTIMATED DIRECT EXPENSES				
	QUANTITY	UNIT	UNIT RATE	COST
General Photocopies	1000	Sheets	\$0.10	= \$100
Report Printing & Binding	6	Each	\$25.00	= \$150
Plots	50	Sheets	\$5.00	= \$250
Rental Car	7	Day	\$100.00	= \$700
Traffic Counts (Vendor)	1	LS	\$2,888.00	= \$2,888
Meals	12	Each	\$15.00	= \$180
8.5x11 Handout	150	Sheets	\$0.90	= \$135
Display Boards	8	Each	\$100.00	= \$800
Scroll Map	1	Each	\$65.00	= \$65
TOTAL ESTIMATED DIRECT EXPENSE				\$5,268
TOTAL FEE (Rounded)				\$60,000

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or 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.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require

that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) 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 sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or

assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

ORDINANCE NO. 19- 47

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING WATER EXTENSION DISTRICT NO. 64 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE WATER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Columbus, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal water service beyond the existing system by the construction of water mains and appurtenant improvements and that for the purpose of constructing said water mains and related improvements, there is hereby created Water Extension District No. 64 of the City of Columbus, pursuant to authority granted in Neb. Rev. Stat. § 19-2402.

Section 2. There is hereby created Water Extension District No. 64, which boundaries shall consist of a tract of land located in Platte County, Nebraska, being described as follows:

Limits of District:

- A tract of land located in the SW1/4 Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, described as follows:

Commencing at the southeast corner SW1/4 Section 14, T17N, R1W, of the 6th P.M., Platte County, Nebraska, and assuming the south line of said SW1/4 to have a bearing of S 88°38'52" W; thence S 88°38'52" W and on said south line, 646.04 feet to the Point of Beginning, said point also being the southeast corner Lot 4, Hirschthal Subdivision, Platte County, Nebraska; thence continuing S88°38'52" W and on the south

line said SW1/4, 105.86 feet to the southeast corner Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence S 88°38'52" W and on the south line said Subdivision, 883.51 feet to the southwest corner said Subdivision; thence N02°12'48" W and on the west line said Subdivision, 418.62 feet, thence N 90°00'00" E and on said west line, 18.83 feet; thence N 34°56'06" E and on said west line, 178.44 feet to the northwest corner said Subdivision; thence N 34°56'06" E, 210.05 feet; thence S 55°03'54" E, 595.36 feet to the northwest corner Lot 4, said Hirschthal Subdivision; thence N 88°38'52" E and on the north line said Lot 4, 267.02 feet; thence S 01°21'08" E and on the east line said Lot 4, 378.92 feet to the Point of Beginning.

Properties That May Be Assessed:

- LOT 1, HIRSCHTHAL SUBDIVISION
- LOT 4, HIRSCHTHAL SUBDIVISION
- LOT 1, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 2, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 3, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 4, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 5, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 7, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 9, DEER RUN ESTATES SECOND SUBDIVISION

Section 3. There shall be constructed water main with necessary appurtenances within said district as follows:

- 12-inch PVC water main, fire hydrants, valves, fittings, service lines, dewatering, and related work.

Section 4. The construction of the water main as set forth above shall be in accordance with the plans and specifications prepared by the Engineering Department of the City of Columbus, Nebraska, now on file with the City Clerk.

Section 5. The City Engineers' estimate, now on file with the City Clerk, of the total project costs (which include estimated construction costs) for the proposed water extension improvements in said District is \$110,000.00. The plans, specifications, and estimates of costs for the work in Water Extension District No. 64 are hereby approved.

Section 6. The Mayor and Council hereby find and determine that none of the properties located within said District are presently served by the City's existing system of water service and that said District constitutes an area of land located apart and outside the area served and benefited by said system and all of the property in said District is

located within the City of Columbus, Nebraska, or within two miles of the corporate limits of the City of Columbus, Nebraska.

Section 7. The work and improvements shall be made a public cost, but special assessments on the properties especially benefited hereby may be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said district as heretofore described and defined is hereby declared to be benefited by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 8. For the purpose of paying for said improvements, the Mayor and Council of the City of Columbus, Nebraska, may issue district improvement warrants of Water Extension District No. 64 in the form and manner provided by law.

Section 9. To effect the final payment in retirement of said warrants and to pay the cost of said improvement, the Mayor and Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said districts in proportion to the benefits derived therefrom.

Section 10. Bids shall be taken and contracts let for the construction of said extension as provided by law. The City Clerk is hereby instructed to publish the official advertisement for bids included in the specifications heretofore approved in the Columbus Telegram as provided by law. The City shall have and hereby reserves the right to reject any and all bids.

Section 11. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 12. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 10, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sewer Extension District #47 and Water Extension District #64
23rd Street/Shady Lake Road

RECOMMENDATION:

I recommend the approval of the Ordinance creating Sewer Extension District #47 and Water Extension District #64 on 23rd Street/Shady Lake Road. Approval for proceeding with the Ordinances on both the SED and WED were obtained at the June 10, 2019, Public Property, Safety and Works Committee and the June 17, 2019, City Council.

DISCUSSION:

SED #47: ASSESSABLE PROPERTIES:

LOT 4, HIRSCHTAL SUBDIVISION
LOT 1, HIRSCHTAL SUBDIVISION
LOT 1, SHADY LAKE RD SD COLUMBUS
LOT 1, SHADY LAKE RD 2nd SD COLUMBUS
LOT 2, SHADY LAKE RD 2nd SD COLUMBUS
Part of NW1/4 Section 14, T17N, R1W lying South of the UPPR Railroad
Part SW1/4 NW1/4 Section 14, T17N, R1W (3135 63 Ave.)
Part W1/2 SW1/4 Section 14, T17N, R1W (2965 63 Ave.)
LOT 2, SHADY LAKE SD
LOT 3, SHADY LAKE SD
Part of SW1/4 Section 14, T17N, R1W (6092 Shady Lake RD)
PART LOT 1, SHADY LAKE SD
Part of W1/2 SW1/4 Section 14, T17N, R1W (6198 Shady Lake RD.)
Part of E1/2 Section 15, T17N, R1W
Part of E1/2, Section 15, T17N, R1W
Part of SW1/4, Section 14, T17N, R1W, lying South of the County Road (6039 Shady Lake Road)
Part of SW1/4 Section 14, T17N, R1W (6073 Shady Lake RD)
Part of W1/2 SW1/4 lying South of the Road (6039 Shady Lake RD)
LOT 2 HIRSCHTAL SUBDIVISION
LOT 9, DEER RUN ESTATES SECOND SUBDIVISION
LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
LOT 7, DEER RUN ESTATES SECOND SUBDIVISION
LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
LOT 5 DEER RUN ESTATES SECOND SUBDIVISION
LOT 4 DEER RUN ESTATES SECOND SUBDIVISION
LOT 3 DEER RUN ESTATES SECOND SUBDIVISION
LOT 2 DEER RUN ESTATES SECOND SUBDIVISION
LOT 1 DEER RUN ESTATES SECOND SUBDIVISION

SED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 23rd Street/Shady Lake Road and a lift station which service several properties along and mainly north of 23rd Street/Shady Lake Road.

Estimated Construction Cost: \$340,000
Estimated Project Cost: \$405,000

WED#64: ASSESSABLE PROPERTIES:

LOT 4, HIRSCHTHAL SUBDIVISION
LOT 1, HIRSCHTHAL SUBDIVISION
LOT 1, DEER RUN ESTATES SECOND SUBDIVISION
LOT 2, DEER RUN ESTATES SECOND SUBDIVISION
LOT 3, DEER RUN ESTATES SECOND SUBDIVISION
LOT 4, DEER RUN ESTATES SECOND SUBDIVISION
LOT 5, DEER RUN ESTATES SECOND SUBDIVISION
LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
LOT 7, DEER RUN ESTATES SECOND SUBDIVISION
LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
LOT 9, DEER RUN ESTATES SECOND SUBDIVISION

WED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 23rd Street/Shady Lake Road abutting Deer Run 2nd Subdivision.

Estimated Construction Cost: \$88,000
Estimated Project Cost: \$110,000

It is proposed that both the SED and WED are bid and built in 2020. 23rd Street/Shady Lake Road will remain open during construction; however, one lane access may be required at the site of actual construction.

Gilmore & Associates is providing the design and limited construction phase services for both the SED and WED. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

Assessments will be in accordance with the City's Assessment Policy.

SED#47

Benefiting property owner assessment includes 8-inch diameter sanitary sewer main, manholes, fittings, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main. Lift station will be assessed complete in place for benefiting properties by serviceable area.

2019-2020 CIP 20-90 in the amount of \$475,000.

WED#64

Benefiting property owner assessment includes 6-inch diameter water main, fire hydrants, fittings, valves, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main, fittings, and valves, and borings.

2019-2020 CIP 20-101 in the amount of \$125,000.

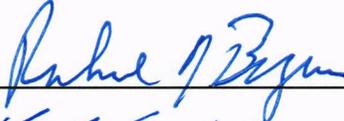
SED and WED

Standard assessable costs, such as engineering and observation, legal, interest for one year, publication, printing and so forth.

ALTERNATIVE:

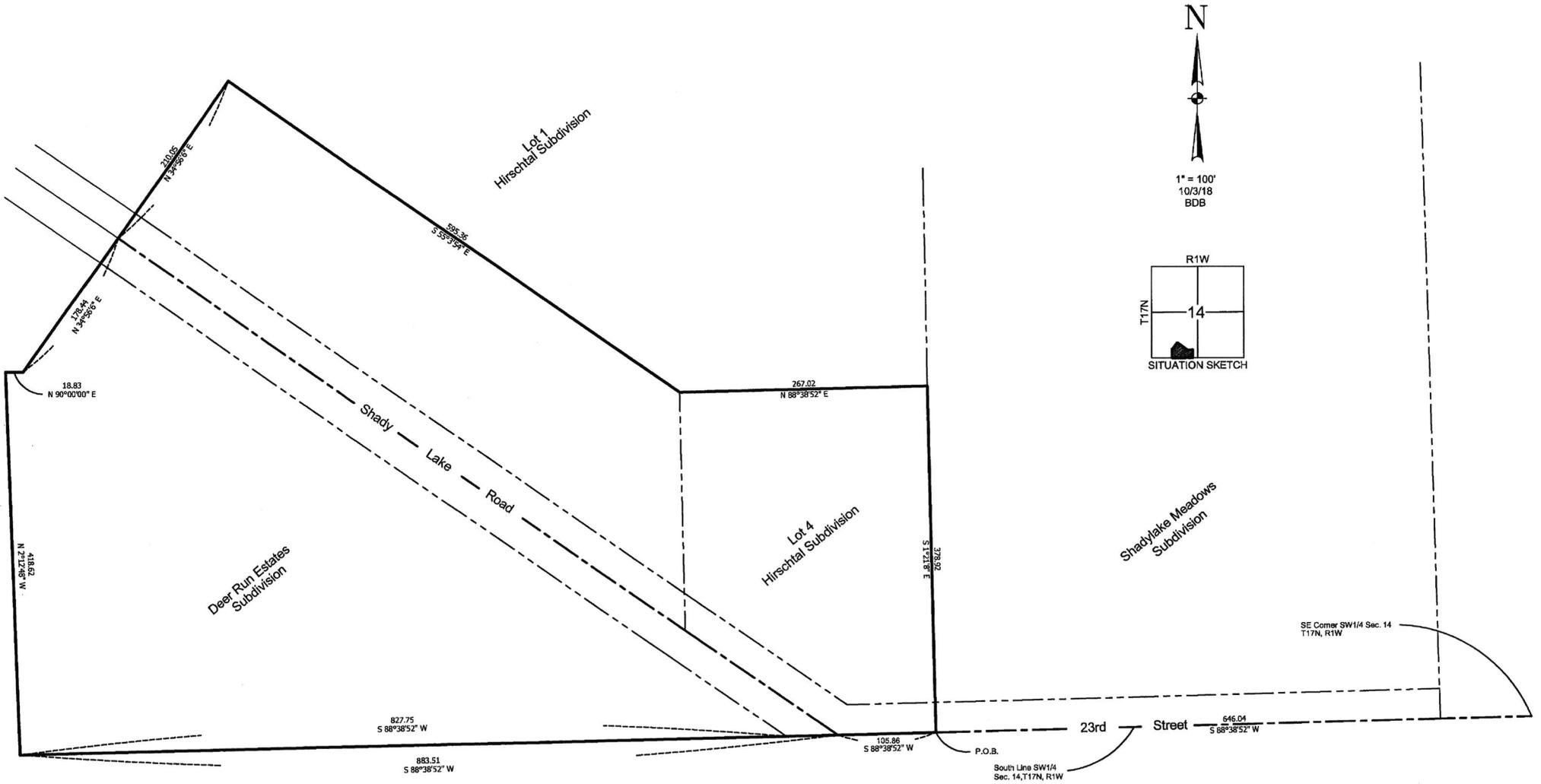
Do not create the districts.

SIGNATURE:

By: _____ 

Approved By: _____ 

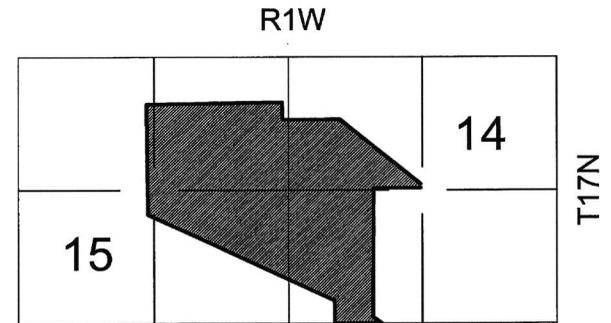
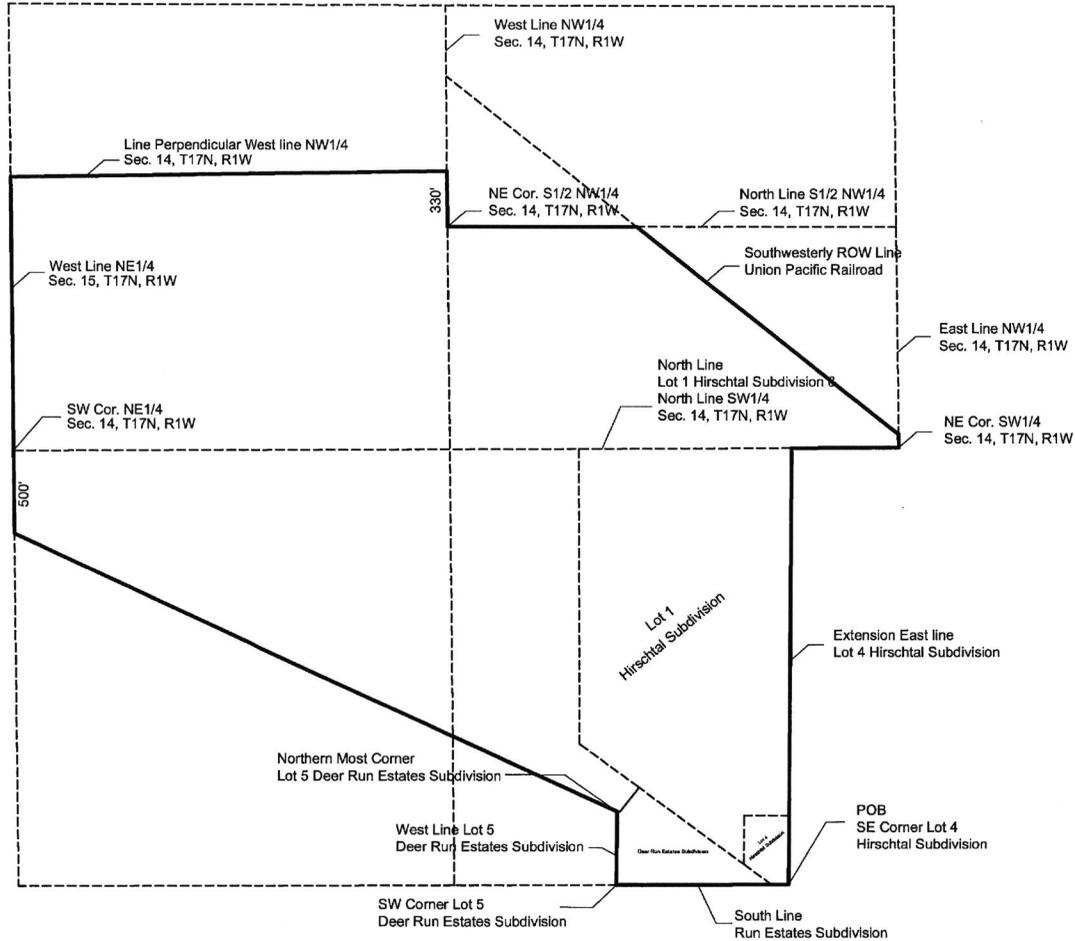
EXHIBIT "A"



1" = 100'
10/3/18
BDB



EXHIBIT A



SITUATION SKETCH

ORDINANCE NO. 19-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING SEWER EXTENSION DISTRICT NO. 47 OF THE CITY OF COLUMBUS, NEBRASKA; DEFINING THE OUTER BOUNDARIES OF SAID DISTRICT; DIRECTING THE CONSTRUCTION OF THE SEWER LINES; PROVIDING FOR PLAN, SPECIFICATIONS, ESTIMATES OF COSTS, AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR THE ASSESSMENT OF COSTS OF SAID IMPROVEMENT AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITED THEREBY TO THE EXTENT OF SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF THE DISTRICT WARRANT AND DISTRICT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Columbus, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal sanitary sewer service beyond the existing system by the construction of sanitary sewer mains, lift station, and appurtenant improvements and that for the purpose of constructing said sanitary sewer mains, lift station, and related improvements, there is hereby created Sewer Extension District No. 47 of the City of Columbus, pursuant to authority granted in Neb. Rev. Stat. § 19-2402.

Section 2. There is hereby created Sewer Extension District No. 47, which boundaries shall consist of a tract of land located in Platte County, Nebraska, being described as follows:

Limits of District:

- A tract of land located in part of the W1/2 of Section 14, and in part of the E1/2 of Section 15, all in T17N, R1W of the 6th P.M., Platte County, Nebraska described as follows:

Beginning at the Southeast corner of Lot 4, Hirschthal Subdivision to Platte County, Nebraska; thence north and on the extension of the east line of said Lot 4, to a point on the north line of Lot 1, said Hirschthal Subdivision, said point also being on the north line of the SW1/4, Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence easterly and on said north line to the northeast corner of the SW1/4 said Section 14; thence northerly and on the east line of the NW1/4 of said Section 14 to a point on the southwesterly Right of Way

Line Union Pacific Railroad; thence northwesterly and on said southwesterly line to a point on the north line of the S1/2 NW1/4 said Section 14; thence westerly and on said north line to the northeast corner of the S1/2 NW1/4 said Section 14; thence northerly and on the west line of the NW1/4 said Section 14, 330.00 feet; thence westerly and perpendicular to the west line said NW1/4 to a point on the west line of the NE1/4 Section 15, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence southerly and on said west line to the southwest corner said NE1/4; thence southerly and on the west line of the SE1/4 said Section 15, 500.00 feet; thence southeasterly to the northwestern most corner of Lot 5, Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence south and on the west line said Lot 5, to the southwest corner said Lot 5; thence easterly and on the south line said Deer Run Estates to the Point of Beginning containing 292 acres more or less.

Properties That May Be Assessed:

- LOT 1, HIRSCHTHAL SUBDIVISION
- LOT 2, HIRSCHTHAL SUBDIVISION
- LOT 4, HIRSCHTHAL SUBDIVISION
- LOT 1, SHADY LAKE ROAD SUBDIVISION COLUMBUS
- LOT 1, SHADY LAKE ROAD 2ND SUBDIVISION COLUMBUS
- LOT 2, SHADY LAKE ROAD 2ND SUBDIVISION COLUMBUS
- PART OF NW1/4 SECTION 14, T17N, R1W, LYING SOUTH OF THE UPRR RAILROAD
- PART SW1/4 NW1/4 SECTION 14, T17N, R1W (3135 63 AVE)
- PART W1/2 SW1/4 SECTION 14, T17N, R1W (2965 63 AVE)
- LOT 2, SHADY LAKE SUBDIVISION
- LOT 3, SHADY LAKE SUBDIVISION
- PART OF SW1/4 SECTION 14, T17N, R1W (6092 SHADY LAKE RD)
- PART LOT 1, SHADY LAKE SUBDIVISION
- PART OF W1/2 SW1/4 SECTION 14, T17N, R1W (6198 SHADY LAKE RD)
- PART OF E1/2 SECTION 15, T17N, R1W
- PART OF E1/2 SECTION 15, T17N, R1W
- PART OF SW1/4 SECTION 14, T17N, R1W, LYING SOUTH OF THE COUNTY ROAD (6039 SHADY LAKE ROAD)
- PART OF SW1/4 SECTION 14, T17N, R1W (6073 SHADY LAKE RD)
- PART OF W1/2 SW1/4 SECTION 14, T17N, R1W, LYING SOUTH OF THE ROAD (6039 SHADY LAKE RD)
- LOT 1, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 2, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 3, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 4, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 5, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 7, DEER RUN ESTATES SECOND SUBDIVISION

- LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
- LOT 9, DEER RUN ESTATES SECOND SUBDIVISION

Section 3. There shall be constructed sanitary sewer main, lift station, and necessary appurtenances within said district as follows:

- 12-inch PVC sanitary sewer main, manholes, fittings, service lines, lift station, force main, dewatering, and related work.

Section 4. The construction of the sanitary sewer main, lift station, and necessary appurtenances as set forth above shall be in accordance with the plans and specifications prepared by the Engineering Department of the City of Columbus, Nebraska, now on file with the City Clerk.

Section 5. The City Engineers' estimate, now on file with the City Clerk, of the total project costs (which include estimated construction costs) for the proposed sewer extension improvements in said District is \$405,000.00. The plans, specifications, and estimates of costs for the work in Sewer Extension District No. 47 are hereby approved.

Section 6. The Mayor and Council hereby find and determine that none of the properties located within said District are presently served by the City's existing system of sanitary sewer service and that said District constitutes an area of land located apart and outside the area served and benefited by said system and all of the property in said District is located within the City of Columbus, Nebraska, or within two miles of the corporate limits of the City of Columbus, Nebraska.

Section 7. The work and improvements shall be made a public cost, but special assessments on the properties especially benefited hereby may be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said district as heretofore described and defined is hereby declared to be benefited by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 8. For the purpose of paying for said improvements, the Mayor and Council of the City of Columbus, Nebraska, may issue district improvement warrants of Sewer Extension District No. 47 in the form and manner provided by law.

Section 9. To effect the final payment in retirement of said warrants and to pay the cost of said improvement, the Mayor and Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said districts in proportion to the benefits derived therefrom.

Section 10. Bids shall be taken and contracts let for the construction of said extension as provided by law. The City Clerk is hereby instructed to publish the official advertisement for bids included in the specifications heretofore approved in the Columbus Telegram as provided by law. The City shall have and hereby reserves the right to reject any and all bids.

Section 11. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 12. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. §16-405 with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 10, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sewer Extension District #47 and Water Extension District #64
23rd Street/Shady Lake Road

RECOMMENDATION:

I recommend the approval of the Ordinance creating Sewer Extension District #47 and Water Extension District #64 on 23rd Street/Shady Lake Road. Approval for proceeding with the Ordinances on both the SED and WED were obtained at the June 10, 2019, Public Property, Safety and Works Committee and the June 17, 2019, City Council.

DISCUSSION:

SED #47: ASSESSABLE PROPERTIES:

LOT 4, HIRSCHTAL SUBDIVISION
LOT 1, HIRSCHTAL SUBDIVISION
LOT 1, SHADY LAKE RD SD COLUMBUS
LOT 1, SHADY LAKE RD 2nd SD COLUMBUS
LOT 2, SHADY LAKE RD 2nd SD COLUMBUS
Part of NW1/4 Section 14, T17N, R1W lying South of the UPPR Railroad
Part SW1/4 NW1/4 Section 14, T17N, R1W (3135 63 Ave.)
Part W1/2 SW1/4 Section 14, T17N, R1W (2965 63 Ave.)
LOT 2, SHADY LAKE SD
LOT 3, SHADY LAKE SD
Part of SW1/4 Section 14, T17N, R1W (6092 Shady Lake RD)
PART LOT 1, SHADY LAKE SD
Part of W1/2 SW1/4 Section 14, T17N, R1W (6198 Shady Lake RD.)
Part of E1/2 Section 15, T17N, R1W
Part of E1/2, Section 15, T17N, R1W
Part of SW1/4, Section 14, T17N, R1W, lying South of the County Road (6039 Shady Lake Road)
Part of SW1/4 Section 14, T17N, R1W (6073 Shady Lake RD)
Part of W1/2 SW1/4 lying South of the Road (6039 Shady Lake RD)
LOT 2 HIRSCHTAL SUBDIVISION
LOT 9, DEER RUN ESTATES SECOND SUBDIVISION
LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
LOT 7, DEER RUN ESTATES SECOND SUBDIVISION
LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
LOT 5 DEER RUN ESTATES SECOND SUBDIVISION
LOT 4 DEER RUN ESTATES SECOND SUBDIVISION
LOT 3 DEER RUN ESTATES SECOND SUBDIVISION
LOT 2 DEER RUN ESTATES SECOND SUBDIVISION
LOT 1 DEER RUN ESTATES SECOND SUBDIVISION

SED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 23rd Street/Shady Lake Road and a lift station which service several properties along and mainly north of 23rd Street/Shady Lake Road.

Estimated Construction Cost: \$340,000
Estimated Project Cost: \$405,000

WED#64: ASSESSABLE PROPERTIES:

LOT 4, HIRSCHTHAL SUBDIVISION
LOT 1, HIRSCHTHAL SUBDIVISION
LOT 1, DEER RUN ESTATES SECOND SUBDIVISION
LOT 2, DEER RUN ESTATES SECOND SUBDIVISION
LOT 3, DEER RUN ESTATES SECOND SUBDIVISION
LOT 4, DEER RUN ESTATES SECOND SUBDIVISION
LOT 5, DEER RUN ESTATES SECOND SUBDIVISION
LOT 6, DEER RUN ESTATES SECOND SUBDIVISION
LOT 7, DEER RUN ESTATES SECOND SUBDIVISION
LOT 8, DEER RUN ESTATES SECOND SUBDIVISION
LOT 9, DEER RUN ESTATES SECOND SUBDIVISION

WED Improvements are to extend the 12-inch diameter main to service the properties on both sides of 23rd Street/Shady Lake Road abutting Deer Run 2nd Subdivision.

Estimated Construction Cost: \$88,000
Estimated Project Cost: \$110,000

It is proposed that both the SED and WED are bid and built in 2020. 23rd Street/Shady Lake Road will remain open during construction; however, one lane access may be required at the site of actual construction.

Gilmore & Associates is providing the design and limited construction phase services for both the SED and WED. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

Assessments will be in accordance with the City's Assessment Policy.

SED#47

Benefiting property owner assessment includes 8-inch diameter sanitary sewer main, manholes, fittings, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main. Lift station will be assessed complete in place for benefiting properties by serviceable area.

2019-2020 CIP 20-90 in the amount of \$475,000.

WED#64

Benefiting property owner assessment includes 6-inch diameter water main, fire hydrants, fittings, valves, service lines, boring costs, dewatering, and other associated costs. City pays for an upsizing of the main, fittings, and valves, and borings.

2019-2020 CIP 20-101 in the amount of \$125,000.

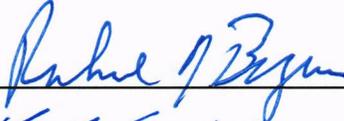
SED and WED

Standard assessable costs, such as engineering and observation, legal, interest for one year, publication, printing and so forth.

ALTERNATIVE:

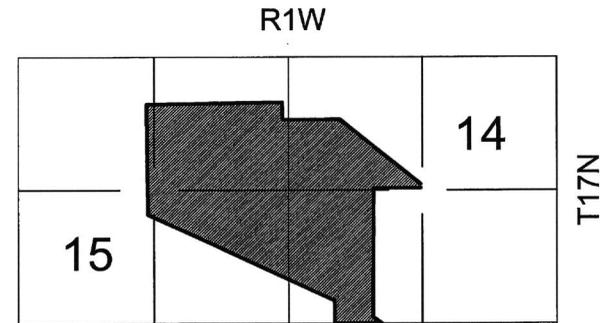
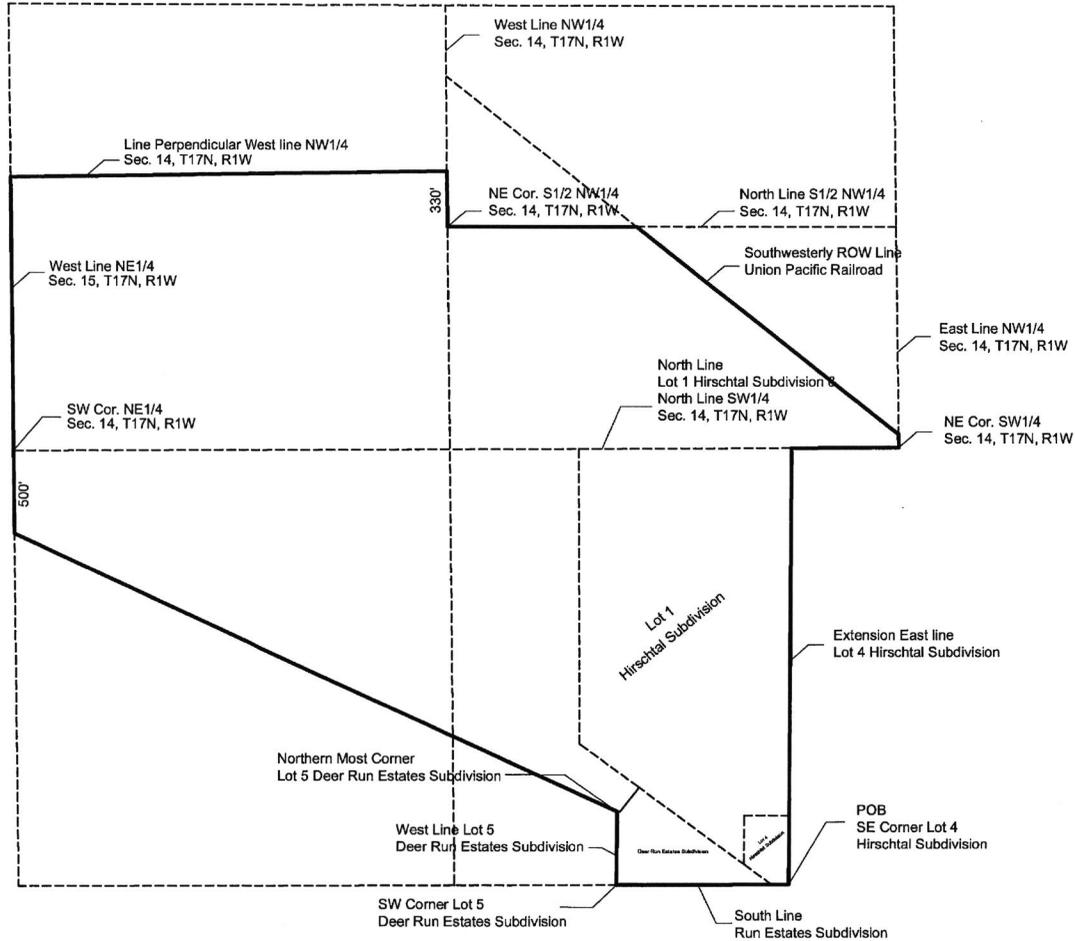
Do not create the districts.

SIGNATURE:

By: _____ 

Approved By: _____ 

EXHIBIT A



SITUATION SKETCH

The City of **Columbus**

MEMORANDUM

DATE: December 9, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED#47 and WED#64 Plan and Specification Approval

RECOMMENDATION:

I recommend approval of the Sewer Extension District (SED) #47 and Water Extension District (WED) #64 plans, specifications, and construction cost estimate in the amount of \$428,000 by Gilmore & Associates, Inc., and to authorize staff to advertise for bids for the above-referenced project.

DISCUSSION:

SED and WED (23rd Street/Shady Lake Road) including the construction of a lift station, extension of 12-inch sanitary sewer, extension of 12-inch water main to service Deer Run Estates and adjacent and serviceable properties to the west of Shady Lake Road.

If you have any questions or require additional information, please feel free to contact me.

FISCAL IMPACT:

Construction cost estimates of \$340,000 for SED#47 which is part of CIP#20-90 in the amount of \$475,000 and of \$88,000 for WED#64 which is part of CIP 20-101 in the amount of \$125,000. Costs for engineering design and observation, geotechnical services, and contingencies are part of these CIP amounts.

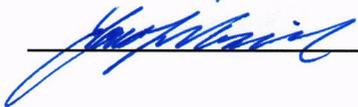
Eligible properties for agricultural deferment of assessments may be requested in accordance with State Statues. Resolution 19-61 declares the intent to issue tax-exempt bond anticipation notes or bonds in an amount not to exceed \$750,000.

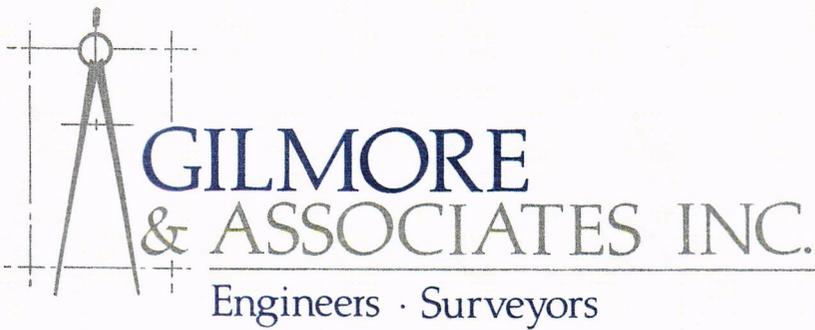
ALTERNATIVE:

Do not approve.

SIGNATURE:

By: 

Approved By: 



June 28, 2019

Ref: 211.849

Rick Bogus, City Engineer
City of Columbus
P.O. Box 1677
Columbus, NE 68602-1677

Sewer Extension District No. 47 and
Water Extension District No. 64 – 2019 - Columbus, Nebraska

Hand-delivered to the City Engineer's office, herewith, are two copies of the preliminary drawings, a color coded land acquisition and easement map, and the preliminary cost estimate for the above-referenced project. The project manual and drawings are complete with the exception of the electrical design for the lift station. To finalize the project design we are waiting on the City to provide us with the following key elements:

- City complete land acquisition for the lift station site and permanent and temporary construction easements for the 12-inch gravity sewer main.
- Provide us with a final subdivision plat of Deer Run Estates so that we can finalize the location and number of required water and sewer services.
- Provide us with a geotechnical investigation of the lift station site.

Once these items are completed, we can have the electrical sub-consultant complete the electrical design and we can send the project manual and drawings to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Department of Health and Human Services (NDHHS) for review and approval.

Preliminary estimate of cost for this project:

<i>Water Extension District No. 64</i>	<i>\$88,000</i>
<i>Sewer Extension District No. 47</i>	<i><u>\$340,000</u></i>
Total Project Cost Estimate	<u>\$428,000</u>

Respectfully submitted,

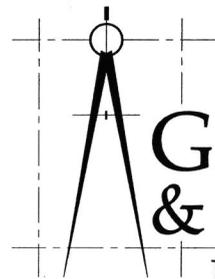
David B. Gilmore, P.E.
GILMORE & ASSOCIATES, INC.

DBG:bo

Enclosures

SEWER EXTENSION DISTRICT No. 47
WATER EXTENSION DISTRICT No. 64
COLUMBUS, NEBRASKA

2019



**GILMORE
& ASSOCIATES INC.**
Engineers · Surveyors

BIDDING DOCUMENTS NOTE:

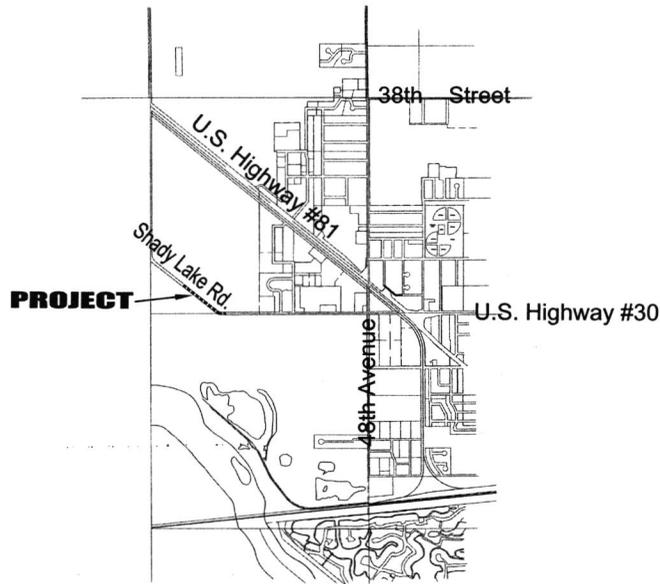
Complete sets of Bidding Documents as issued by Gilmore and Associates, Inc. must be used in preparing Bids, neither Owner and Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or copies of Bidding Documents obtained in electronic media form, internet plan rooms or other internet sites, or copies of Bidding Documents obtained from any source other than Gilmore and Associates, Inc.



COORDINATING PROFESSIONAL ENGINEER

I hereby certify that I, David B. Gilmore, am the Coordinating Professional on the 2019 COLUMBUS NE, SEWER EXT. DIST. #47 & WATER EXT. DIST. #64 project, and that I am a duly registered Professional Civil Engineer under the laws of the State of Nebraska.

David B. Gilmore 7/21/2019
David B. Gilmore, Nebr. PE No. E-6180



PROJECT LOCATION SKETCH
NO SCALE

SYMBOL	DESCRIPTION
+	Water Curb Stop
○	Property Corner
○	NGS (Station Monument)
○	Control Point
○	Sewer Manhole
	Sign
⊕	Mailbox
○	Deciduous Tree
■	Power Pole
+	Anchor
+	Air Cond.
○	Fire Hydrant
☼	Coniferous Tree
+	Light Pole
○	Deciduous Bush
○	Coniferous Shrub
⊕	Telephone Pedestal
+	Post
⊕	Elec. Pedestal
+	Water Valve
+	Sprinkler
○	Gas Meter
○	Storm Sewer Manhole
⊕	Guy Anchor

TYPICAL NOTES:

- Contractor shall verify the location and elevation of all private and public utilities prior to commencing construction work. Contractor shall notify all utilities via the one-call system in accordance with state regulations. Contractor shall coordinate disconnects and utility owned property with respective company. Contractor shall include in the BID. The SWPPP manual shall be kept updated as required by the Contractor.
- The SWPPP and Erosion and Sediment Control are the responsibility of the Contractor and shall be included in the BID. The SWPPP manual shall be kept updated as required by the Contractor.
- NPDES dewatering permit, sampling, testing, and reporting requirements are the responsibility of the Contractor and shall be included in the BID.
- Contractor is responsible for all traffic and pedestrian control including, but not limited to, signage, barricades, construction tape, and related items. All materials and procedures shall be in accordance with the MDT Standard Materials list and Manual of Uniform Traffic Control Devices.
- Copies of all tests and reports shall be forwarded to the Engineer immediately for review. Pay requests are subject to receipt of said testing results.
- Maintain 10 foot horizontal and 1.5 vertical clear separation between all water and sewer lines.
- All excess material, rubble, and debris shall be properly disposed of by the Contractor as part of this Project. All surface borrow sites and applicable soils testing, if any, shall be provided by the Contractor as part of this Project.
- The location of the sanitary sewer and force mains are approximate. Engineer to stake locations.
- All geological information and all testing is the responsibility of the Contractor.
- Removal of any existing trees or shrubs as required for construction is incidental work.
- All work required to be performed in order to construct the Project, which is not specifically designated on a bid item in the Bid, is considered incidental work.

SHEET INDEX	
SHT. NO.	SHEET NAME
1	INFORMATION SHEET
2-4	PLAN AND PROFILE
5	LIFT STATION PLAN & DETAILS
6	LIFT STATION DETAILS
7	TERMINATION MANHOLE DETAILS & SWPPP
8	MISCELLANEOUS DETAILS
9	MISCELLANEOUS DETAILS
10	ELECTRICAL

BENCHMARKS:

- CHAIR NAILS IN POWER POLE NEAR PROPOSED LIFT STATION ELEV.=1464.45
- CHAIR NAILS IN POWER POLE APPROX. 150 FEET NORTH OF PROPOSED LIFT STATION ELEV.=1463.00
- CHAIR NAILS IN POWER POLE NEAR PROPOSED LIFT STATION ELEV.=1465.00

DATUM : NAVD88

BIDDING DOCUMENTS NOTE:

Complete sets of Bidding Documents as issued by Gilmore and Associates, Inc., and the reading office, shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Benchmark Declared

A minimum of two benchmarks have been provided for the sole use of client and are not intended or represented to be suitable for use by any third party. The elevations established as benchmarks are vulnerable to change from the date such elevations were established due to a variety of reasons including, but not limited to, alteration of the physical structure the benchmarks are established upon, vandalism, settling or subsidence of supporting soils, physical tampering, and construction or vehicle traffic on or adjacent to the benchmark. Gilmore & Associates, Inc., assumes no liability or responsibility for damages by client or any third party resulting from the misinterpretation, misidentification, or alteration of the benchmark elevations provided herein. Before utilizing any benchmark elevations established for other purposes, the benchmark elevations must be verified and compared with each other as well as with elevations established for other purposes or re-orientation structures noted, if any, to determine if any misinterpretation, misidentification, or alteration of the benchmark elevations has occurred. The standard of care utilized for professional surveying services in establishment of benchmark elevations is the care and skill ordinarily used by members of the surveyor's profession under similar circumstances at the same time and in the same locality.



David R. Gilmore
Professional Engineer
License No. 1-810
State of Nebraska

Project No. 2019-001
Date: 5/28/2019
Checked: [Signature]
Drawn: [Signature]

GILMORE & ASSOCIATES, INC.
Engineers Surveyors

CITY OF COLUMBUS, NEBRASKA
WATER EXTENSION DISTRICT No. 47
INFORMATION SHEET

DRN BY: R.T.K.
DATE: 5/28/2019
SCALE: AS SHOWN
PROJ.: 211.849
F.R.:

SHEET
1 of 10

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
12/16/2019	INVOICE	PPCIT02	NOVEMBER COLLECTION SERVICES	36.00	
12/16/2019	INVOICE	ACCTY150 DEC	NOVEMBER COLLECTION SERVICES	1,384.36	
			Total:	1,420.36	
			Net of 2 Invoices / 0 Checks	1,420.36	
			1 2 invoices and 0 checks for 1 vendor:	1,420.36	