

City Council Regular Meeting
Monday, October 4, 2021 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

Open Meetings Act

Neb. Rev. Stat. § 84-1407. Act, how cited.

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

Neb. Rev. Stat. § 84-1408. Declaration of intent; meetings open to public.

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

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

Neb. Rev. Stat. § 84-1409. Terms, defined.

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

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

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

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

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

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the

members of the public body. Such challenge and its disposition shall be recorded in the minutes.

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

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

Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

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

(b) The public body shall provide access by providing a dial-in Open Meetings Act

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

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

Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Neb. Rev. Stat. § 84-1413. Meetings; minutes; roll call vote; secret ballot; when.

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

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

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

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

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

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

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

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

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

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

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

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

Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

2. **PRAYER**

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

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

4.A. Minutes of September 20, 2021, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on September 20, 2021, at 7 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 on September 1, 2021, 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:** Council President Augustine-Schulte announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Mayor James Bulkley was absent. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, and Library Assistant Kelli Ochs.
2. **PRAYER:** Roth led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a 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 Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of September 7, 2021, Budget Hearing meeting.**
 - 4.B. **Minutes of September 7, 2021, City Council meeting.**
 - 4.C. **Minutes of September 7, 2021, Community Development Agency meeting.**
 - 4.D. **Reappointment of Chris Dixon and Roger Hare to Senior Center Advisory Board for three-year terms.**
 - 4.E. **Resolution No. R21-121 approving Lease to Hangar Aircraft with Sky Roamers, LLC for Hangar No. 1240SE.** Resolution No. R21-121 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR

AIRCRAFT WITH SKY ROAMERS, LLC (HANGAR NO. 1240SE) AT THE COLUMBUS MUNICIPAL AIRPORT.

- 4.F. Resolution No. R21-122 approving Amendment No. 1, Supplement to Agreement for Services to the Quality Assurance Material Testing Services Agreement with Terracon Consultants, Inc. in an amount not to exceed \$7,500 for additional testing, field observation, and review services for levee improvements.** Resolution No. R21-122 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 1 TO THE QUALITY ASSURANCE MATERIAL TESTING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED \$7,500 FOR ADDITIONAL TESTING, FIELD OBSERVATIONS, AND REVIEW SERVICES FOR THE COLUMBUS LEVEE IMPROVEMENTS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.G. Resolution No. R21-123 authorizing payment of various improvement projects.** Resolution No. R21-123 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. - FIRE STATION - \$50,000.00; BOYD JONES CONSTRUCTION, CO. - LIBRARY/CULTURAL ARTS FACILITY - \$97,917.02; GEHRING CONSTRUCTION & READY MIX CO., INC. - STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY) - \$120,407.55; GEHRING CONSTRUCTION AND READY MIX CO., INC. - WATER AND CONCRETE IMPROVEMENTS 2021 - \$272,325.80; GEHRING CONSTRUCTION AND READY MIX CO., INC. - STREET IMPROVEMENT DISTRICT NO. 185 (E 14 AVENUE, 23 STREET TO NORTH CORPORATE LIMITS), STREET IMPROVEMENT DISTRICT NO. 186 (ALLEY BETWEEN 14 AND 15 STREETS AND 28 AND 29 AVENUES), STREET IMPROVEMENT DISTRICT NO. 187 (25 STREET FROM 33 AVENUE WEST) - \$501,861.80; LANDSCAPES UNLIMITED, LLC. - QUAIL RUN GOLF COURSE - \$159,504.04; LANDSCAPES UNLIMITED, LLC. - QUAIL RUN GOLF COURSE - \$113,377.59; MUNICIPAL PIPE TOOL CO., LLC - SANITARY SEWER REHABILITATION 2021 - \$125,145.92; OBRIST & CO., INC. - LIFT STATION REPLACEMENTS 2020 - \$286,289.10; OBRIST & CO., INC. - LIFT STATION REPLACEMENTS 2020 - \$296,999.73; OBRIST & CO., INC. - SEWER EXTENSION DISTRICT NO. 45, WATER EXTENSION DISTRICT NO. 63 (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) - \$111,475.35; AND PAVERS, INC. - ASPHALT PAVING IMPROVEMENTS

2021 - \$167,769.80.

4.H. Finance Department reports.

4.I. Payroll and bills on file. CP=Capital Projects; E=Expenses; R=Refund; S=Service & Supplies; T=Training 10/01/21 Payroll \$663,675.78; 911 Custom 37.00 S; A to Z Messaging 105.00 S; Ace Hardware 554.42 S; Ace Sanitation 78.00 S; Advance Auto 753.17 S; Air Vacuum 4,324.00 S; All Star Auto Glass 589.29 S; AlphaMedia 1,850.00 S; Amazon 1,379.06 S; Am Red Cross 120.00 T; Aqua-Chem 11,552.00 CP; Arnold Motor 353.33 S; B-D Const 50,000.00 CP; C Behlen 23.31 E; Behlen Towing 1,400.00 S; BGNE 1,163.88 S; Big Red Prtg 159.68 S; Black Hills Energy 1,333.56 S; Blackstrap 1,695.45 S; BMI 368.00 S; Bomgaars 509.95 S; Bound Tree Med 2,005.62 S; Boyd Jones 97,917.02 CP; Buresh Golf 1,640.00 S; BVH 258,794.10 CP; Capstone Press 1,367.37 S; Casey's Mail Serv 4,794.49 S; Cat's Pro Mow 200.00 S; CEM Sales 53.77 S; Ctr Point Lrg Prt 137.22 S; CCC 213.00 T; Century Link 994.63 S; Chrome N' Steel Truck 747.61 S; City of Col 26.71 S; Club Prophet 90.00 S; CNC Repair 5,163.26 S; Columbia Elec Motors 19,900.00 S; Col Chamber 1,400.00 S; Col Area HR Assoc 15.00 T; CCH 569.89 S; Col Custom Embr 620.00 S; Col Family Res Ctr 9,311.58 S; YMCA 3,000.00 S; Col Plbg 10,328.00 CP; Col Tire 20.00 S; Connecting Point 13,600.00 S; Consltd Mgmt 198.52 T; Core & Main 108,278.84 CP,S; Cornhusker Pwr 867.65 S; Culligan 138.20 S; Danko Emerg Equip 36,404.00 S; Dinkel Implement 43.50 S; D Dunbar 18,833.59 E,S; Eakes 10,816.28 CP,S; Earl May 2,143.60 S; Elec Pump 40,047.00 S; Electrical Eng & Equip 104.33 S; Electronic Eng 37.50 S; Enterprise Elec 79.24 S; Ernst Auto 2,176.68 S; Fastenal 2,067.27 S; First Natl Bank 13,902.57 E; Fisher Scientific 708.42 S; Fort Western 119.98 S; Frontier 1,981.21 S; Galls 482.86 S; Gaver Tire 2,357.25 S; Gaylord Bros 85.93 S; Gehring Const 995,446.31 CP,S; Gen Traffic Controls 3,252.00 S; G-O Rapid Lube 85.00 S; GolfNow 175.00 S; Grainger 157.20 S; Great Plains Comm 551.89 S; Great Plains Uniforms 2,022.00 S; D Gubbels 146.50 S; Gunslingers 110.00 S; Hadley-Braithwait 99.90 S; Hawkins 4,649.92 S; Heartland Nat Gas 1,863.32 S; B Hellbusch 56.07 E; HMS 609.95 R; Hobby Lobby 89.90 S; M Howerter 616.00 S; Hy-Vee 258.36 S; Industrial Control 1,932.80 S; Industrial Systems 14.34 S; Ingram Libry 2,313.34 S; Interstate Battery 148.95 S; Jackson Serv 1,972.58 S; B Johnston 720.00 S; Kelly Sup 548.00 S; M Kratochvil 44.52 E; Lakeview High School 425.00 S; Landscapes Unlimited 272,881.63 CP; Language Line 31.05 S; Lawson Products 44.90 S; Lincoln Winwater Works 42,543.77 CP,S; Lingo 51.65 S; Loup Pwr 101,427.97 S; Loup River Pwr 178,527.90 CP; Lower Loup Nat Res 10,136.62 CP; M & O Door 184.00 S; MacQueen Equip 6,081.60 S; Matheson-Linweld 25.11 S; MW Glass 8.70 S; MW Lab 191.75 S; MW Serv 96.00 S; MW Tape 26.24 S; MW Turf 832.50 S; Mike's Towing 600.00 S; T Moser 199.00 E; Munic Pipe Tool 126,706.40 CP,S; NAPA 1,077.88 S; NDEE 500.00 S; NE Harvestore 1,534.00 S; NE Law Enf 414.00 T; NE-IA Ind Fasteners 70.73 S; Newman Grove Libry 15.00 S; NE Comm College 825.00 T; NE NE Solid Waste Coal 61,909.43 S; NoSwett Fencing 36,509.00 CP; Obrist 697,295.54 CP,S; Occup Hlth 2,551.00 S; OCLC 893.31 S; Odeys 329.25 S; Officenet 370.79 S; Omaha World Herald 1,307.20 S; OMNI Eng 3,971.20 S; One Call Concepts 466.48 S; One Source

2,937.50 S; O'Reilly 555.53 S; Otte Elec 221.18 S; Pacific Window Tint 240.00 S; Paper Tiger Shred 30.00 S; Pavers 167,769.80 CP; Petty Cash 58.29 E; Pizza Ranch 113.96 S; Platte Co 3,140.59 S; Platte Co Hwy Dept 1,794.00 S; Platte Valley Comm 5,358.75 CP,S; Port-A-Johns 225.00 S; Positive Promotions 980.31 S; PCC 6,170.00 S; Presto-X 51.00 S; Productivity Plus 704.74 S; Reardon 849.97 S; E Reisdorff 162.02 R; RFCC 2,050.00 CP; D Rohloff 300.00 S; Sandry Fire Sup 17,477.97 S; Sapp Bros 467.97 S; K Schademann 355.10 E; Schieffer Signs 340.00 S; Schreiber Bros 35,768.00 CP; Schumacher Bros Fencing 3,160.00 S; Schumacher Irrigation 128.50 S; Security Equip 3,408.00 S; Shelby Lumber 307.07 R; Sherwin-Williams 9.99 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 4,429.35 S; State Fire Marshal 50.00 T; Dept of Rev 100.00 S; B Strecker 15.65 E; Super Saver 26.59 S; Sysco 5,593.99 S; Terracon 10,897.71 CP; Lifeguard Store 919.50 S; J & P Thiele 83.55 R; C Thomas 19.26 E; Tire Outlet 1,471.12 S; Too Fast Sup 476.08 S; Tooley Drug 140.85 S; Tractor Sup 623.80 S; Tri Co Repair 110.04 S; Truck Ctr 853.16 S; Tucker Masonry 7,975.00 CP; Turfwerks 217.35 S; Twin Rivers Vet 496.30 S; USA Blue Bk 1,102.41 S; Van Wall 92.37 S; VendNovation 1,200.00 S; Verizon 2,265.86 S; Vol Fire 775.99 E; Walmart 810.77 S; Warrick Tread 2,628.00 S; Waste Connections 151.86 S; Waterpark Specialties 4,950.00 S; Weldon Parts 207.44 S; Wellness Partners 10.00 S; Wemhoff Refrig 471.72 S; Wilke Landscape 3,863.43 S; Wilson & Co 61,820.35 CP; WSKF Architects 92,500.00 CP; B Zakrzewski 65.56 E; Zegers Automotive 1,813.15 S; Zimco 2,828.50 S; Zoll Med 573.00 S. TOTAL \$4,453,518.97.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of West Wood Addition, LLC to rezone property west of Riverside 2nd Addition on 17 Street west of 49 Avenue from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. **Ordinance No. 21-30 approving rezoning.** The rules were suspended and Ordinance No. 21-30 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021; TO REZONE THE FOLLOWING-DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE SE1/4NE1/4 OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE NORTHWEST

CORNER OF THE SE1/4NE1/4 OF SAID SECTION 23; THENCE S 01°47'14" E ON THE WEST LINE OF THE SE1/4NE1/4, 448.08 FEET TO THE POINT OF BEGINNING; THENCE S 01°47'14" E ON SAID WEST LINE, 384.00 FEET; THENCE N 88°08'31" E AND PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4, 160.00 FEET; THENCE N 01°47'14" W AND PARALLEL TO SAID WEST LINE, 15.00 FEET; THENCE N 88°08'31" E AND PARALLEL TO SAID SOUTH LINE, 412.00 FEET TO THE SOUTHWEST CORNER OF RIVERSIDE SECOND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 01°47'14" W ON THE WEST LINE OF SAID RIVERSIDE SECOND ADDITION, 354.00 FEET TO THE NORTHWEST CORNER OF SAID RIVERSIDE SECOND ADDITION; THENCE S 88°08'31" W AND PARALLEL TO SAID SOUTH LINE, 412.00 FEET; THENCE N 01°47'14" W AND PARALLEL TO THE WEST LINE OF THE SE1/4NE1/4, 15.00 FEET; THENCE S 88°08'31" W AND PARALLEL TO SAID SOUTH LINE, 160.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.76 ACRES, MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Roth and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-30 was adopted with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B. Public hearing - Application of Kenneth Armstrong to rezone north side of three lots located at 28 Avenue and 35 Street from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan accordingly. (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B.1. Ordinance No. 21-31 approving rezoning. The rules were suspended and Ordinance No. 21-31 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 2, 3 AND 4, WHISPERING SPRINGS 2ND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) ON THE NORTH SIDE OF SAID LOTS, TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE

ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-31 was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.C. Public hearing - Application of Rockey Aldredge and Kurtis Perry for final plat and development agreement of Frontier 3rd Addition (east of intersection of 8 Street and 7 Avenue). (Planning Commission recommends approval.) No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.C.1. Resolution No. R21-124 approving final plat and development agreement. Resolution No. R21-124 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 1, BLOCK C, CENTENNIAL PARK 2ND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, EXCEPTING THEREFROM FRONTIER 1ST ADDITION AND FRONTIER 2ND ADDITION, HEREINAFTER TO BE KNOWN AS FRONTIER 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN AP ACQUISITIONS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF AP ACQUISITIONS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.C.2. Resolution No. R21-125 approving deed of dedication for drainage and utility easements for Frontier 2nd Addition. Resolution No. R21-125 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOTS 2, 3, 4, 5, 6 AND 7, FRONTIER 2ND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.D. Public hearing - Application of CMR Holdings, LLC for final plat and development agreement of Eagleview 2nd Subdivision (north of 53 Street approximately 1/2 mile east of 33 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.D.1. Resolution No. R21-126 approving final plat and development agreement.** Resolution No. R21-126 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A FINAL PLAT TO A PARCEL OF LAND DESCRIBED AS A TRACT OF LAND LOCATED IN LOT 2, EAGLEVIEW 1ST SUBDIVISION, IN THE E 1/2 OF THE E 1/2 OF THE SW 1/4 AND THE W 1/4 OF THE W 1/2 OF THE SE 1/4 OF SECTION 6, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF SECTION 6, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND ASSUMING THE SOUTH LINE OF SAID SE 1/4 TO HAVE A BEARING OF S 89°27'33" E; THENCE S 89°27'33" E, ON SAID SOUTH LINE, A DISTANCE OF 135.57 FEET; THENCE N 00°32'27" E, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION; THENCE NORTHWESTERLY ON THE ARC OF A 265.00-FOOT RADIUS NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, A DISTANCE OF 213.10 FEET, SAID CURVE HAVING A LONG CHORD BEARING OF N 24°41'52" W, A DISTANCE OF 207.40 FEET; THENCE N 00°07'24" E, PARALLEL WITH THE EAST LINE OF THE W 1/4 OF THE W 1/2 OF THE SE 1/4, A DISTANCE OF 1913.81 FEET; THENCE N 89°18'39" W, A DISTANCE OF 360.52 FEET; THENCE N 62°03'23" W, A DISTANCE OF 138.36 FEET; THENCE S 00°08'46" W, A DISTANCE OF 230.64 FEET; THENCE N 89°51'14" W, A DISTANCE OF 224.98 FEET, TO THE WEST LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION; THENCE N 00°08'40" E, ON SAID WEST LINE, A DISTANCE OF 654.48 FEET, TO THE NORTHWEST CORNER OF LOT 2, EAGLEVIEW 1ST SUBDIVISION; THENCE S 89°18'11" E, ON THE NORTH LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION, A DISTANCE OF 992.76 FEET, TO THE NORTHEAST CORNER OF LOT 2, EAGLEVIEW 1ST SUBDIVISION; THENCE S 00°07'24" W, ON THE EAST LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION, A DISTANCE OF 425.00 FEET; THENCE N 89°52'36" W, A DISTANCE OF 225.00 FEET; THENCE S 00°07'24" W, PARALLEL WITH THE EAST LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION, A DISTANCE OF 1870.13 FEET; THENCE SOUTHEASTERLY, ON THE ARC OF A 100.00-FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 72.17 FEET, SAID CURVE HAVING A LONG CHORD BEARING S 20°33'07" E, A DISTANCE OF 70.61 FEET; THENCE SOUTHEASTERLY, ON THE ARC OF A 350.00-FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A DISTANCE OF 245.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION, SAID CURVE HAVING A LONG CHORD

BEARING OF S 21°10'11" E, A DISTANCE OF 240.07 FEET; THENCE N 89°27'33" W, ON THE SOUTH LINE OF LOT 2, EAGLEVIEW 1ST SUBDIVISION, A DISTANCE OF 85.06 FEET, TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 14.61 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS THE "EAGLEVIEW 2ND SUBDIVISION, A MAJOR SUBDIVISION OF PART OF LOT 2, EAGLEVIEW 1ST SUBDIVISION LOCATED IN THE E 1/2 OF THE E 1/2 OF THE SW 1/4 AND THE W 1/4 OF THE W 1/2 OF THE SE 1/4 OF SECTION 6, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA"; APPROVING THE FINAL PLAT THEREOF; AND APPROVING THE DEVELOPMENT AGREEMENT RELATING THERETO was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.E. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Ninth Addition (west of intersection of 42 Street and 54 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. It was noted that this property is adjacent to the land that was purchased for a casino. The public hearing closed with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.E.1. Public hearing - Determine whether Meadow Ridge Ninth Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.E.2. Resolution No. R21-127 approving final plat, development agreement, and bringing said addition into corporate city limits.** Resolution No. R21-127 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE N1/2SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S 02°05'54" E ON THE WEST LINE OF SAID NORTH 1/2, 82.07 FEET TO THE POINT OF BEGINNING; THENCE N 88°06'37" E, 558.41 FEET TO THE NORTHWEST CORNER OF MEADOW RIDGE SEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°12'51" E ON THE WEST LINE OF SAID MEADOW RIDGE SEVENTH ADDITION, 277.92 FEET TO THE SOUTHWEST CORNER OF SAID MEADOW RIDGE SEVENTH ADDITION; THENCE S 88°06'52" W ON THE NORTH LINE OF MEADOW RIDGE EIGHTH ADDITION TO THE CITY OF COLUMBUS,

PLATTE COUNTY, NEBRASKA, 125.00 FEET TO THE NORTHWEST CORNER OF SAID MEADOW RIDGE EIGHTH ADDITION; THENCE S 02°14'17" E, 21.05 FEET; THENCE S 87°45'45" W, 434.04 FEET TO A POINT ON THE WEST LINE OF THE SW1/4SE1/4; THENCE N 02°05'39" W ON SAID WEST LINE, 301.60 FEET TO THE POINT OF BEGINNING, CONTAINING 3.79 ACRES MORE OR LESS, HEREINAFTER TO BE KNOWN AS MEADOW RIDGE NINTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/SUBDIVIDER CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY; AND APPROVING INCLUSION OF THAT PORTION OF SAID PLAT CURRENTLY OUTSIDE OF THE CITY INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.F. Public hearing - Application of Meadow Ridge Properties, LLC for final plat and development agreement of Meadow Ridge Tenth Addition (west of intersection of 37 Street and 50 Avenue). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.F.1. Public hearing - Determine whether Meadow Ridge Tenth Addition should be included within corporate city limits. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.F.2. Resolution No. R21-128 approving final plat, development agreement, and bringing said addition into corporate city limits.** Resolution No. R21-128 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, WHISPERING MEADOWS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°06'31" E ON THE WEST LINE OF SAID LOT 1, 138.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 02°02'27" E ON THE WEST LINE OF SAID WHISPERING MEADOWS ADDITION, 211.75 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B OF SAID WHISPERING MEADOWS ADDITION SAID POINT BEING ON THE NORTH

LINE OF MEADOW VIEW SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 87°56'39" W ON SAID NORTH LINE, 104.82 FEET; THENCE S 42°55'35" W ON SAID NORTH LINE, 113.13 FEET TO A POINT ON THE WEST LINE OF SAID MEADOW VIEW SUBDIVISION; THENCE S 02°04'06" E ON SAID WEST LINE, 93.82 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 1 OF WESTBROOK APARTMENT SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'58" W ON THE NORTH LINE OF SAID WESTBROOK APARTMENT SUBDIVISION, 350.00 FEET; THENCE N 33°13'02" W, 191.18 FEET; THENCE N 14°03'16" W, 253.57 FEET; THENCE N 30°17'03" W, 26.24 FEET; THENCE N 59°42'57" E, 374.00 FEET TO A POINT ON THE WEST LINE OF MEADOW RIDGE EIGHTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 30°17'03" E ON THE WEST LINE OF SAID MEADOW RIDGE EIGHTH ADDITION, 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 10-R OF SAID MEADOW RIDGE EIGHTH ADDITION; THENCE N 59°45'15" E ON THE SOUTH LINE OF SAID LOT 10-R, 149.92 FEET TO THE SOUTHWEST CORNER OF MEADOW RIDGE SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°12'13" E ON THE SOUTH LINE OF SAID MEADOW RIDGE SUBDIVISION, 151.95 FEET TO THE POINT OF BEGINNING, CONTAINING 7.00 ACRES MORE OR LESS, HEREINAFTER TO BE KNOWN AS MEADOW RIDGE TENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN MEADOW RIDGE PROPERTIES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/SUBDIVIDER CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY; AND APPROVING INCLUSION OF THAT PORTION OF SAID PLAT CURRENTLY OUTSIDE OF THE CITY INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 8. **PETITIONS AND COMMUNICATIONS:** None
- 9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
- 10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE – September 13, 2021.**
 - 10.A.1. **Application of Joel James Smejkal and Andrea Renee Smejkal for vacation of easement on the west five feet excepting the north ten feet of Lot 1, Block A, Country Shadows Subdivision adjacent to 4714 63 Street.** The Public Property, Safety, and Works Committee recommended approval of the application of Joel Smejkal and Andrea Smejkal for vacation of an easement. The report was adopted with a motion by Bahr and a second by

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

10.A.2. Application of Charles B. Seedschlag for vacation of easements west of intersection of 42 Street and 54 Avenue. The Public Property, Safety, and Works Committee recommended approval of the application of Charles B. Seedschlag for vacation of easements associated with Meadow Ridge Ninth Addition. The report was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

10.A.3. Application of Charles B. Seedschlag for vacation of easement west of intersection of 37 Street and 50 Avenue. The Public Property, Safety, and Works Committee recommended approval of the application of Charles B. Seedschlag for vacation of an easement associated with Meadow Ridge Tenth Addition. The report was adopted with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application of West Wood Addition, LLC for preliminary plat of Riverside Third Addition (west of intersection of 17 Street and 49 Avenue). (Planning Commission recommends approval.) The preliminary plat of Riverside Third Addition was approved with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.B. Comments from mayor and city council members. Jablonski referred to the recently identified remains of PFC John Paul "Jack" Langan who died fighting in World War II and noted a service will be held on September 29th from 10 a.m. to 12 noon at McKown Funeral Home. He recommended that anyone who would like to honor Mr. Langan can line up along the procession route to Ss. Patrick/Joseph Cemetery in rural Platte Center following the service.

14. RESOLUTIONS:

14.A. Resolution No. R21-129 approving Amendment H to Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company, in the amount of \$15,113,514 for steel erection and revisions for mechanical, electrical, fireproofing, elevators, and building infrastructure as part of the community building project. Vasicek explained that this amendment, which is included in the budget, should be the final limited notice to proceed on the community building project and the Guaranteed Maximum Price for the total cost of the project will be presented in the future. Resolution No. R21-129 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA,

APPROVING AMENDMENT H TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER, BOYD JONES CONSTRUCTION COMPANY, IN THE AMOUNT OF \$15,113,514 FOR STEEL ERECTION AND REVISIONS FOR MECHANICAL, ELECTRICAL, FIREPROOFING, ELEVATORS, AND BUILDING INFRASTRUCTURE FOR THE COMMUNITY BUILDING PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING:

- 15.A. Ordinance No. 21-32 approving vacation of utility easement on the west five feet excepting the north ten feet of Lot 1, Block A, Country Shadows Subdivision adjacent to 4714 63 Street.** The rules were suspended and Ordinance No. 21-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, VACATING THE UTILITY EASEMENT ON THE WEST 5 FT. EXCEPTING THE NORTH 10 FT. OF LOT 1, BLOCK A, COUNTRY SHADOWS SUBDIVISION OF PART OF THE SW1/4 OF THE NW1/4 OF SECTION 1, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND THE REPEAL OF ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES was read by number only with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-32 was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15.B. Ordinance No. 21-33 approving vacation of drainage easements west of intersection of 42 Street and 54 Avenue.** The rules were suspended and Ordinance No. 21-33 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO PROVIDE FOR THE VACATION OF A TEMPORARY EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, MEADOW RIDGE SEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'48" W ON THE NORTH LINE OF THE SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, 15.00 FEET TO THE POINT OF BEGINNING; THENCE S

88°06'48" W ON SAID NORTH LINE, 200.00 FEET; THENCE S 28°51'43" E, 200.73 FEET; THENCE N 88°07'25" E ON THE WESTERLY EXTENSION LINE OF THE SOUTH RIGHT-OF-WAY LINE OF 42ND STREET, 110.00 FEET; THENCE N 02°13'23" W AND PARALLEL TO THE WEST LINE OF SAID MEADOW RIDGE SEVENTH, 178.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.64 ACRES, MORE OR LESS; TO PROVIDE FOR THE VACATION OF A PERMANENT EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, MEADOW RIDGE SEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'48" W ON THE NORTH LINE OF THE SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, 15.00 FEET; THENCE S 02°13'23" E AND PARALLEL TO THE WEST LINE OF SAID MEADOW RIDGE SEVENTH ADDITION, 178.91 FEET; THENCE N 88°07'25" E ON THE WESTERLY EXTENSION LINE OF THE SOUTH RIGHT-OF-WAY LINE OF 42ND STREET, 15.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK C; THENCE N 02°13'23" W ON THE WEST LINE OF SAID MEADOW RIDGE SEVENTH ADDITION, 178.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.075 ACRES, MORE OR LESS; TO PROVIDE FOR THE VACATION OF A PERMANENT EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE SW1/4SE1/4 OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK C, MEADOW RIDGE SEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 02°13'23" E ON THE WEST LINE OF SAID LOT 1, 98.91 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S 88°07'14" W ON THE NORTH LINE OF LOT 4-R, BLOCK A, MEADOW RIDGE EIGHTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 30.00 FEET; THENCE N 02°13'23" W AND PARALLEL TO THE WEST LINE OF SAID LOT 1, 98.92 FEET; THENCE N 88°07'25" E ON THE WESTERLY EXTENSION LINE OF THE SOUTH RIGHT-OF-WAY LINE OF 42ND STREET, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.068 ACRES, MORE OR LESS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-33 was adopted with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 15.C. Ordinance No. 21-34 approving vacation of drainage easement west of intersection of 37 Street and 50 Avenue.** The rules were suspended and Ordinance No. 21-34 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO PROVIDE FOR THE VACATION OF THAT PERMANENT EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE NW1/4NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 1, WESTBROOK APARTMENT SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 02°03'38" W ON THE WEST LINE OF MEADOW VIEW ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 93.80 FEET; THENCE N 42°56'40" E ON THE NORTHWEST LINE OF SAID MEADOW VIEW ADDITION, 113.13 FEET; THENCE N 87°56'58" E ON THE NORTH LINE OF SAID MEADOW VIEW ADDITION, 44.83 FEET; THENCE N 02°03'02" W, 300.00 FEET; THENCE S 71°34'32" W, 73.35 FEET; THENCE N 18°25'28" W, 71.89 FEET; THENCE S 65° 39'10" W, 30.16 FEET; THENCE S 18°25'28" E, 68.78 FEET; THENCE S 71°34'32" W, 157.21 FEET; THENCE S 02°03'02" E, 400.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5, THENCE N 88°06'30" E ON SAID NORTH LINE, 125.20 FEET TO THE POINT OF BEGINNING, CONTAINING 2.13 ACRES, MORE OR LESS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE EFFECTIVE DATE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 21-34 was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

16. ORDINANCES ON SECOND READING:

- 16.A. Ordinance No. 21-29 amending Section 111.02 of Chapter 111 of Title XI of Columbus City Code regarding the occupation tax on liquor licenses, amending Section 112.15 of Chapter 112 of Title XI of Columbus City Code regarding prohibitions on consumption of alcohol, and amending Chapter 112 of Title XI by adding Section 112.20 through 112.25 relating to entertainment districts.** On its second reading, Ordinance No. 21-29 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 111.02 OF CHAPTER 111 OF TITLE XI OF THE COLUMBUS CITY CODE REGARDING THE OCCUPATION TAX ON LIQUOR LICENSES; AMENDING SECTION 112.15 OF CHAPTER 112 OF TITLE XI OF THE COLUMBUS CITY CODE REGARDING PROHIBITIONS ON CONSUMPTION OF ALCOHOL; AND, AMENDING CHAPTER 112 OF TITLE XI OF THE COLUMBUS CITY CODE BY ADDING SECTION 112.20 THROUGH 112.25 RELATING TO ENTERTAINMENT DISTRICTS; AND, TO REPEAL ALL OTHER CONFLICTING ORDINANCES OR PORTIONS THEREOF IN CONFLICT

HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND, TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM was read by number only.

17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 18.A. **ARL Credit Services.** ARL Credit Services - Service \$19.95. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:37 p.m.

Presented and approved this 4 day of October, 2021.

MAYOR

ATTEST:

CITY CLERK

4.B. Purchase from Electronic Engineering and Motorola Solutions in the amount of \$100,830 for portable radios for police department.

**Columbus Police Department
Memorandum
For Record**

DATE: September 27, 2021

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Purchase

RECOMMENDATION:

Approve this purchase of 15 new APX 8000 Series portable radios for \$100,830. These portable radios are to complete our radio upgrade.

DISCUSSION:

Attached you will find a bid from Electronic Engineering and Motorola for the purchase 15 new APX 8000 series portable radios. The bid is for \$100,830 for all 15 radios, spare batteries and changers. As you may recall we are in the process of upgrading our portable radio coverage within the City Limits of Columbus. We have purchased and issued out 28 portables in the last budget year to all uniformed officers. This purchase will equip all CSTs, investigators, command staff; additional officers hired and have a couple of spares for use when radios are in for repairs.

FISCAL IMPACT:

This money is available in our 2021-2022 CIP New radio budget.

ALTERNATIVES:

Wait until next year.

SIGNATURE:

By:



Douglas M. Molczyk – Police Captain

Approved:



Charles Sherer – Chief of Police

Approved:



Heather Lindsley – Finance Director

Approved:



Tara Vasicek – City Administrator



COLUMBUS POLICE DEPT, CITY OF

08/31/2021

08/31/2021

COLUMBUS POLICE DEPT, CITY OF
2330 14TH ST
COLUMBUS, NE 68601

Dear Douglas Molczyk,

Motorola Solutions is pleased to present COLUMBUS POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUMBUS POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Paul Slinger at pslinger@connectingyou.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Paul Slinger

Motorola Solutions Manufacturer's Representative

Billing Address:
 COLUMBUS POLICE DEPT,
 CITY OF
 2330 14TH ST
 COLUMBUS, NE 68601
 US

Quote Date:08/31/2021
 Expiration Date:11/29/2021
 Quote Created By:
 Paul Slinger
 pslinger@connectingyou.com

End Customer:
 COLUMBUS POLICE DEPT, CITY OF
 Douglas Molczyk
 douglas.molczyk@columbusne.us
 402-564-3201

Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	15	\$6,795.00	\$4,756.50	\$71,347.50
1a	H869BW	ENH: MULTIKEY	15	\$330.00	\$231.00	\$3,465.00
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	15	\$515.00	\$360.50	\$5,407.50
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	15	\$121.00	\$121.00	\$1,815.00
1d	QA00631AB	ADD: DVRS PSU ACTIVATION	15	\$100.00	\$70.00	\$1,050.00
1e	H35BT	ADD: CONVENTIONAL OPERATION	15	\$800.00	\$560.00	\$8,400.00
1f	Q629AH	ENH: AES ENCRYPTION AND ADP	15	\$475.00	\$332.50	\$4,987.50
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	15	\$163.00	\$114.10	\$1,711.50
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	15	\$157.00	\$109.90	\$1,648.50
4	PMMN4084A	AUDIO ACCESSORY- HEADSET,PLUS RSM NC IP54 THRD 3.5MM JACK RX	15	\$95.00	\$66.50	\$997.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

\$100,830.00(USD)

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

4.C. Purchase of three vehicles in the total amount of \$119,343 for police department from Nebraska state bid contract.

**Columbus Police Department
Memorandum
For Record**

DATE: September 27, 2021

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: 2021/2022 Budget for Police Vehicle Purchase

RECOMMENDATION:

The Police Department budgeted three (3) police vehicles this fiscal year as part of the scheduled rotation for the front line fleet vehicles; 3-Police Utility Vehicles. After careful consideration, the Department's Emergency Vehicle Operator Instructors have recommended the department pursue the Ford Midsize Police Utility Vehicle.

I concur and endorse their recommendation and would urge the approval of the vehicle specifications for the Midsize Police Utility Vehicle; 5 Passenger (All Wheel Drive) Ford Interceptor and a Police Responder.

In accordance with our replacement schedule, I would recommend the purchase of 3 Ford Explorers from the State Contract #15096 OC through Anderson Ford in Lincoln, Nebraska. These contracts were awarded by the Nebraska Department of Administrative Services.

DISCUSSION:

Pursuant to the logistical plan for Police Fleet rotation, the Police Department will purchase three new front line vehicles and rotate those replaced units to other assignments within the department/city in accordance with our replacement schedule and sell/auction the oldest units in the fleet. To accomplish that task, we are recommending the purchase of these units through the Nebraska Department of Administrative Services (NDAS), Contract 15418 OC. This contract is specific to Police Pursuit SUVs attached for your inspection/review.

The Nebraska Department of Administrative Services is responsible for approving specifications and awarding contracts for vehicles sought under State Bid pricing. This year the only contracted base price for the Midsize, 5 passengers, Police Utility Vehicle is \$34,496 for the Ford Explorer. With our selected options, the final purchase price from Anderson Ford is \$39,781 for each (3) SUV. I have verified that amount with the sales representative at Anderson Ford (Lincoln).

Base cost is	\$34,496
Eco boost	\$ 4,595
Deep tint	\$ 395
Blue Tooth	\$ 295

Total	\$39,781 each
X	3

Total price \$119,343 to Anderson Ford.

Additional emergency & communications equipment; interior equipment; striping and labor setup will come in a separate bid.

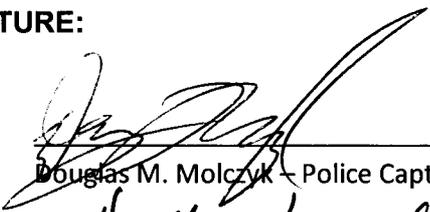
FISCAL IMPACT:

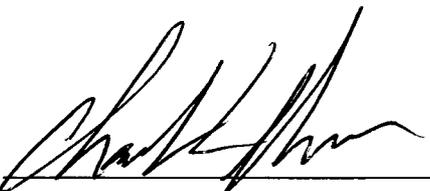
The new fleet vehicles a part of the 2021-2022 budget and will be paid for by Sales Tax revenue.

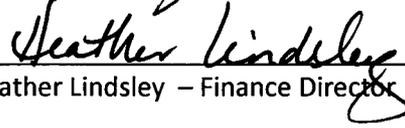
ALTERNATIVES:

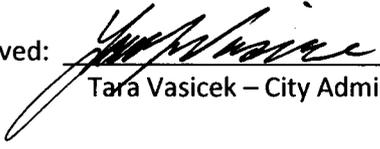
Don't purchase the new front line vehicles and continue to utilize existing units; increased labor & maintenance costs due to aging fleet.

SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

STATE OF NEBRASKA CONTRACT AMENDMENT

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

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

PAGE 1 of 4	ORDER DATE 03/10/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

THE CONTRACT PERIOD IS:

MARCH 04, 2021 THROUGH MARCH 03, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

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

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

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

Original/Bid Document 6363 OF, ATTACHMENT "E-1"

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZED UTILITY VEHICLES to the State of Nebraska as per the attached specifications for the contract period March 04, 2021 through March 03, 2022.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD POLICE INTERCEPTOR UTILITY

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(MH 3/2/21)

Amendment one as attached. (03/10/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85	20.0000	EA	34,496.0000

DocuSigned by: Christina Kelly 3/12/2021
 DocuSigned by: [Signature] BUYER 3/16/2021
 EL ADMINISTRATOR

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

STATE OF NEBRASKA CONTRACT AMENDMENT

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

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 2 of 4		ORDER DATE 03/10/21	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19			
2	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES E15 COMPLIANT MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19	20.0000	EA	34,496.0000
	PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS			
	OPTIONS:			
3	ENGINE (OTHER) 3.3L V6 HYBRID	20.0000	EA	3,895.0000
4	ENGINE OPTION 3.0L ECOBOOST	20.0000	EA	4,595.0000
5	CLOTH REAR SEATS: (DEDUCT)	20.0000	EA	-40.0000
6	COURTESY LAMP DISABLED: (DEDUCT)	20.0000	EA	-10.0000
7	FRONT AND REAR FLOOR MATS (DEDUCT)	20.0000	EA	-35.0000
8	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20.0000	EA	395.0000
9	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20.0000	EA	-150.0000
10	DUAL SIDE SPOTLIGHT:	20.0000	EA	625.0000

DS
CK
BUYER INITIALS

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

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

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 3 of 4	ORDER DATE 03/10/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
11	SPOTLIGHT WITH WHITE LED LIGHTING:	20.0000	EA	395.0000
12	DOME LIGHT/COURTESY LAMP, INSTALLED (DEDUCT)	20.0000	EA	-25.0000
13	UNDER HOOD LIGHT: (DEDUCT)	20.0000	EA	-10.0000
14	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45-DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
15	POLICE PREP PACKAGE NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
16	100-WATT SIREN SPEAKER (DEDUCT) a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKETS. b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-100.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO	20.0000	EA	195.0000
18	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT (DEDUCT)	20.0000	EA	-299.0000
19	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. b. INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY-DUTY FUSE AND, AT A MINIMUM, ONE (1) GUAGE CABLE.	20.0000	EA	-350.0000

DS
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BUYERS ORIGINALS

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

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

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 4 of 4		ORDER DATE 03/10/21	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 503856			

CONTRACT NUMBER
15418 OC
E85 AWARD AND SECONDARY
E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA-JONES AUTO	20.0000	EA	495.0000
21	ALTERNATING HEADLIGHT FLASHER (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-200.0000
22	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE.	20.0000	EA	2,495.0000
23	MANUFACTURER'S WIRELESS BLUETOOTH TECHNOLOGY AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS.	20.0000	EA	295.0000
24	STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST)	10,000.0000	\$	0.0000
25	EXTRA COST PAINT: (ATTACH EXTRA COST PAINTS LIST)	10,000.0000	\$	0.0000
26	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA	1.0000	MI	2.0000

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)

DS
CK
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AMENDMENT ONE
Contract 15418 OC
2021 OR Current Production Year
Police All Wheel Drive (AWD) 5 Passenger Mid-Sized Utility Vehicles
for the State of Nebraska
Between
The State of Nebraska and Anderson Ford Lincoln

This Amendment (the "Amendment") is made by the State of Nebraska and Anderson Ford Lincoln, parties to Contract 15418 OC (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon Execution by both parties as follows:

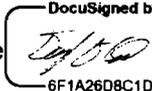
1. Lines 4, 17 and 20 are hereby replaced and superseded by:

Line	Description	Unit of Measure	Unit Price
4	ENGINE OPTION 3.0L ECOBOOST	EA	\$ 4,595.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO	EA	\$ 195.0000
20	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA-JONES AUTO	EA	\$ 495.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

DocuSigned by:
Signature:  _____
6F1A26D8C1D24BC...

Name: Doug Carlson

Title: Materiel Administrator

Date: 3/10/2021

Contractor: ANDERSON FORD LINCOLN

DocuSigned by:
Signature:  _____
C4B8FD063FF14C6...

Name: Bobby Colclasure

Title: Fleet Director

Date: 3/9/2021

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 1 of 4	ORDER DATE 03/02/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

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

MARCH 04, 2021 THROUGH MARCH 03, 2022

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

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

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

Original/Bid Document 6363 OF, ATTACHMENT "E-1"

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZED UTILITY VEHICLES to the State of Nebraska as per the attached specifications for the contract period March 04, 2021 through March 03, 2022.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD POLICE INTERCEPTOR UTILITY

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(MH 3/2/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85 MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY	20.0000	EA	34,496.0000

DocuSigned by:
Christina Kelly :1
DocuSigned by:
[Signature] YER 3/2/2021
ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 2 of 4	ORDER DATE 12/01/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES E15 COMPLIANT MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19	20.0000	EA	34,496.0000

PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

OPTIONS:

3	ENGINE (OTHER) 3.3L V6 HYBRID	20.0000	EA	3,895.0000
4	ENGINE OPTION 3.0L ECOBOOST (DEDUCT)	20.0000	EA	-4,595.0000
5	CLOTH REAR SEATS: (DEDUCT)	20.0000	EA	-40.0000
6	COURTESY LAMP DISABLED: (DEDUCT)	20.0000	EA	-10.0000
7	FRONT AND REAR FLOOR MATS (DEDUCT)	20.0000	EA	-35.0000
8	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20.0000	EA	395.0000
9	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20.0000	EA	-150.0000
10	DUAL SIDE SPOTLIGHT:	20.0000	EA	625.0000
11	SPOTLIGHT WITH WHITE LED LIGHTING:	20.0000	EA	

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STATE OF NEBRASKA CONTRACT AWARDState Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508Telephone: (402) 471-6500
Fax: (402) 471-2089**CONTRACT NUMBER**
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 3 of 4	ORDER DATE 12/01/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
12	DOME LIGHT/COURTESY LAMP, INSTALLED (DEDUCT)	20.0000	EA	-25.0000
13	UNDER HOOD LIGHT: (DEDUCT)	20.0000	EA	-10.0000
14	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45-DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
15	POLICE PREP PACKAGE NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
16	100-WATT SIREN SPEAKER (DEDUCT) a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKETS. b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-100.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO (DEDUCT)	20.0000	EA	-195.0000
18	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT (DEDUCT)	20.0000	EA	-299.0000
19	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. b. INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY-DUTY FUSE AND, AT A MINIMUM, ONE (1) GUAGE CABLE.	20.0000	EA	-350.0000



BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 4 of 4	ORDER DATE 12/01/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA-JONES AUTO (DEDUCT)	20.0000	EA	-495.0000
21	ALTERNATING HEADLIGHT FLASHER (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-200.0000
22	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE.	20.0000	EA	2,495.0000
23	MANUFACTURER'S WIRELESS BLUETOOTH TECHNOLOGY AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS.	20.0000	EA	295.0000
24	STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST)	10,000.0000	\$	0.0000
25	EXTRA COST PAINT: (ATTACH EXTRA COST PAINTS LIST)	10,000.0000	\$	0.0000
26	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA	1.0000	MI	2.0000

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)

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State of Nebraska - INVITATION TO BID CONTRACT

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

Telephone: 402-471-8500
Fax: 402-471-2089

Date	01/14/21	Page	1 of 1
Solicitation Number	6363 OF		
Opening Date and Time	01/27/21	2:00 PM	
Buyer	CHRISTIE KELLY/BRENDA SENSIBAUGH (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE VEHICLES FFV E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(9/29/20 MH)

INVITATION

REFER TO ATTACHMENT "A" TO BID ON POLICE FULL SIZE REER WHEEL DRIVE RWD SEDANS FFV E85

REFER TO ATTACHMENT "B" TO BID ON POLICE FULL SIZE AWD SEDANS FFV E85

REFER TO ATTACHMENT "C" TO BID ON POLICE LARGE FOUR WHEEL DRIVE (4WD) 5 PASSENGER SSV'S FFV E85

REFER TO ATTACHMENT "D" TO BID ON POLICE FOUR WHEEL DRIVE (4WD) 5 PASSENGER PPV'S FFV E85

REFER TO ATTACHMENT "E" TO BID ON POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85

REFER TO ATTACHMENT "F" TO BID ON POLICE HALF TON CREW CAB 4X4 (4) DOOR SSV TRUCKS FFV E85

BIDDER CAN SUBMIT A BID ON ANY OR ALL OF THE POLICE VEHICLES BEING SOLICITED BY SUBMITTING THE APPROPRIATE ATTACHMENT(S)

THIS FORM MUST BE COMPLETED AND ATTACHED TO EACH BID SUBMISSION

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Bobby Colclasure
Here (Authorized Signatory MANDATORY - MUST BE SIGNED IN AN INDELIBLE MANNER)

Enter Contact Information Below

VENDOR# _____
VENDOR: Anderson Ford of Lincoln
Address: 2500 Wildcat Dr.
Lincoln, NE 68521

Contact Bobby Colclasure
Telephone 402-617-4521
Facsimile N/A
Email bobby.c@andersonautograp.com

ATTACHMENT "E"
2021 OR CURRENT PRODUCTION YEAR
POLICE MID-SIZE UTILITY VEHICLES ALL WHEEL DRIVE (AWD) 5 PASSENGER
STATE OF NEBRASKA
TECHNICAL SPECIFICATIONS
ITB #: 6363 OF

BIDDER'S NAME: Anderson Ford of Lincoln

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a Commodity contract, for the purpose of selecting qualified Vendor(s) to provide 2021 Or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger:

NOTE: BECAUSE GENERAL MOTORS, FIAT CHRYSLER, AND FORD MOTOR COMPANY HAD NOT RELEASED THEIR COMPLETE LINE OF MINIMUM SPECIFICATIONS AT THE TIME THESE SPECIFICATIONS WERE DEFINED; THE MINIMUM SPECIFICATIONS ARE BASED OFF THE MANUFACTURER'S 2020 SPECIFICATIONS.

A more detailed description can be found in the corresponding ITB. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Bidder (Parties). The State reserves the right to extend the period of this contract beyond the expiration, for half of the initial Contract term, when mutually agreeable to the Parties.

*****PLEASE ENSURE THE BIDDER'S NAME AND ITB NUMBER IS ENTERED IN THE HEADER SECTION OF EVERY PAGE OF THIS DOCUMENT*****

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's bid or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all bids or responses received regarding this solicitation will be posted to the SPB public website.

These postings will include the entire bid. Bidder(s) must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously, must be manually signed in an indelible manner, or by DocuSign, with the words "PROPRIETARY INFORMATION", or if submitting the bid electronically, as a separate electronic file that is titled "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. BIDS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or bid for this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract or who submits a bid for this solicitation, specifically waives any copyright or other protection the contract or bid for the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid for this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the bid being found nonresponsive and rejected.

Any entity awarded a contract or submitting a bid for the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or bids for the solicitation, awards, and other documents.

ATTACHMENT "E"
2021 OR CURRENT PRODUCTION YEAR
POLICE MID-SIZE UTILITY VEHICLES ALL WHEEL DRIVE (AWD) 5 PASSENGER
STATE OF NEBRASKA
TECHNICAL SPECIFICATIONS
ITB #: 6363 OF

BIDDER'S NAME: Anderson Ford of Lincoln

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Using Agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts, which are based on competitive bids, will be awarded according to the provisions in the solicitation.

Best and Final Offer: In a competitive bid, the final offer submitted which contains contractor's most favorable terms for price.

Bid: An offer or quote submitted by a vendor in a response to a written solicitation.

Bidder: A Vendor who submits a bid in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Monday through Friday, excluding Saturdays and Sundays and State/Federal holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a bid, purchase order or contract without expectation of conducting or performing at a later time.

Catalog: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) are not based on Catalog items.

Central Processing Unit: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides Amendments to an executed purchase order.

Collusion: An agreement or cooperation between two (2) or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, goods or supplies; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two (2) or more commercial interests to obtain the same business from third parties.

ATTACHMENT "E"
2021 OR CURRENT PRODUCTION YEAR
POLICE MID-SIZE UTILITY VEHICLES ALL WHEEL DRIVE (AWD) 5 PASSENGER
STATE OF NEBRASKA
TECHNICAL SPECIFICATIONS
ITB #: 6363 OF

BIDDER'S NAME: Anderson Ford of Lincoln

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two (2) or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract, which includes, but not limited to, contract signing, contract Amendments and any necessary legal actions.

Contract Management: The management of day-to-day activities at the Agency, which includes but not limited to, ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

Cooperative Purchasing: The combining of requirements of two (2) or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Core List: Items specifically listed on the solicitation upon which a bid is evaluated for award.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Vendor.

Cut Off Dates: Model Year Order "Cut Off Dates", as defined by SPB, as the last day on which the Vendor will accept a purchase order for an awarded model due to manufacturer production scheduling.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the Terms and Conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining a bid after opening to determine the Vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the bid that relate to determination of a successful award.

Evaluation Committee: Committee(s) appointed by the requesting Agency that advises and assists the procuring office in the evaluation of bids (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the Agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

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BIDDER'S NAME: Anderson Ford of Lincoln

Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a Vendor who has timely submitted a bid in connection with the award in question, to DAS or another designated Agency with the intention of achieving a remedial result.

Installation Date: The date when the procedures described in "Installation by Vendor", and "Installation by State", as found in the solicitation, or contract are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids.

Invitation to Bid: A written solicitation utilized for obtaining competitive bids for Goods and/or Services.

Late Bid: A bid received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software, which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted, and used to express possibility.

Model Year Order Cut Off Dates: See "Cut Off Dates".

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See "Mandatory".

National Institute for Governmental Purchasing: Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an Agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using Agency, or time limitations by the DAS, SPB.

Opening Date and Time: Specified date and time for the public opening of properly received bids both in electronic and paper form.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process, which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center: Electronic procurement system of record.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact: The person designated to receive communications and to communicate.

Pre-Bid Conference: A meeting scheduled for the purpose of clarifying a bid and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

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Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest: See "Grievance".

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Quote: See "Bid".

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Vendor.

Release Date: The date of public release of the ITB to seek bids.

Request for Information: A general invitation to Vendor is requesting information for a potential future solicitation. The Request for Information is typically used as a research and information gathering tool for preparation of a solicitation.

Responsible Vendor: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Vendor: A Vendor who has submitted a bid, which conforms to all requirements of the solicitation document.

Shall: See "Mandatory".

Should: Expected, suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function or is represented by the Vendor as functioning or being capable of functioning, as an entity.

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations, which are still executory on both sides, are discharged but any right based on prior breach or performance survives.

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

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Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using Agency and submitted to SPB documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See "Mandatory".

Work Day: See "Business Day".

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ACRONYM LIST

ACH: Automated Clearing House

ARO: After Receipt of Order

BAFO: Best and Final Offer

CCA: Cold Cranking Amps

CPU: Central Processing Unit

DAS: Department of Administrative Services

e-CFR: Electronic Code of Federal Regulations

EFT: Electronic Fund Transfer

FOB: Free on Board

GVWR: Gross Vehicle Weight Rating

ISO: International Organization for Standardization

ITB: Invitation to Bid

MA: Master Agreement

MSRP: Manufacturer's Suggested Retail Price

NDOT: Nebraska Department of Transportation

NIGP: National Institute for Governmental Purchasing

PDI: Pre-Delivery Inspection

POC: Point of Contact

RFI: Request for Information

SAE: Society of Automotive Engineers

SPB: State Purchasing Bureau

TSB: Transportation Services Bureau

UHF: Ultrahigh Frequency

UNL: University of Nebraska Lincoln

VHF: Very High Frequency

VIN: Vehicle Identification Number

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BIDDER'S NAME: Anderson Ford of Lincoln

*****PLEASE CONFIRM THE BIDDER'S NAME AND ITB # IS ENTERED IN THE HEADER SECTION OF EVERY PAGE OF THIS DOCUMENT*****

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit bids from qualified Vendors who will be responsible for providing 2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger at a competitive and reasonable cost.

Bids shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Vendors are expected to carefully examine the Master Agreement Terms and Conditions, all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The POC for the procurement is as follows:

ITB # 6363 OF, Attachment "E"
 Name: Christie Kelly/Brenda Sensibaugh, Buyers
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Vendor is limited to the POC. After the Intent to Award is issued, the Vendor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this bid. The POC will issue any answers, clarifications or Amendments regarding this bid in writing. Only the SPB or the awarding Agency can award a contract. Vendors shall not have any communication with or attempt to communicate or influence any evaluator involved in this bid.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the Schedule of Events or an event scheduled later by POC; and,
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a Vendor's Bid, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted; however, dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release ITB:	January 14, 2021
2	Last Day to Submit Written Questions: Upload electronic <u>Question</u> submissions for <u>6363 OF Attachment "E"</u> via ShareFile to: https://nebraska.sharefile.com/r-rece77f62add64b8bbf922854ddaa548a	January 19, 2021

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ACTIVITY	DATE/TIME
<p>3 State Responds to Written Questions through an Addendum to be posted to the internet at: https://das.nebraska.gov/materiel/bidopps.html#VehicleContracts</p>	January 22 2021
<p>4 Electronic Bid Opening via Zoom Meeting: Electronically submitted bids are being accepted due to the challenges of COVID-19.</p> <p>Upload electronic Bid submissions for 6363 OF Attachment "E" via ShareFile to: https://nebraska.sharefile.com/r-r592d1966b8fd455e821ced3de06ec2ca</p> <p>IT IS THE BIDDERS' RESPONSIBILITY TO ENSURE ALL BIDS SHALL BE SUBMITTED AND RECEIVED BY THE DATE AND TIME INDICATED IN THE SCHEDULE OF EVENTS FOR EACH BID SUBMITTED.</p> <p>Zoom Meeting information: https://us02web.zoom.us/j/7318536781?pwd=cHRFNjZrZzBwSitlVDZSQytEa2Zwdz09</p> <p>Meeting ID: 731 853 6781</p> <p>Passcode: 4Gkv2t</p>	January 27, 2021 2:00 p.m. Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision should be submitted electronically to SPB via ShareFile and clearly titled "ITB Number 6363 OF Attachment "E"; 2021 or Current Model Year Police Mid-Size Utility Vehicles AWD 5 Passenger Questions". The POC is not obligated to respond to questions are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is, or might be, developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

Each bid will have an individual ITB Number and Attachment Letter (i.e. 1234 OF Attachment "E", etc.) in each bid. Bidders are to be sure to upload their Questions and Answers to the correct ShareFile link listed in the bid.

Questions should be uploaded using the following ShareFile link:
<https://nebraska.sharefile.com/r-rece77f62add64b8bbf922854ddaa548a>

It is recommended the Bidder submit questions using the following format:

ITB Section Reference	ITB Page Number	Question

Answers will be provided through an Addendum to be posted on the internet at <https://das.nebraska.gov/materiel/bidopps.html#> as shown in the "Schedule of Events".

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II. MASTER AGREEMENT (MA) TERMS AND CONDITIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
PS			

*****THE MASTER AGREEMENT (MA) TERMS AND CONDITIONS APPLY TO THIS ITB*****

- A.** The MA Terms and Conditions have been read carefully and are fully understood. All exceptions to the MA Terms and Conditions must be written on, or attached to, the MA Terms and Conditions. **Any noncompliance with any single specification can void your bid.** The Bid must be manually signed in an indelible manner, or by DocuSign, and unit price complies with the given unit of measure.

The MA Terms and Conditions are located at:
<https://das.nebraska.gov/forms/index.html#mat>

Please note that the MA Terms and Conditions must be manually signed in an indelible manner, or by DocuSign and submitted to SPB on or before the bidder submits their first bid for the **2021 Vehicle Season**. Once submitted for the **2021 Vehicle Season** the MA Terms and Conditions are valid for every bid submitted for any category of Vehicle during this cycle.

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III. SUBMISSION OF BIDS

- A. The State is accepting electronically submitted bids for 2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger.**

It is the Bidders' responsibility to ensure their bid(s) have been submitted and received by the date and time indicated in the "Schedule of Events" for **2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger**.

LATE BIDS ARE UNACCEPTABLE

The State shall not incur any liability for any costs incurred by the Bidder in replying to the **2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger** bid, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

The ITB document must be manually signed in an indelible manner, or by DocuSign, and returned by the Bid Opening date and time, along with any other required documents as stated in the **2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger**, in order for the bidder's ITB to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to the **2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger** bid to include Addenda and/or Amendments issued prior to the Opening Date.

The Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.html#VehicleContracts>

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as nonresponsive.

By signing the ITB, the Bidder guarantees compliance with the provisions stated in the **2021 or Current Production Year Police Mid-Size Utility Vehicles AWD 5 Passenger Bid(s)**.

1. ELECTRONICALLY UPLOADING BID(S) TO SHAREFILE

- a. Bidders should upload bid(s) via ShareFile Link to:**
<https://nebraska.sharefile.com/r-rb6ad89fec68a4748a75c6bf05c444312>.
- b. Each bid will have an individual ITB Number and Attachment Letter (i.e. 1234 OF Attachment "E", etc.) in each bid. Bidders are to be sure to upload their Bid(s) to the correct ShareFile link listed in the bid.**
- c. Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible, but Microsoft Edge is not.**
- d. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address so that the bidder will receive a confirmation email confirming the successful upload directly from ShareFile.**

2. OTHER BID DOCUMENTS TO UPLOAD TO SHAREFILE

- a. Any Proprietary information (if applicable) should be uploaded as separate and distinct files.**
- b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify each submission separately (see "Electronic ITB File Names" below).**
- c. It is the Bidder's responsibility to submit the Electronic Bid(s) and be received by the date and time of the Bid Opening indicated in the Schedule of Events.**
- d. No late Bids will be accepted.**
- e. Hardware, software, internet, user, or electronic issues will not excuse a late bid.**

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3. ELECTRONIC ITB FILE NAMES

- a. The Bidder should clearly identify the uploaded ITB files.
- b. **Do not submit bid/bid documents more than 30 days prior to the Bid Opening. Once the bid/bid documents are uploaded they are only available for 30 days.**
- c. **DO NOT ADD any language to the naming conventions below.** Long titles can make the files difficult to work with. Consistency is key.
- d. **The Bid and Bid Document(s) should be submitted as one (1) complete packet using the following naming convention:**
 - "6363 OF Attachment "E" <<NAME OF BIDDER>>"
 - i. **The only exception to submitting only one (1) complete bid packet is if any "Proprietary Documentation" is to accompany the Bid. In the instance that "Proprietary Information" is submitted with the bid the documentation shall be uploaded as separate and distinct file(s) and use the following naming convention:**
 - o "6363 OF Attachment "E" <<NAME OF BIDDER>>-Proprietary Documentation"
- e. **If multiple different Bids are submitted for the same ITB Number and Attachment Letter (Le. 1234 OF Attachment "E") please use the following naming convention:**
 - "6363 OF Attachment "E" <<NAME OF BIDDER>> Bid 1"
 - "6363 OF Attachment "E" <<NAME OF BIDDER>> Bid 2"
 - "6363 OF Attachment "E" <<NAME OF BIDDER>> Bid 3", etc.

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IV. BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award.

A "YES" response means the bidder guarantees they can meet this condition.

A "NO" response means the bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the "NOTES/COMMENTS" section explaining, in detail, any deviation from the bidder's ability to meet the condition, and an explanation of how the alternative would be determined to be acceptable to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska will determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

A. MANUFACTURER'S MINIMUM SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Because General Motors, Fiat Chrysler, and Ford Motor Company had not released their complete line of Minimum Specifications at the time these specifications were defined, the Minimum Specifications are based off the Manufacturer's 2020 specifications.
NOTES/COMMENTS:			

B. PART 571-FEDERAL MOTOR VEHICLE SAFETY STANDARDS

YES	NO	NO & PROVIDE ALTERNATIVE	*The Federal Standards and Regulations in this section are in addition to the specifications below*
X			1. All vehicles bid must meet the Regulations and Safety Standards found in the e-CFR links below:
X			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&tpl=/ecfrbrowse/Title49/49cfrv6_02.tpl#500
X			https://www.ecfr.gov/cgi-bin/text-idx?SID=0c73b334368cc70bade7eade2cfc7e3d&mc=true&node=pt49.6.571&rqn=div5
NOTES/COMMENTS:			

C. MODEL YEAR ORDER "CUT-OFF" DATES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Model Year Order "Cut-Off" dates, as defined by SPB, as the last day on which the Vendor will accept a purchase order for an awarded model due to manufacturer production scheduling.
X			2. "Cut Off" dates that fall within the initial six (6) months of an awarded contract may be an award consideration.

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X			3. The bidder is to provide, with their bid, all known Model Year "Cut-off" date(s).
X			4. Please list all known "Cut Off" dates in the "NOTES/COMMENTS" section below.
X			5. After Award, the Vendor is responsible for providing "Cut Off" date(s) and their corresponding Contract Number(s) to SPB immediately.
X			a. Submit "Cut Off" dates by email to as.materiel purchasing@nebraska.gov
X			6. Failure to provide Model Year "Cut Off" date information, in the fashion requested, may result in a breach of contract
NOTES/COMMENTS:			

D. CAB

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Fully insulated headliner.
X			2. Seats:
X			a. Driver and Passenger seats to be power adjustable with adjustable power and manual lumbar supports.
X			b. Driver and Passenger seats to be of Manufacturers heavy-duty construction, guaranteed not to break down before 36,000 miles.
X			c. Driver and Passenger seat coverings to be cloth treated or of such composition to eliminate static electricity.
X			d. Passenger Seat to be bucket seat to be power adjustable with power/manual lumbar adjustments
X			e. Second Row Seating shall be folding 60/40 or 35/30/35 split style with cloth coverings and head restraints for outboard seats.
X			f. Floor console shall not be included. If a floor console is included, it must be disabled or removed.
X			3. Aftermarket Console Mounting Plates must be Manufacturer or Dealer installed.
X			4. Approved tinted safety glass shall be in all doors, windows, and windshields.
X			5. Glass shall be free of optical deviation and visibility distortions.
X			6. Automatic Speed Control.
X			7. Dual, padded sun visors included.
X			8. Heavy duty vinyl front and rear floor mats required.
X			9. Please refer to section 571.111 of the Federal Motor Vehicle Safety Standards for Rearview Mirror specifications.
X			10. Manufacturer's electrically operated windshield wipers with multiple speeds and intermittent or delay capability.

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X			11. Interior mirrors to be adjustable and have day and selector, non-glare night tabs.
X			12. Dual exterior power mirrors to be mounted on the left and right sides of the vehicle.
X			13. Best grade factory installed air-conditioning, manually controlled, to include all items in the factory package.
X			14. Please refer to section 571.209 of the Federal Motor Vehicle Safety Standards for seat belt requirements.
X			15. Factory installed fresh air type heater with dual defrosters.
X			16. Manufacturer's rear window defroster.
X			17. Standard production heat and sound insulation to be provided.
X			18. Manufacturer's AM/FM stereo with USB port, Auxiliary Jack and CD player with shielding or be equipped with a suppressor to prevent two-way radio interference required.
X			19. Airbags:
X			a. Front seat mounted side impact airbags on both driver and passenger sides.
X			b. Front and Rear head curtain side impact air bags for all outboard seating positions.
X			20. Manufacturer's wireless Bluetooth technology and connectivity to allow hands-free, push button or voice command operations.
X			21. Manufacturer's keyless remote entry power locking system.
X			22. Three (3) fully functional sets of keys and two (2) FOB's to enter and operate vehicle.
X			23. Rear vision camera and rear sensing device installed.
NOTES/COMMENTS:			

E. BODY OR BOX (DEPENDING ON TYPE OF VEHICLE)

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Body color and interior trim to be selected from manufacturer's standard colors (NOTE: attached color charts are considered "Manufacturer's Colors" with no extra charge unless specified on color chart in the options).
X			2. Protective side moldings required; aftermarket moldings not acceptable.
X			3. Standard horn required.
X			4. Full factory undercoating required.
X			5. Dealer's extra undercoating not required unless necessary to meet factory standards.

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X			6. Largest gallon fuel tank available from factory. Please specify tank size per gallon in the "NOTES/COMMENTS" section below.
X			7. Gas Cap placed inside fuel filler door release. NO key locking type gas cap.
X			8. Vehicles shall have a minimum of 16 cubic feet cargo capacity accessible through the trunk lid only and I/P Ignition Powered. The deck lid release is to be placed inside the driver's compartment.
X			9. Vehicle shall be equipped with front and rear license plate brackets.
X			10. Speedometer:
X			a. Shall be calibrated and geared for accuracy within two (2) miles throughout its entire speed range when installed and operated in the vehicle.
X			b. Speedometers shall read to at least 140 miles per hour.
X			c. Speedometers will be checked by radar or on a dynamometer chosen by the Nebraska State Patrol.
X			d. If the speedometer does not meet the specifications of the Nebraska State Patrol, it will be calibrated to meet specifications at the expense of the awarded bidder.
X			11. Power Outlet.
X			12. Halogen or LED high beam and low beam headlights, parking, dome/courtesy, tail, backup, hazard, cargo and stop lights, front and rear directional turn signals with self-canceling control on the steering column.
X			13. Daytime running lights must not be included. If they are included, they must be disabled or removed.
X			14. Courtesy lamp disabled.
X			15. The hood light switch is to be activated by raising the hood. Dealer installation is acceptable.
X			16. Interior Hood Release placed inside the driver's compartment.
X			17. Drivers side spotlight required.
X			18. Manufacturer's electric power windows.
X			19. Front and rear passenger power door and window locks shall be equipped with a lever to deactivate the interior door and window release which is controlled from the driver position only.
NOTES/COMMENTS: 6. 21.4 gallon fuel TANK / 19.0 gallon w/ hybrid engine.			

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BIDDER'S NAME: Anderson Ford of Lincoln

F. POLICE PREP PACKAGES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Police Prep Package Number One (1):
X			a. Two (2) Clear/White LED Modules vertically mounted at a 45-degree angle to front of vehicle on the push bumper.
X			b. LED's must meet SAE J845, Class One (1) specifications.
X			c. Minimum of three (3) LED's in each module.
X			d. Black bezel with clear lenses.
X			e. Shock and water resistant.
X			f. Leads tagged as such that terminate in trunk/rear cargo area.
X			2. Police Prep Package Number Two (2):
X			a. Two (2) Clear/White LED Modules mounted on either side of the rear license plate on the license plate bracket for two (2) light heads.
X			b. LED's meet SAE J845, Class One (1) specifications.
X			c. Minimum of three (3) LED's in each module
X			d. Black bezel with clear lenses.
X			e. Shock and water resistant.
X			f. Leads tagged as such that terminate in the trunk/rear cargo area.
X			3. Dome/Courtesy Lamp:
X			a. To be centered a minimum of 20" from the top of the windshield to light the driver's area.
X			b. Controlled by rotating headlamp switch to maximum position or by a separate switch (an additional light may be required).
X			4. 100-WATT Siren Speaker:
X			a. Centered on push bumper with specific mounting brackets.
X			b. Code Three (3) Model 3100 or Equivalent.
X			c. Leads tagged as such that terminate in trunk/rear cargo area.
X			5. Auxiliary Battery:
X			a. Dual Purpose AGM Battery with Dual Battery Separator for accessory equipment.

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X			b. Installation to include battery tray and bracket, heavy duty fuse and, at a minimum, one (1) gauge or larger cable.
X			6. Spot Lamp to be mounted on left side of A Pillar.
X			7. Setina PB 400 Push bumper with installation on front of vehicle.
NOTES/COMMENTS:			

G. ENGINE AND DRIVE TRAIN

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum Engine size of 3.3L.
X			2. Transmission:
X			a. Fully automatic
X			b. Heavy Duty
X			c. Four (4) or Six (6) speed.
X			d. To be equipped with a factory engineered and installed external oil cooler of suitable design to keep the automatic transmission fluid at an efficient temperature.
X			3. Air Cleaner.
X			4. Oil Filter.
X			5. Thermostat as recommended by Manufacturer for permanent-type antifreeze.
X			6. All vehicles shall be protected to 34 degrees below zero Fahrenheit by permanent ethylene glycol base antifreeze that meets or exceeds the Manufacturer's specifications for the weather conditions in which the vehicle will travel and be stored.
X			7. Radiator:
X			a. Heavy duty
X			b. Maximum capacity.
X			c. Coolant recovery system.
X			d. Manufacturer installed standard hose clamps.
X			e. Shall be tagged or marked to indicate the type, brand and degree of protection.

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<input checked="" type="checkbox"/>			8. Manufacturer recommended axle ratio.
NOTES/COMMENTS:			

H. SUSPENSION AND RUNNING GEAR

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Minimum Wheelbase of 119.1".
X			2. Power steering.
X			3. Manufacturer's Tilt steering Wheel/Column.
X			4. Front and Rear Shock Absorbers.
X			5. Heavy duty double action Front and Rear Shock Absorbers.
X			6. Wheel Covers.
X			7. Axle and Springs:
X			a. Manufacturer's independent front suspension and single speed hypoid rear axle, both with spring sizes and axle sizes recommended by the Manufacturer to meet GVWR.
X			b. The axle gear ratios shall be the same in the front and rear axles.
X			c. Front stabilizer bar shall be installed.
X			8. Tires:
X			a. To be equipped with five (5) factory installed, black wall tubeless, all season steel-belted radial tires.
X			b. Speed rating of V and certified for high-speed police pursuit driving.
X			c. To be produced and labeled by a major Manufacturer and factory installed.
X			d. Shall have a 36,000-mile tire rating.
X			9. Wheels:
X			a. Minimum 18" wheels designed for police work.
X			b. Full Wheel Covers.
X			10. Brakes:

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X			a. Four (4)-wheel heavy-duty disc brakes.
X			b. Heavy-duty front and rear calipers.
X			c. Designed so radio transmissions do not interfere with performance of braking system.
X			d. Anti-lock Braking System (ABS).
X			11. Suspension:
X			a. Four (4) wheel independent, heavy duty struts.
X			b. Independent multilink rear with heavy-duty front and rear stabilizer bars suitable for high speed cornering
X			12. Stability Control/Roll Stability systems and Traction control required.
NOTES/COMMENTS:			

I. ELECTRICAL SYSTEM

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Battery:
X			a. Heavy-duty.
X			b. Maintenance-free.
X			c. Highest CCA capacity available from the factory for model bidding. Please specify CCA in the "NOTES/COMMENTS" section.
X			2. Standard Alternator. Please specify amperage rating in the "NOTES/COMMENTS" section.
X			3. Radio Suppression Package Required.
X			4. All components of the vehicle necessary to prevent interference with reception of low band two (2) way mobile radio, factory installed in the vehicle, shall be adequately bonded and grounded.
NOTES/COMMENTS:			
<p>1. c.) 800 CCA / 80 AMP</p> <p>2. 220 AMP</p>			

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J. RADIO FREQUENCY SHIELDING *CAUTION*****

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The chassis and/or installed components and equipment shall be compatible with use of NDOT mobile and/or two (2) way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
X			2. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE/ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
X			3. NDOT will conduct testing of the radio and two (2) way when installed in chassis.
X			4. NDOT will notify Vendor if normal operational parameters cannot be met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment.
X			5. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable by NDOT normal radio operating parameters.
X			6. Vendor shall have 30 days to resolve Radio Frequency Interference issues.
X			7. Vendor and/or Manufacturer will be responsible for all costs to replace and/or modify any parts found to cause Radio Frequency Interference.
X			8. If NDOT and Vendor cannot resolve the source of the Radio Frequency Interference issue, the unit will be sent to an independent accredited lab for testing to ensure SAE/ISO Standards compliance.
X			9. If, after testing by NDOT and/or an accredited lab, the Vendor is unable or unwilling to incur the cost to correct Radio Frequency Interference issue(s) to the satisfaction of NDOT, All Orders and Corresponding Contract(s) Will Be Cancelled.
X			10. Testing shall be performed to SAE/ISO Standards, which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the Vendor shall be responsible for all costs incurred for testing.
NOTES/COMMENTS:			

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K. MISCELLANEOUS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Manufacturer's standard complement of tools, with facilities for storage, is to be provided with each unit.
X			2. Items not listed on the contract, but are required for the ordering Agency's business needs, may be added to the purchase order to complete the purchase of the vehicle. Please contact the awarded bidder for pricing.
X			3. The Vendor should provide a link to a price list and/or catalog for MSRP pricing with the corresponding discount from MSRP. If link is available, please enter it in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

L. SUSTAINABILITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes in the "NOTES/COMMENTS" section.
NOTES/COMMENTS:			

M. DELIVERY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All vehicles shall be delivered FOB Destination to the location on the purchase order in Lincoln, Nebraska in accordance with the Delivery Schedule shown on the purchase order.
X			2. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline.
X			3. Vehicles showing lack of proper Vendor pre-delivery service shall be subject to rejection until the vehicle is properly serviced.
X			4. Factory pre-delivery service is not acceptable.
X			5. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
X			6. Dealer nameplates, decals, etc. shall not be affixed to the vehicle.
X			7. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
X			8. After the vehicle has been fully serviced, the Vendor may deliver it by rail freight, truck transport or driven to the destination.

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			9. Odometer mileage:
X			a. Within a 200-mile radius of Lincoln (less than 200 miles on odometer).
X			b. Outside the 200-mile radius of Lincoln (less than 450 miles on odometer).
X			10. Delivery hours are between 9:00 AM and 3:00 PM, Monday through Friday, except Saturdays, Sundays and all State and Federal holidays.
X			11. Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.
X			12. All deliveries must be scheduled with the Agency Representative.
X			13. The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
X			14. Each vehicle shall be completely checked by the Vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
X			15. A signed copy of the PDI form shall be delivered with all other required documentation.
X			16. Vendors may honor pricing and extend the contract to political subdivisions, cities, and counties. Political subdivisions, cities, and counties must adhere to the terms and conditions of the contract.
X			17. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply may result in the Vendor not being allowed to bid on future vehicle contracts.
X			18. All equipment should accompany the vehicle upon delivery. For example, if the vehicle was ordered with floor mats and two (2) keys it must be delivered with the specified floor mats and two (2) keys.
NOTES/COMMENTS:			

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N. INVOICING/ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Invoices shall describe the vehicle and include at least the VIN, key number and State of Nebraska purchase order number.
X			2. The Vendor shall provide the order number to the Agency within five (5) business days after the Purchase Order has been received. The Vendor shall email, fax, or mail this information to the purchasing Agency.
X			3. Upon acceptance of the purchase order the awarded bidder agrees to abide by any such prospective delivery date.
X			4. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to Agency operational needs and budget. Upon acceptance of the purchase order, the Vendor agrees to abide by any such prospective delivery date.
NOTES/COMMENTS:			

O. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The manufacturer's standard warranty shall apply to each vehicle:
X			a. A minimum warranty of three (3) years, 36,000 miles or the manufacturer's standard warranty, whichever is greater.
X			b. A minimum of five (5) years, 100,000 miles rust warranty.
X			c. Mechanical or body repair under the manufacturer's warranty, prior to the use of the vehicle by the State, shall be the responsibility of the awarded bidder, including the transportation thereof.
X			d. Warranty to be effective from the date of issuance of first assignment.
X			e. The mileage warranty to be effective from the date of issuance of the first assignment with the mileage reading taken from the odometer.
X			f. The awarded bidder will provide warranty activation cards, or delayed warranty forms, with manufacturer mailing information in order to properly activate said warranty.
X			2. Please indicate standard manufacturer's warranties in the "NOTES/COMMENTS" section.
NOTES/COMMENTS: 2. 5 year unlimited mileage for corrosion Perforation. 3 year / 36,000 miles bumper to bumper			

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BIDDER'S NAME: Anderson Ford of Lincoln

P. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the awarded bidder to ensure and satisfy the State of Nebraska that there are factory authorized Vendors, geographically located within the United States of America and the State, who will service and repair the vehicles being submitted for consideration without undue delay.
X			2. It is the responsibility of the Vendor to see that the following Agencies have received, or will receive, Fleet Buyers Guides and Source Books for ordering purposes:
X			a. DAS TSB;
X			b. DAS SPB;
X			c. UNL Transportation Services;
X			d. Game and Parks Commission;
X			e. NDOT; and,
X			f. The Nebraska State Patrol.
X			3. It is the obligation of the State to pay contingent upon the legislative appropriation of funds for that purpose. Should said funds not be appropriated, the State may terminate this agreement. The State will give the Vendor 30 days' written notice of such termination.
X			4. The Vendor must indicate to whom payment is to be made, stating the full name of the company or entity, complete address, and telephone number.
X			5. After a contract is awarded, payment shall only be made as indicated unless written notification is made to DAS SPB requesting an addendum to the contract; which must be done 30 days prior to the delivery of the vehicle. THERE WILL BE NO EXCEPTIONS.
X			6. If a Vendor is interested in EFT payment, please contact the SPB after the contract(s) have been awarded.
X			7. The manufacturer and/or the awarded bidder should allow the State to participate in the manufacturer's service training network (if available). The service training network includes Vendor onsite training, schools and computer-based training when applicable.
NOTES/COMMENTS:			

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Q. EXTENSION OPTION

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the Vendor and the State for 50% or less of the initial contract term, per Neb Rev § 81-1118.
NOTES/COMMENTS:			

R. BID COMPLIANCE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the bid. Noncompliance with any single specification can void your bid. Make sure the Bid is signed and unit price complies with the given unit of measure.
NOTES/COMMENTS:			

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POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
BIDDER'S NAME: Anderson Ford of Lincoln

LINE #	DESCRIPTION	QTY	UOM	UNIT COST
1	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85	20	EA	\$ 34,496
E85=UNITS CAPABLE OF OPERATING ON A FUEL MIXTURE OF UP TO 85% ETHANOL / 15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION				
A SEPARATE BID IS REQUESTED IF BIDDING ALTERNATIVE FUEL VEHICLES. A SEPARATE CONTRACT MAY BE AWARDED.				
WHEELBASE: (MINIMUM OF 119.1")		119.1"		
TIRE SIZE: (MINIMUM OF 18")		18"		
MAKE:		Ford		
MODEL:		Police Interceptor utility		
SERIES, CODE, TRIM LEVEL:		K8A, 500A, PUV		
ENGINE: (MINIMUM SIZE OF 3.3L):		3.3L V6.		
EPA/MPG:		17/23/19		
DELIVERY ARO:		90 Days.		
MSRP: \$		40,080		

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2021 Or CURRENT PRODUCTION YEAR
POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
BIDDER'S NAME: Anderson Ford of Lincoln

LINE #	DESCRIPTION	QTY	UOM	UNIT COST
2	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES E15 COMPLIANT	20	EA	\$ 34,496
E85=UNITS CAPABLE OF OPERATING ON A FUEL MIXTURE OF UP TO 85% ETHANOL / 15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION				
A SEPARATE BID IS REQUESTED IF BIDDING ALTERNATIVE FUEL VEHICLES. A SEPARATE CONTRACT MAY BE AWARDED.				
WHEELBASE: (MINIMUM OF 119.1")		<u>119.1"</u>		
TIRE SIZE: (MINIMUM OF 18")		<u>18"</u>		
MAKE:		<u>Ford</u>		
MODEL:		<u>Police Interceptor Utility</u>		
SERIES, CODE, TRIM LEVEL:		<u>K8A, 500A, PLV</u>		
ENGINE: (MINIMUM SIZE OF 3.3L):		<u>3.3L V6</u>		
EPA/MPG:		<u>17/23/19</u>		
DELIVERY ARO: (NUMBER OF DAYS):		<u>90</u>		
MSRP: \$		<u>40,080</u>		

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<p>The lines below are additional items, referred to as "Options", which are not included in the FFV "Core Item".</p> <p>Bids and further description requests are to be furnished in the specified areas on the lines below.</p> <p>THIS LINE WILL BE REMOVED ON THE FINAL CONTRACT, AS WELL AS ANY "OPTION" LINES WHICH DO NOT APPLY OR BID COSTS AND/OR REQUESTED INFORMATION HAS NOT BEEN PROVIDED.</p>				
3	ENGINE (OTHER) SPECIFY ENGINE SIZE: <u>3.3L V6 Hybrid</u>	20	EA	\$ 3,895
4	CLOTH REAR SEATS: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-40>
5	MANUFACTURER'S 40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLS:	20	EA	\$ N/a
6	COURTESY LAMP DISABLED: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-40>
7	CARPET FLOORING THROUGHOUT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ N/a
8	FRONT AND REAR FLOOR MATS (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-35>
9	SECOND POWER OUTLET:	20	EA	\$ 370.
10	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20	EA	\$ 395
11	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-150>
12	DUAL SIDE SPOTLIGHT:	20	EA	\$ 625
13	SPOTLIGHT WITH WHITE LED LIGHTING:	20	EA	\$ 395
14	DOME LIGHT/COURTESY LAMP, INSTALLED: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-25>
15	UNDER HOOD LIGHT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <-10>
16	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45- DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$ <-99>
17	POLICE PREP PACKAGE NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$ <-99>

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BIDDER'S NAME: Anderson Ford of Lincoln

18	REAR TRUNK COMMUNICATIONS SERVICE TRAY INSTALLED IN THE TRUNK: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <u>N/a</u>
19	100-WATT SIREN SPEAKER (DEDUCT): a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKETS. b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$ <u><-100></u>
20	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$ <u><-299></u>
21	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. b. INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE AND, AT A MINIMUM, ONE (1) GAUGE CABLE.	20	EA	DEDUCTION BID PRICE: \$ <u><-350></u>
22	ALTERNATING HEADLIGHT FLASHER (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$ <u><-200></u>
23	REAR DECK LED (DEDUCT): a. ONE (1) RED AND ONE (1) BLUE, LED MOUNTED ON EACH SIDE OF THE THIRD BRAKE LIGHT. b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATIONS c. MINIMUM OF SIX (6) LED'S IN EACH MODULE. d. BLACK HOUSING WITH CLEAR LENSES. e. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$ <u>N/a</u>
24	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE.	20	EA	\$ <u>2,495</u>
25	MANUFACTURER'S WIRELESS BLUETOOTH TECHNOLOGY AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS.	20	EA	\$ <u>295</u>
26	STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST)	10,000	\$	\$ <u>0.00</u> <u>STD</u>
27	EXTRA COST PAINT: (ATTACH EXTRA COST PAINTS LIST)	10,000	\$	\$ <u>1.00</u> <u>No Charge</u>
28	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)	1	MILE	\$ <u>2.00</u> PER MILE

29. Engine option 3.0L EcoBoost - \$ 4595

30. upgrade Siren speaker to code 3- Jones Auto - \$ 125

31. upgrade auxiliary battery to blue top optima - Jones Auto - \$ 495

2021 POLICE INTERCEPTOR UTILITY COLOR & TRIM AVAILABILITY

Police Interceptor Utility	Police Interceptor Utility	Interior Color Charcoal Black
Cloth Front Buckets / Vinyl Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar) Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Vinyl.	96
Cloth Front Buckets / Cloth Rear	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar). Passenger – 2-way manual track (fore/aft. with manual recline) Rear – 35/30/35 Split Cloth	F6

COLOR OFFERINGS

EXTERIOR COLOR POLICE	Order Code	Charcoal Black	
			Availability
Medium Brown Metallic	BU		■
Arizona Beige Metallic Clearcoat	E3		■
Vermillion Red	E4		■
Blue Metallic	FT		■
Smokestone Metallic	HG		■
Kodiak Brown Metallic	J1		■
Dark Toreador Red Metallic	JL		■
Iconic Silver Metallic	JS		■
Dark Blue	LK		■
Royal Blue	LM		■
Light Blue Metallic	LN		■
Silver Grey Metallic	TN		■
Starling Grey Metallic	UJ		■
Agate Black	UM		■
Medium Titanium Metallic	YG		■
Oxford White	YZ		■
Carbonized Grey	M7		■

NO
CHARGE
FOR
ALL

**ADDENDUM 6363 OF
ATTACHMENTS “A” THROUGH “F”
QUESTIONS and ANSWERS**

Date: January 22, 2021

To: All Bidders

From: Christie Kelly/Brenda Sensibaugh, Buyers
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6363 OF, Attachments “A” through “F” to be opened January 27, 2021, at 2:00:00 P.M. Central Time

Questions and Answers

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page #</u>	<u>Question</u>	<u>State Response</u>
1	6363 OF Attachment A, Item IV, section C.	13-14	Will a manufacturer not be awarded a contract if their order cutoff date is within 6 months of bid awarding?	<p>If a cut-off date is known to be within the first six (6) months of the contract period it <u>could</u> be an award consideration.</p> <p>The goal of this specification is to award contracts for vehicles that will be available for as much of the contract term as possible.</p>
2	6363 OF Attachment A, Item IV, section C.	13-14	When considering the awarding of all attachments within 6363 OF, Will the state take into account that this specific bid is taking place 6 months later than normal and thus potentially much closer to order cutoff dates than in a typical year?	<p>The State will consider all angles, including the impact COVID has had on this vehicle season, when awarding all 2021 vehicle contracts.</p>
3	ATTACHMENT C: Items D.2.e and D.3:		he 2021 Tahoe comes with 40/20/40 front seats. Center section is flip down console/seat. This also when flipped down is the center armrest. Removing or deleting this will remove the armrest option. Will the state accept this on the spec requested?	<p>IV.D.2.e. states “Second row seat(s) shall be 40-20-40 or 60-40 fold down, split style and cloth covered.”</p> <p>IV.D.3. states “Both left and right-hand sides of each front seat shall have armrests. Door armrests are acceptable.”</p> <p>If the specification(s) cannot be met but an alternative is available, please check the “No & Provide Alternative” box and explain the alternative in the “Notes/Comments” section associated with the Subsection.</p>

4	ATTACHMENT C: Item D.17:		The 2021 Tahoe does not come equipped with a CD Player. It does have CarPlay and USB standard for outside media functions. Is this acceptable to the State?	IV.D.17. states "Manufacturer's AM/FM stereo with USB port, Auxiliary Jack and CD player." If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
5	ATTACHMENT C: Item E.2		Bodyside moldings are not available on the 1FL Tahoe used for Police duty from GM. Is this acceptable?	IV.C.E.2. states "Protective side moldings required; aftermarket moldings not acceptable." If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
6	ATTACHMENT C: Item F.6.a:		Will the state please provide clarification on the location of the rear Red/Blue LED lightheads that it requests on each side of third brake light?	IV.F.6.a. states "One (1) Red and one (1) Blue, LED light mounted on each side of the third brake light." To find the mounting location of the Red and Blue LED lights on each side of the third brake light split the difference between the middle and outside edge of the rear deck on both sides.
7	ATTACHMENT C: Item F.6.a:		The third brake light is located on the rear of the Hatch exterior and does not allow for acceptable mounting of these lights. Will the state accept the LEDs being installed on the interior under the third brake light but on the interior back hatch glass?	IV.F.6.a. states "One (1) Red and one (1) Blue, LED mounted on each side of the third brake light." If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
8	ATTACHMENT C: Item F.7.b		The state requests battery tray installed. The 2021 Tahoe comes standard with factory dual batteries and isolator switches. The Auxiliary battery however is located in the rear driver's side cargo wall from factory. This is just clarification that the state understands the battery tray is not under the hood in the engine compartment of the Vehicle.	IV.F.7.b states "Installation to include battery separator for accessory equipment, tray and bracket, heavy duty fuse and, at a minimum, one (1) gauge cable." If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.

9	GENERAL CLARIFICATION		<p>Several of the options and specs requested by the State are not available Factory options with specific locations. If these are done by an approved upfitting company is this acceptable? We have our own well established upfitting company and provide same parts and factory warranties as Factory on all parts. Warranty language is available upon request.</p>	<p>If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.</p>
10	ATTACHMENT D: Items D.2.f and D.3:		<p>The 2021 Tahoe comes with 40/20/40 front seats. Center section is flip down console/seat. This also when flipped down is the center armrest. Removing or deleting this will remove the armrest option. Will the state accept this on the spec requested?</p>	<p>IV.D.2.f. states "Floor console shall not be included. If a floor console is included, it must be disabled or removed."</p> <p>IV.D.3. states "Both left and right-hand sides of each front seat shall have arm rests."</p> <p>If the specification(s) cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.</p>
11	ATTACHMENT D: Item D.18		<p>The 2021 Tahoe does not come equipped with a CD Player. It does have CarPlay and USB standard for outside media functions. Is this acceptable to the State?</p>	<p>IV.D.18. states "Manufacturer's AM/FM stereo with USB port, Auxiliary Jack and CD player."</p> <p>If the specification cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.</p>
12	ATTACHMENT D: Item D.20		<p>Clarify on the specs if the State is requiring carpet or vinyl floors please.</p>	<p>IV.D.20. states "Vehicles shall be delivered with black, factory, <u>rubberized</u> front and rear floor mats or Equivalent if provided through the dealer parts room."</p>
13	ATTACHMENT D: Item E.2		<p>Bodyside moldings are not available on the 1FL Tahoe used for Police duty from GM. Is this acceptable?</p>	<p>IV.E.2 states "Protective side moldings required; aftermarket moldings not acceptable."</p> <p>If the specification cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.</p>

14	ATTACHMENT D: Item F.5.b		The state requests battery tray installed. The 2021 Tahoe comes standard with factory dual batteries and isolator switches. The Auxiliary battery however is located in the rear driver's side cargo wall from factory. This is just clarification that the state understands the battery tray is not under the hood in the engine compartment of the Vehicle.	IV.F.5.b states "Installation to include battery tray and bracket, heavy duty fuse and, at a minimum, one (1) gauge cable." If the specification cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
15	ATTACHMENT D: GENERAL CLARIFICATION:		Several of the options and specs requested by the State are not available Factory options with specific locations. If these are done by an approved upfitting company is this acceptable? We have our own well established upfitting company and provide same parts and factory warranties as Factory on all parts. Warranty language is available upon request.	If the specification cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
16	ATTACHMENT E		THERE IS AN ORDER CUT OFF CLAUSE INCLUDED IN THE BID 6363 OF ATTACHMENT E SECTION C ITEM 2. DOES THIS MEAN THAT THE MANUFACTURER WILL BE PENALIZED AND NOT AWARDED IF THEIR ORDER CUT OFF IS WITHIN 6 MONTHS? EVEN THOUGH THE BID PROCESS THIS YEAR IS SO FAR BEHIND.	The "Cut Off Dates" clause is in the Master Agreement Terms and Conditions and was added to the Police Vehicles Technical Specifications. This clause will also be in the 2021 Trucks Technical Specifications. If a cut-off date is known to be within the first six (6) months of the contract it <u>could</u> be an award consideration. The goal of this specification is to award contracts for vehicles that will be available for as much of the contract term, one (1) year, as possible.
17			WILL THE STATE OF NEBRASKA END ALL AWARDED CONTRACTS IN OCTOBER OF 2021 INSTEAD OF HONORING THE ONE YEAR CONTRACT THAT IS NORMALLY THE CASE. TO GET BACK ON TRACK FOR THE FOLLOWING YEAR. WITH THE BIDS BEING COMPLETED SO LATE THIS YEAR.	If there is a 2022 Vehicle contract awarded which replaces a 2021 Vehicle contract the 2021 Vehicle contract will be cancelled. It is the State's intent to return to the October award cycle.

18	ATTACHMENT F	IN THE BID 6363 OF ATTACHMENT F SECTION D ITEM 18 IT ASKS FOR FACTORY RUBBERIZED FLOOR MATS OR EQUIVALENT IF PROVIDED THROUGH THE DEALER PARTS ROOM. SOME OF THE FLOOR MATS PROVIDED FROM THE FACTORY HAVE CARPET ON ONE SIDE AND RUBBER ON THE BOTTOM. WILL THIS FLOOR MAT WORK OR DOES IT HAVE TO BE RUBBERIZED ON BOTH TOP AND BOTTOM?	IV.D.18 states "Vehicles shall be delivered with factory rubberized front and rear floor mats or Equivalent if provided through the dealer parts room." If the specification cannot be met but an alternative is available, please check the "No & Provide Alternative" box and explain the alternative in the "Notes/Comments" section associated with the Subsection.
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State of Nebraska - INVITATION TO BID CONTRACT

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

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

Date	01/14/21	Page	1 of 1
Solicitation Number	6363 OF		
Opening Date and Time	01/27/21	2:00 PM	
Buyer	CHRISTIE KELLY/BRENDA SENSIBAUGH (AS)		

**DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.**

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE VEHICLES FFV E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(9/29/20 MH)

INVITATION

REFER TO ATTACHMENT "A" TO BID ON POLICE FULL SIZE REAR WHEEL DRIVE RWD SEDANS FFV E85

REFER TO ATTACHMENT "B" TO BID ON POLICE FULL SIZE AWD SEDANS FFV E85

REFER TO ATTACHMENT "C" TO BID ON POLICE LARGE FOUR WHEEL DRIVE (4WD) 5 PASSENGER SSV'S FFV E85

REFER TO ATTACHMENT "D" TO BID ON POLICE FOUR WHEEL DRIVE (4WD) 5 PASSENGER PPV'S FFV E85

REFER TO ATTACHMENT "E" TO BID ON POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85

REFER TO ATTACHMENT "F" TO BID ON POLICE HALF TON CREW CAB 4X4 (4) DOOR SSV TRUCKS FFV E85

**BIDDER CAN SUBMIT A BID ON ANY OR ALL OF THE POLICE VEHICLES BEING SOLICITED
BY SUBMITTING THE APPROPRIATE ATTACHMENT(S)**

THIS FORM MUST BE COMPLETED AND ATTACHED TO EACH BID SUBMISSION

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: _____% _____ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign _____

Enter Contact Information Below

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN AN INDELIBLE MANNER)

VENDOR# _____

Contact _____

VENDOR: _____

Telephone _____

Address: _____

Facsimile _____

Email _____

6363 OF ATTACHMENT "E"
2021 Or CURRENT PRODUCTION YEAR
POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
BIDDER'S NAME: _____

LINE #	DESCRIPTION	QTY	UOM	UNIT COST
1	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85	20	EA	\$
E85=UNITS CAPABLE OF OPERATING ON A FUEL MIXTURE OF UP TO 85% ETHANOL / 15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION				
A SEPARATE BID IS REQUESTED IF BIDDING ALTERNATIVE FUEL VEHICLES. A SEPARATE CONTRACT MAY BE AWARDED.				
WHEELBASE: (MINIMUM OF 119.1") _____				
TIRE SIZE: (MINIMUM OF 18") _____				
MAKE: _____				
MODEL: _____				
SERIES, CODE, TRIM LEVEL: _____				
ENGINE: (MINIMUM SIZE OF 3.3L): _____				
EPA/MPG: _____				
DELIVERY ARO: _____				
MSRP: \$ _____				

6363 OF ATTACHMENT "E"
 2021 Or CURRENT PRODUCTION YEAR
 POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
 BIDDER'S NAME: _____

LINE #	DESCRIPTION	QTY	UOM	UNIT COST
2	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES E15 COMPLIANT	20	EA	\$
E85=UNITS CAPABLE OF OPERATING ON A FUEL MIXTURE OF UP TO 85% ETHANOL / 15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION				
A SEPARATE BID IS REQUESTED IF BIDDING ALTERNATIVE FUEL VEHICLES. A SEPARATE CONTRACT MAY BE AWARDED.				
WHEELBASE: (MINIMUM OF 119.1") _____ TIRE SIZE: (MINIMUM OF 18") _____ MAKE: _____ MODEL: _____ SERIES, CODE, TRIM LEVEL: _____ ENGINE: (MINIMUM SIZE OF 3.3L): _____ EPA/MPG: _____ DELIVERY ARO: (NUMBER OF DAYS): _____ MSRP: \$ _____				

6363 OF ATTACHMENT "E"
 2021 Or CURRENT PRODUCTION YEAR
 POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
 BIDDER'S NAME: _____

The lines below are additional items, referred to as "Options", which are not included in the ITB "Core Items". Bids and further description requests are to be furnished in the specified areas on the lines below. THIS LINE WILL BE REMOVED ON THE FINAL CONTRACT, AS WELL AS ANY "OPTION" LINES WHICH DO NOT APPLY OR BID COSTS AND/OR REQUESTED INFORMATION HAS NOT BEEN PROVIDED.				
3	ENGINE (OTHER) SPECIFY ENGINE SIZE: _____	20	EA	\$
4	CLOTH REAR SEATS: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
5	MANUFACTURER'S 40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLS:	20	EA	\$
6	COURTESY LAMP DISABLED: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
7	CARPET FLOORING THROUGHOUT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
8	FRONT AND REAR FLOOR MATS (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
9	SECOND POWER OUTLET:	20	EA	\$
10	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20	EA	\$
11	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
12	DUAL SIDE SPOTLIGHT:	20	EA	\$
13	SPOTLIGHT WITH WHITE LED LIGHTING:	20	EA	\$
14	DOME LIGHT/COURTESY LAMP, INSTALLED: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
15	UNDER HOOD LIGHT: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
16	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45- DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$
17	POLICE PREP PACKAGE NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$

6363 OF ATTACHMENT "E"
2021 Or CURRENT PRODUCTION YEAR
POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85
BIDDER'S NAME: _____

18	REAR TRUNK COMMUNICATIONS SERVICE TRAY INSTALLED IN THE TRUNK: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
19	100-WATT SIREN SPEAKER (DEDUCT): a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKETS. b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$
20	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE: (DEDUCT)	20	EA	DEDUCTION BID PRICE: \$
21	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. b. INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE AND, AT A MINIMUM, ONE (1) GAUGE CABLE.	20	EA	DEDUCTION BID PRICE: \$
22	ALTERNATING HEADLIGHT FLASHER (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$
23	REAR DECK LED (DEDUCT): a. ONE (1) RED AND ONE (1) BLUE, LED MOUNTED ON EACH SIDE OF THE THIRD BRAKE LIGHT. b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATIONS c. MINIMUM OF SIX (6) LED'S IN EACH MODULE. d. BLACK HOUSING WITH CLEAR LENSES. e. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20	EA	DEDUCTION BID PRICE: \$
24	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE.	20	EA	\$
25	MANUFACTURER'S WIRELESS BLUETOOTH TECHNOLOGY AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS.	20	EA	\$
26	STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST)	10,000	\$	\$0.00
27	EXTRA COST PAINT: (ATTACH EXTRA COST PAINTS LIST)	10,000	\$	\$
28	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)	1	MILE	\$ _____ PER MILE

4.D. Lease to own contract with Digital-Ally for five-year contract, with first year in the amount of \$36,961 and each subsequent year in the amount of \$42,456, for 20 in-car camera upgrades and 30 body worn cameras for police department.

**Columbus Police Department
Memorandum
For Record**

DATE: September 27, 2021

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Lease to own in-car camera upgrade and body worn

RECOMMENDATION:

Approve Lease to own 20 complete in-car camera upgrades and 30 body worn cameras. This is a five-year lease to own and cloud based service upgrade from our current vendor Digital-Ally.

DISCUSSION:

Attached you will find a bid from Digital Ally to upgrade 20 of our current in-car video systems which are 12 years old and out dated. With this upgrade, we will also move to body worn cameras for all our uniformed staff. The bid is for a 5 year lease and continuing up-grade for each of the five years on both the in-car and body worn cameras. This also includes replacing broken or malfunctioning equipment at no additional cost. Digitally Ally has also agreed to train all users on the system; they will provide in house training making sure all users are comfortable in using the system before we go live.

This means that for the next 5 years whenever there is a technology upgrade we will get the upgrade. We will also be moving to cloud storage for 90 days and downloading to our server after 90 days, this will allow for better use of storage and retention. The new in-car cameras will be tied into our mobile routers, which will allow for faster uploading of videos and the potential for live video feeds from the field.

We are staying with the same vendor that we currently use and upgrading. This move will allow us to have video from not only the in-car cameras but also from the officer's viewpoint as well, making it a more dynamic system.

The first year cost of the current contact will be \$36,961, the subsequent years 2 through 5 will be \$42,456. Unless we add more users or equipment.

We are seeking permission to expend \$36,961 dollars for the first year of the contact and enter in a 5-year contract with Digital Ally for \$42,456 for years 2 through 5.

FISCAL IMPACT:

This money is available in our 2021-2022 CIP.

ALTERNATIVES:

Wait until next year.

SIGNATURE:

By:



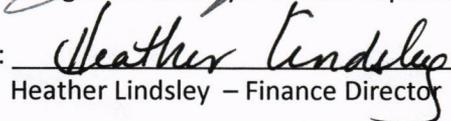
Douglas M. Molczyk – Police Captain

Approved:



Charles Sherer – Chief of Police

Approved:



Heather Lindsley – Finance Director

Approved:



Tara Vasicek – City Administrator



15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Date	5/11/2021
Page	1

Customer:

Columbus Police Department Doug Molczyk 2419 14th Street Columbus, NE 68601
--

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
COLNE1	BC	FEDERAL EXPRESS	SPECIAL	Tiffany Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
20		5-Year Sub Plan w/ 90-Day Retention (Includes (20) EVO/FVHD Kits, (2) 12-bay dock, (20) Users, All Other Licenses)	\$1824.00	\$1000.00	\$20,000.00	\$16,480.00
10		5-Year Sub Plan w/ 90-Day Retention (Includes (10) FVHD Kits, (6) Mini Docks, (10) Users, All Other Licenses)	\$492.00	\$0.00		\$4,920.00
11		Additional Users	\$96.00	\$0.00		\$1,056.00
1		Turnkey	\$2000.00	\$0.00		\$2,000.00
20		Installation Per Vehicle	\$499.00	\$0.00		\$9,980.00
20		Removal of Existing System	\$75.00	\$0.00		\$1,500.00
1		Wireless Access Point	\$295.00	\$0.00		\$295.00

Notes:

Total Discount	\$20,000.00
Subtotal	\$36,231.00
Misc	
Tax	\$0.00
Freight	\$730.00
Total	\$36,961.00

*****QUOTE NOTES ON PG #2*****

Date	5/11/2021
Page	2

*** (19) DVM-800 Trade-Ins @ \$500.00 Each = \$9,500.00 Discount Applied***

*** Additional \$10,500.00 Customer Loyalty credit honored per VPS Greg Dyer 5/7/2021 when full 5 years is purchased upfront***

Turnkey Services & Activation:

- Onsite Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- **System Administrator & Troubleshooting Training Session**

60-Month Subscription Plan Includes:

- (30) Complete FVHD Body Camera Kits
- (20) Complete EVO-HD Kits
- (6) Mini Docks
- (2) 12-Bay Dock
- (41) Users
- **(1) Free battery replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 36/mos.**
- **5-Year Advanced Exchange Warranty on Hardware**
- All Cloud Licenses on 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- **Event Tagging, Notations, Playback Review, & Reporting**
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Case Management & GPS Mapping**
- **Product Support for Life of Product**

Subscription Notes:

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- **Applicable Taxes and Freight Due Upfront**
- **Applicable Taxes Not Included in Quote**

Annual Subscription Breakdown:

(Does Not Include Extra Storage)
 (1st Year Includes Hardware, Turnkey, Install, Removal and Freight)
 (Trade-In and Loyalty Discount on 1st Year)
 (2nd-5th Year Include Addl. User Licenses)

1st Year=\$ 36,961.00
 2nd Year=\$ 42,456.00
 3rd Year=\$ 42,456.00
 4th Year=\$ 42,456.00
 5th Year=\$ 42,456.00
 5-Year Total= \$206,785.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.
- 3. Unpaid Charges.** You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.
- 4. Security Interest.** You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.
- 5. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 6. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.
- 7. Force Majeure.** DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.
- 8. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.
- 9. Warranty; Limitations on Remedies.** Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL

OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:

<http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf> The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold

hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN

ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of

Date	5/11/2021
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agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

Date	5/11/2021
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4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359	911 CUSTOM LLC				
09/30/2021	INVOICE	46478	BLACKINTON B736 RHODIUM WALLET BADGE	107.95	
09/30/2021	INVOICE	46162	BLACKINTON B957 RHODIUM BADGE	81.95	
			Total:	189.90	
			Net of 2 Invoices / 0 Checks	189.90	
00116	ACE HARDWARE & GARDEN CNT				
09/30/2021	INVOICE	180397/5	WEDGE HANDLE	5.34	
09/30/2021	INVOICE	180406/5	TAPE BARCODE CAUTION	19.98	
09/30/2021	INVOICE	180230/5	SUPPLES	22.38	
09/30/2021	INVOICE	180270/5	LED PLUG/PLAY LAMP	13.90	
09/30/2021	INVOICE	180290/5	METAL CUTOFF DISC	7.18	
09/30/2021	INVOICE	180305/5	SPRAY PAINT	4.47	
09/30/2021	INVOICE	180217/5	HOSE BARB MENDR	3.99	
09/30/2021	INVOICE	180227/5	CHAIN SHARPENER/STIHL CHAIN	38.99	
09/30/2021	INVOICE	180225/5	2 CYCLE OIL, PAPER TOWELS	41.89	
09/30/2021	INVOICE	180307/5	AJAX	19.32	
09/30/2021	INVOICE	180326/5	MARK FLAG RED	9.99	
09/30/2021	INVOICE	180325/5	MARK FLAG YELLOW	9.99	
09/30/2021	INVOICE	180330/5	MARK FLAG RED & YELLOW	19.98	
09/30/2021	INVOICE	180462/5	WASP & HORNET SPRAY	5.00	
09/30/2021	INVOICE	180485/5	PAINT BRUSH SET	5.34	
09/30/2021	INVOICE	180080/5	CABLE PULLER	59.99	
			Total:	287.73	
			Net of 16 Invoices / 0 Checks	287.73	
00180	ADVANCE AUTO PARTS				
09/30/2021	INVOICE	5606126488049	BALDWIN FILTERS - UNIT # 61	188.83	
09/30/2021	INVOICE	5606126463081	TRAILER CONN UNIV - UNIT #68	30.39	
09/30/2021	INVOICE	5606126542544	MASS AIR FLOW SENSOR - 63	87.19	
09/30/2021	INVOICE	5606126663100	VAPOR CAN #63 VIN 3985	26.51	
09/30/2021	INVOICE	5606126788175	HYDRAULIC SPIN-ON	44.09	
			Total:	377.01	
			Net of 5 Invoices / 0 Checks	377.01	
10442	AMAZON				
09/30/2021	INVOICE	968993653957	HP 410X CF410X TONER CART	311.78	
09/30/2021	INVOICE	548937895453	HP312A CF381A TONER CART	135.89	
09/30/2021	INVOICE	943534484949	DURACELL 76A ALKALINE BATTERY	5.20	
09/30/2021	INVOICE	459577764558	WHITE GRID DIVIDER, GONZO ORDER ELIMINATOR	50.89	
09/30/2021	INVOICE	498967365593	DVDS	175.65	
			Total:	679.41	
			Net of 5 Invoices / 0 Checks	679.41	
10561	ARNOLD MOTOR SUPPLY				
09/30/2021	INVOICE	78NV015417	BATTERY TERMINAL	9.92	
09/30/2021	INVOICE	78NV017828	10 - STD MINIATURE LAMP	18.10	
09/30/2021	INVOICE	78NV017873	NON-CHLR BRK CLN	60.00	
09/30/2021	INVOICE	78NV018615	BULK MULTI CONDUCTOR CABLE	124.50	
			Total:	212.52	
			Net of 4 Invoices / 0 Checks	212.52	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02421	BIBLIOTHECA LLC				
09/30/2021	INVOICE	INV-US47000	AUG 2021 CLOUD CONTENT	17.29	
09/30/2021	INVOICE	INV-US47001	AUG 2021 CLOUD CONTENT EAUDIOBOOK LICENSE	39.33	
			Total:	56.62	
			Net of 2 Invoices / 0 Checks	56.62	
00917	BLACKSTONE PUBLISHING				
09/30/2021	INVOICE	1243279	BILLY SUMMERS	39.99	
			Total:	39.99	
			Net of 1 Invoices / 0 Checks	39.99	
00337	BOMGAARS				
09/30/2021	INVOICE	35844186	LEAK RAKE	19.99	
09/30/2021	INVOICE	35846770	SUPPLIES	28.15	
09/30/2021	INVOICE	35847346	3 - 16' DRAIN SPADES	89.97	
09/30/2021	INVOICE	35847287	FASTENERS	4.40	
09/30/2021	INVOICE	35847289	SOLDER	19.99	
09/30/2021	INVOICE	35849745	ROUNDUP SPRAYER	21.99	
09/30/2021	INVOICE	35850567	SNOW FENCE	441.92	
09/30/2021	INVOICE	35853314	SPADES, SHOVELS, FLOOR DRY	281.86	
09/30/2021	INVOICE	35853335	RECIP SAW, GRINDER DISK, CUTTING WHEELS	403.93	
09/30/2021	INVOICE	35855497	SCREWDRIVERS, DEAD BLOW HAMMER, ADJUSTABLE W	95.43	
09/30/2021	INVOICE	35855500	UNIT #92 - FLIP RING ANCHORS & QUICK LINKS	23.92	
09/30/2021	INVOICE	35848988	BULK BOLTS	5.37	
09/30/2021	INVOICE	35852368	DRILL BIT SETS	30.22	
09/30/2021	INVOICE	35855434	PLIERS	23.52	
			Total:	1,490.66	
			Net of 14 Invoices / 0 Checks	1,490.66	
00240	BOUND TREE MEDICAL LLC				
09/30/2021	INVOICE	84222325	SUPRAGLOTTIC AIRWAY KITS	670.05	
			Total:	670.05	
			Net of 1 Invoices / 0 Checks	670.05	
02979	CAPITAL BUSINESS SYSTEMS				
09/30/2021	INVOICE	1104224	COPIER CONTRACT	47.71	
			Total:	47.71	
			Net of 1 Invoices / 0 Checks	47.71	
10626	CAPITAL ONE - WALMART				
09/30/2021	INVOICE	091244547947045	FW STRAINER	16.88	
09/30/2021	INVOICE	061252706233094	SUPPLIES	25.61	
09/30/2021	INVOICE	061256728423119	SUPPLIES	15.89	
09/30/2021	INVOICE	011256729427942	SUPPLIES	26.73	
09/30/2021	INVOICE	111238484192143	SUPPLIES	70.79	
09/30/2021	INVOICE	321238790372844	SUPPLIES	5.94	
09/30/2021	INVOICE	791242502282335	SUPPLIES	44.04	
			Total:	205.88	
			Net of 7 Invoices / 0 Checks	205.88	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02578 09/30/2021	CAPITOL CITY ELECTRIC INVOICE	17964	SERVICE CALL TO REPAIR SCHOOL TRAFFIC LIGHT:	732.16	
			Total:	732.16	
			Net of 1 Invoices / 0 Checks	732.16	
00035 09/30/2021	CENTRAL INSULATION & ROOFING INVOICE	2050	ROOF LEAKS REPAIRED ON WELL PUMPING BUILDING	440.00	
			Total:	440.00	
			Net of 1 Invoices / 0 Checks	440.00	
00036 09/30/2021	COLUMBUS CUSTOM EMBROIDERY INVOICE	E 38137	SHIRTS	51.00	
			Total:	51.00	
			Net of 1 Invoices / 0 Checks	51.00	
03144 09/30/2021	COLUMBUS TELEGRAM INVOICE	118-60106294	ADVERTISING	783.18	
09/30/2021	INVOICE	118-60003415	LEGAL NOTICES	4,958.16	
			Total:	5,741.34	
			Net of 2 Invoices / 0 Checks	5,741.34	
03146 09/30/2021	CONNECTING POINT/RADIO SHACK INVOICE	13400	TRIPP-LITE 1500 VA UPS BATTERY BACKUP	229.99	
			Total:	229.99	
			Net of 1 Invoices / 0 Checks	229.99	
01081 09/30/2021	CONSOLIDATED MANAGEMENT CO INVOICE	221097	MEALS - BENJAMIN WOTIPKA, RYAN AUTEN, JEFFREY	171.94	
09/30/2021	INVOICE	221043	MEALS - BENJAMIN WOTIPKA & RYAN AUTEN	137.84	
			Total:	309.78	
			Net of 2 Invoices / 0 Checks	309.78	
02718 09/30/2021	CORE & MAIN LP INVOICE	P497661	PAID WRONG AMOUNT \$1941.00 S/B \$1929.95	15.95	
			Total:	15.95	
			Net of 1 Invoices / 0 Checks	15.95	
03149 09/30/2021	CULLIGAN OF COLUMBUS INVOICE	252775	SALT	53.70	
			Total:	53.70	
			Net of 1 Invoices / 0 Checks	53.70	
02447 09/30/2021	CUTTING EDGE LAWN CARE SERVICE INVOICE	2101	LAWN SERVICE - 371 25TH AVE 8/7/21 & 9/11/21	233.04	
09/30/2021	INVOICE	2104	LAWN SERVICE - 2309 7TH ST 9/11/21	230.89	
09/30/2021	INVOICE	2100	LAWN SERVICE - 2458 26TH AVE 8/20/21	100.00	
09/30/2021	INVOICE	2102	LAWN SERVICE - 1632 BEHLEN ST 9/11/21	50.00	
09/30/2021	INVOICE	2103	LAWN SERVICE - 3620 18TH ST 9/11/21	50.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	663.93	
			Net of 5 Invoices / 0 Checks	663.93	
00270	DANKO EMERGENCY EQUIPMENT				
09/30/2021	INVOICE	118990	THERMAL SITUATIONAL AWARENESS CAMERA, THERM	18,728.00	
09/30/2021	INVOICE	119104	FIRES HOOKS	465.50	
09/30/2021	INVOICE	119223	5 - NRS EXTREME SAR DRYSUITS	3,388.31	
09/30/2021	INVOICE	119224	3 - NRS REACTOR RESCUE GLOVES	133.31	
			Total:	22,715.12	
			Net of 4 Invoices / 0 Checks	22,715.12	
03279	DAS STATE ACCOUNTING				
09/30/2021	INVOICE	1286353	MONTHLY NETWORK CHARGES - SEPTEMBER 2021	1,215.99	
09/30/2021	INVOICE	1286304	MONTHLY NETWORK CHARGES - SEPTEMBER 2021	256.00	
			Total:	1,471.99	
			Net of 2 Invoices / 0 Checks	1,471.99	
03152	DEMCO INC				
09/30/2021	INVOICE	7010775	ROLL GLASS REINFORCED FILAMENT TAPE	48.32	
			Total:	48.32	
			Net of 1 Invoices / 0 Checks	48.32	
03158	EAKES OFFICE SOLUTIONS				
09/30/2021	INVOICE	INV307082	COPIER CONTRACT	92.72	
			Total:	92.72	
			Net of 1 Invoices / 0 Checks	92.72	
02762	EDISON LIGHTING SUPPLY &				
09/30/2021	INVOICE	41396	115W EXTERIOR RETRO FIT LAMP	1,219.35	
			Total:	1,219.35	
			Net of 1 Invoices / 0 Checks	1,219.35	
03161	ELECTRICAL ENGINEERING &				
09/30/2021	INVOICE	7241351-00	DOUBLE ENDED TYPE B LED	35.52	
09/30/2021	INVOICE	7249196-00	WIRE	527.61	
09/30/2021	INVOICE	7225706-00	4 - 210 W 27500 LUMENS	760.00	
			Total:	1,323.13	
			Net of 3 Invoices / 0 Checks	1,323.13	
01597	ELECTRONIC ENGINEERING				
09/30/2021	INVOICE	853003780-1	REPROGRAM PORTABLE RADIOS	816.00	
			Total:	816.00	
			Net of 1 Invoices / 0 Checks	816.00	
00392	ELECTRONIC SYSTEMS INC				
09/30/2021	INVOICE	32442	SEVICE CALL STREET DEPT BUILDING	170.00	
			Total:	170.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	170.00	
03165	FASTENAL COMPANY				
09/30/2021	INVOICE	NECOL236745	SUPPLIES	15.50	
09/30/2021	INVOICE	NECOL236851	SUPPLIES	3.50	
09/30/2021	INVOICE	NECOL236877	SUPPLIES	43.20	
			Total:	62.20	
			Net of 3 Invoices / 0 Checks	62.20	
00459	GALE				
09/30/2021	INVOICE	74654472	MATERIALS	90.37	
09/30/2021	INVOICE	75746882	MATERIALS	54.39	
			Total:	144.76	
			Net of 2 Invoices / 0 Checks	144.76	
03172	GALLS LLC				
09/30/2021	INVOICE	019279199	MATERIALS	543.00	
09/30/2021	INVOICE	019238503	PANT REPLACEMENTS	829.22	
09/30/2021	INVOICE	019013103	COMPANY PANT	132.14	
09/30/2021	INVOICE	019053059	OSUNA NEW UNIFORMS	326.90	
			Total:	1,831.26	
			Net of 4 Invoices / 0 Checks	1,831.26	
03174	GEHRING CONSTRUCTION &				
09/30/2021	INVOICE	58175	LEGACY CAR WASH	727.13	
			Total:	727.13	
			Net of 1 Invoices / 0 Checks	727.13	
00303	GENE STEFFY FORD				
09/30/2021	INVOICE	181436	SERVICE - 2019 FORD F550 VIN #2559	265.06	
			Total:	265.06	
			Net of 1 Invoices / 0 Checks	265.06	
03177	GENERAL TRAFFIC CONTROLS INC				
09/30/2021	INVOICE	21475	TRAFFIC SIGNAL SERVICE	1,797.00	
			Total:	1,797.00	
			Net of 1 Invoices / 0 Checks	1,797.00	
10549	GEORGE BUTLER ASSOCIATES INC.				
09/30/2021	INVOICE	62332	COLUMBUS FLOOD MITIGATION BRIC GRANT ASSIST:	665.25	
			Total:	665.25	
			Net of 1 Invoices / 0 Checks	665.25	
03178	GERHOLD CONCRETE COMPANY				
09/30/2021	INVOICE	272469	44TH AVENUE & 23RD STREET	641.96	
09/30/2021	INVOICE	271534	15TH STREET & 27TH AVE - CITY SEWER	456.98	
09/30/2021	INVOICE	271441	27TH AVE & 15TH ST	308.99	
			Total:	1,407.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	1,407.93	
02594	GREAT PLAINS BUILDING SUPPLY				
09/30/2021	INVOICE	350706	3 - 50#ATHELETIC FEILD MARKER	27.06	
09/30/2021	INVOICE	350485	3 - 50# ATHLETIC FIELD MARKERS	27.06	
			Total:	54.12	
			Net of 2 Invoices / 0 Checks	54.12	
02075	GREAT PLAINS COMMUNICATIONS				
09/30/2021	INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 9/16 - 10/15/21	812.94	
			Total:	812.94	
			Net of 1 Invoices / 0 Checks	812.94	
03182	HACH COMPANY				
09/30/2021	INVOICE	12647950	BUFFER SOLN	102.75	
			Total:	102.75	
			Net of 1 Invoices / 0 Checks	102.75	
03183	HADLEY-BRAITHWAIT COMPANY				
09/30/2021	INVOICE	218894	2 CASES MULTIFOLD TOWELS	79.90	
09/30/2021	INVOICE	222700	2 CASES URINAL PUCKS	53.90	
			Total:	133.80	
			Net of 2 Invoices / 0 Checks	133.80	
00272	HAWKINS INC				
09/30/2021	INVOICE	6028363	CHEMICALS	4,829.83	
			Total:	4,829.83	
			Net of 1 Invoices / 0 Checks	4,829.83	
03194	INGRAM LIBRARY SERVICES, INC				
09/30/2021	INVOICE	54733805	MATERIALS	131.54	
09/30/2021	INVOICE	54733806	MATERIALS	17.30	
09/30/2021	INVOICE	54766948	MATERIALS	63.73	
09/30/2021	INVOICE	54804374	MATERIALS	698.22	
09/30/2021	INVOICE	54839111	MATERIALS	137.39	
09/30/2021	INVOICE	54869668	MINECRAFT SHORTAGE	(8.99)	
09/30/2021	INVOICE	54909510	MATERIALS	164.51	
09/30/2021	INVOICE	54854362	MATERIALS	1,069.17	
09/30/2021	INVOICE	54929898	MATERIALS	96.64	
09/30/2021	INVOICE	54945880	MATERIALS	87.11	
			Total:	2,456.62	
			Net of 10 Invoices / 0 Checks	2,456.62	
03199	JACKSON SERVICES INC				
09/30/2021	INVOICE	4635771	UNIFORMS	299.24	
09/30/2021	INVOICE	4635772	MOP/MATS	30.57	
09/30/2021	INVOICE	4635773	UNIFORMS	138.28	
09/30/2021	INVOICE	4635774	PAPER TOWELS, SOAP, MOP, MAT	67.87	
09/30/2021	INVOICE	4635782	MATS, TOWELS, UNIFORMS	143.56	
09/30/2021	INVOICE	4635783	UNIFORMS	93.37	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/30/2021	INVOICE	4635784	SOAP, MATS,TOWELS	22.07	
09/30/2021	INVOICE	4641786	MATS	13.00	
09/30/2021	INVOICE	4641785	UNIFORMS	138.28	
09/30/2021	INVOICE	4641792	UNIFORMS	107.48	
09/30/2021	INVOICE	4641793	UNIFORMS	93.37	
09/30/2021	INVOICE	4641794	MAT	2.92	
09/30/2021	INVOICE	4641783	UNIFORMS	299.24	
09/30/2021	INVOICE	4641784	MATS, ROLLER TOWELOP TOWELS	38.15	
09/30/2021	INVOICE	4640083	SOAP, MAT, UNIFORMS	98.59	
09/30/2021	INVOICE	4640084	MAT	21.09	
09/30/2021	INVOICE	4640082	UNIFORM	17.63	
Total:				1,624.71	
Net of 17 Invoices / 0 Checks				1,624.71	
00532	JEO CONSULTING GROUP INC				
09/30/2021	INVOICE	127585	COLUMBUS LOUP RIVER LEVEE IMPROVEMENTS CONS'	4,315.25	
Total:				4,315.25	
Net of 1 Invoices / 0 Checks				4,315.25	
02595	K & S TOOL SERVICE				
09/30/2021	INVOICE	111261	SUPPLIES	37.99	
Total:				37.99	
Net of 1 Invoices / 0 Checks				37.99	
03202	KELLY SUPPLY COMPANY				
09/30/2021	INVOICE	S12266666-0	CLOSET KIT	68.83	
09/30/2021	INVOICE	S12266135-0	FOOD GRADE ANTI-SEIZE	41.77	
09/30/2021	INVOICE	S12265975-0	SUPPLIES	11.47	
Total:				122.07	
Net of 3 Invoices / 0 Checks				122.07	
00012	LAKEVIEW SMALL ENGINE INC				
09/30/2021	INVOICE	046414	AIR FILTER, OIL KAW 10W40	36.26	
Total:				36.26	
Net of 1 Invoices / 0 Checks				36.26	
00319	LERNER PUBLISHING GROUP				
09/30/2021	INVOICE	1398446	PRAYING MANTISES	21.99	
Total:				21.99	
Net of 1 Invoices / 0 Checks				21.99	
00822	LINCOLN WINWATER WORKS				
09/30/2021	INVOICE	079221 01	BACKFLOW KITS	497.67	
Total:				497.67	
Net of 1 Invoices / 0 Checks				497.67	
10692	MEDLINE INDUSTRIES INC				
09/30/2021	INVOICE	1966137115	KIT SPARE PART - LITTMANN STETHOSCOPE	382.47	
09/30/2021	INVOICE	1966302827	MASK - OXYGEN CONCENTRATION	82.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/30/2021	INVOICE	1966877595	COVERALL, IMMOBILIZER	298.28	
			Total:	763.11	
			Net of 3 Invoices / 0 Checks	763.11	
03222 09/30/2021	MID-AMERICAN RESEARCH INVOICE	0743223-IN	WAVE 3D URINAL SCRNS	51.00	
			Total:	51.00	
			Net of 1 Invoices / 0 Checks	51.00	
01548 09/30/2021	MIDLAND SCIENTIFIC INC INVOICE	6335965	CHEMICALS	350.82	
			Total:	350.82	
			Net of 1 Invoices / 0 Checks	350.82	
00487 09/30/2021 09/30/2021	MIDWEST TAPE LLC INVOICE INVOICE	500970753 500970754	SPANISH PRINCESS SEASON 1 DOLLY PARTON STORYTELLER	26.24 29.99	
			Total:	56.23	
			Net of 2 Invoices / 0 Checks	56.23	
03227 09/30/2021 09/30/2021	MIDWEST TURF & IRRIGATION INVOICE INVOICE	3879930-00 3877893-00	RECON E-OSMAC LYNX APPS	345.54 99.00	
			Total:	444.54	
			Net of 2 Invoices / 0 Checks	444.54	
MISC 09/30/2021	MIKSCH DALE INVOICE	09/21/2021	UB refund for account: 100-16550-01	31.92	
			Total:	31.92	
			Net of 1 Invoices / 0 Checks	31.92	
10225 09/30/2021	NAPA AUTO PARTS OF COLUMBUS INVOICE	705855	BATTERY	105.97	
			Total:	105.97	
			Net of 1 Invoices / 0 Checks	105.97	
00572 09/30/2021	NE DEPT OF TRANSPORTATION INVOICE	0645157	PROJ NO. NBIS(118) - FRACTURE CRITICAL BRID	360.79	
			Total:	360.79	
			Net of 1 Invoices / 0 Checks	360.79	
00122 09/30/2021	NEBRASKA DEPT OF ENVIRONMENT AND INVOICE	84212256.4752	GRADE IV COURSE - BRANDON ZAKRAZEWSKI & CAD	160.00	
			Total:	160.00	
			Net of 1 Invoices / 0 Checks	160.00	
00444	NEBRASKA PUBLIC HEALTH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/30/2021	INVOICE	543752	WATER TESTING	1,034.00	
			Total:	1,034.00	
			Net of 1 Invoices / 0 Checks	1,034.00	
00850 09/30/2021	NEIGHBORWORKS NORTHEAST INVOICE	9.28.2021	RURAL WORKFORCE HOUSING FUND	15,000.00	
			Total:	15,000.00	
			Net of 1 Invoices / 0 Checks	15,000.00	
03246 09/30/2021	NORTHEAST NEBRASKA ECONOMIC INVOICE	22754	AUGUST 2021 ADMIN SERVICES	18.75	
			Total:	18.75	
			Net of 1 Invoices / 0 Checks	18.75	
00358 09/30/2021	OBRIST & CO INC INVOICE	9747	SERVICE CALL - REPLACE SILLCOCK	135.26	
			Total:	135.26	
			Net of 1 Invoices / 0 Checks	135.26	
03249 09/30/2021	OCCUPATIONAL HEALTH SERV INVOICE	72134	DRUG SCREENS	161.00	
09/30/2021	INVOICE	72133	SCREENINGS	1,035.00	
			Total:	1,196.00	
			Net of 2 Invoices / 0 Checks	1,196.00	
03171 09/30/2021	OFFICENET INVOICE	964767-0	COPIER PAPER	5.08	
09/30/2021	INVOICE	965343-0	INK CARTDG	35.79	
09/30/2021	INVOICE	962525-0	CALENDARS	56.10	
09/30/2021	INVOICE	964957-0	CALENDARS, PAPER, PENS, LETTER OPENER	81.51	
09/30/2021	INVOICE	964956-0	LEGAL PAD	7.39	
09/30/2021	INVOICE	965058-0	CALENDARS	23.21	
09/30/2021	INVOICE	965310-0	CALENDARS	62.62	
09/30/2021	INVOICE	965320-0	WALL CALENDAR	64.14	
09/30/2021	INVOICE	965118-0	LABELS	14.64	
09/30/2021	INVOICE	964684-0	LABELS	15.90	
09/30/2021	INVOICE	964869-0	SUPPLIES	113.21	
09/30/2021	INVOICE	964581-1	SHARPIE	2.52	
09/30/2021	INVOICE	IN84070	COPIER CONTRACT	66.14	
09/30/2021	INVOICE	962525-1	CALENDARS	14.52	
09/30/2021	INVOICE	965309-0	HEW CRTDG: CYN, YW, GY	158.10	
			Total:	720.87	
			Net of 15 Invoices / 0 Checks	720.87	
00176 09/30/2021	O'REILLY AUTOMOTIVE INC INVOICE	0681-127472	MIX NOZZLES, PIGTAIL	54.51	
09/30/2021	INVOICE	0681-127729	VAN BRUSH, 10" BRUSH	48.98	
09/30/2021	INVOICE	0681-128076	ELECT TAPE/SUPPER GLUE	13.89	
09/30/2021	INVOICE	0681-127984	MOLY GREASE	40.41	
09/30/2021	INVOICE	0681-128780	CONVERTER	(6.00)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/30/2021	INVOICE	0681-128747	CONNECTOR	33.99	
09/30/2021	INVOICE	0681-128734	O2 SENSOR	76.28	
09/30/2021	INVOICE	0681-128781	CONVERTER	27.99	
Total:				290.05	
Net of 8 Invoices / 0 Checks				290.05	
00345	PETE LIEN & SONS INC.				
09/30/2021	INVOICE	2POS/103797	QUICKLIME FINES RC LIME PLANT	5,495.27	
Total:				5,495.27	
Net of 1 Invoices / 0 Checks				5,495.27	
00758	PLATTE COUNTY REGISTER OF				
09/30/2021	INVOICE	092221CLK	ORDINANCE #21-32, 21-33, 21-34	66.00	
Total:				66.00	
Net of 1 Invoices / 0 Checks				66.00	
02926	POWER TECH LLC				
09/30/2021	INVOICE	W60015	TROUBLESHOOT GENSET ALARMS	1,151.24	
Total:				1,151.24	
Net of 1 Invoices / 0 Checks				1,151.24	
03261	PRESTOX				
09/30/2021	INVOICE	3720170	PEST CONTROL	51.00	
09/30/2021	INVOICE	3720174	PEST CONTROL - CHARLIE LOUIS STATION	49.00	
Total:				100.00	
Net of 2 Invoices / 0 Checks				100.00	
02394	PROCHASKA & ASSOCIATES INC				
09/30/2021	INVOICE	4437	PROJECT 210705 - 33RD AVE VIADUCT BRIDGE	4,877.10	
Total:				4,877.10	
Net of 1 Invoices / 0 Checks				4,877.10	
00493	PSYCHOLOGICAL RESOURCES				
09/30/2021	INVOICE	2108262	PSYCHOLOGICAL EVALUATION ZACHARY MCCLOUD	135.00	
Total:				135.00	
Net of 1 Invoices / 0 Checks				135.00	
03264	REARDON LAWN & GARDEN INC				
09/30/2021	INVOICE	064192	SHARPEN	24.00	
09/30/2021	INVOICE	064183	BAR OIL	17.99	
09/30/2021	INVOICE	064199	TRIMMER LINE	86.99	
Total:				128.98	
Net of 3 Invoices / 0 Checks				128.98	
10643	RUTT'S HEATING & A/C INC				
09/30/2021	INVOICE	11258	SERVICE CALL - UPSTAIRS AC	820.00	
Total:				820.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	820.00	
03268	SAPP BROS PETROLEUM INC				
09/30/2021	INVOICE	IN3602417	FUEL	5,712.00	
09/30/2021	INVOICE	IN3603922	FUEL	6,733.70	
09/30/2021	INVOICE	IN3616279	FUEL	4,041.55	
09/30/2021	INVOICE	IN3565043	FUEL	96.00	
09/30/2021	INVOICE	IN3580309	FUEL	617.50	
09/30/2021	INVOICE	IN3581295	FUEL	4,980.00	
09/30/2021	INVOICE	IN3584691	FUEL	651.75	
09/30/2021	INVOICE	IN3587835	FUEL	1,938.00	
09/30/2021	INVOICE	IN3593970	FUEL	1,915.96	
09/30/2021	INVOICE	IN3584689	FUEL	642.49	
09/30/2021	INVOICE	IN3584422	FUEL	8,425.05	
			Total:	35,754.00	
			Net of 11 Invoices / 0 Checks	35,754.00	
03273	SCHOOL DISTRICT #1				
09/30/2021	INVOICE	09302021SCHOOL	LIQUOR AND TOBACCO LICENSE REVENUE P/E 9/30.	4,165.00	
			Total:	4,165.00	
			Net of 1 Invoices / 0 Checks	4,165.00	
00465	SERVICEMASTER BY SHEVLIN				
09/30/2021	INVOICE	8585	MONTHLY JANITORIAL FEES	1,412.00	
09/30/2021	INVOICE	8556	MONTHLY JANITORIAL SERVICE	2,015.00	
09/30/2021	INVOICE	8565	MONTHLY JANITORIAL SERVICE	2,343.00	
09/30/2021	INVOICE	8560	MONTHLY JANITORIAL SERVICE	2,034.00	
			Total:	7,804.00	
			Net of 4 Invoices / 0 Checks	7,804.00	
03276	SHERWIN-WILLIAMS CO				
09/30/2021	INVOICE	1130-1	SNAP	68.00	
09/30/2021	INVOICE	5359-7	QP EASY OUT	14.98	
09/30/2021	INVOICE	1081-6	QP GUN FILTER	9.48	
09/30/2021	INVOICE	5105-4	SNAP/STRAINER PRO	46.53	
			Total:	138.99	
			Net of 4 Invoices / 0 Checks	138.99	
01679	SNAP-ON TOOLS				
09/30/2021	INVOICE	09142133844	DETROIT DIESEL	949.50	
			Total:	949.50	
			Net of 1 Invoices / 0 Checks	949.50	
03278	STANLEY PETROLEUM				
09/30/2021	INVOICE	650T	FIX DEF HEATER	729.24	
09/30/2021	INVOICE	652T	REPROGRAM PUMP 1	324.00	
			Total:	1,053.24	
			Net of 2 Invoices / 0 Checks	1,053.24	
00105	SUPER SAVER				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/30/2021	INVOICE	116268	GROCERIES	39.36	
			Total:	39.36	
			Net of 1 Invoices / 0 Checks	39.36	
00110	SYSKO LINCOLN				
09/30/2021	INVOICE	361907029	FOOD, FOAM CONT, CUPS LIDS	1,714.14	
09/30/2021	INVOICE	361874169	FOOD, ECOLAB HAND CLEANER	1,151.72	
09/30/2021	INVOICE	361896432	FOOD, FOAM CONTAINERS	1,718.60	
09/30/2021	INVOICE	361885637	FOOD	1,219.55	
			Total:	5,804.01	
			Net of 4 Invoices / 0 Checks	5,804.01	
10326	THE LIFEGUARD STORE				
09/30/2021	INVOICE	INV001118166	PRESTAN FAMILY PACK	1,179.88	
			Total:	1,179.88	
			Net of 1 Invoices / 0 Checks	1,179.88	
03128	TIRE OUTLET INC				
09/30/2021	INVOICE	217075	TIRE CHANGE	10.00	
09/30/2021	INVOICE	216684	TIRE REPAIR #9	35.00	
09/30/2021	INVOICE	216193	USED TIRE	90.00	
09/30/2021	INVOICE	216199	USED TIRE	110.00	
			Total:	245.00	
			Net of 4 Invoices / 0 Checks	245.00	
10589	TK ELEVATOR CORPORATION				
09/30/2021	INVOICE	1000380637	ELEVATOR MAINTENANCE AGREEMENT	214.00	
			Total:	214.00	
			Net of 1 Invoices / 0 Checks	214.00	
01435	TM CLEANING				
09/30/2021	INVOICE	202	AUGUST CLEANING	200.00	
09/30/2021	INVOICE	203	SEPTEMBER CLEANING - CHARLIE LOUIS FIRE STA'	200.00	
			Total:	400.00	
			Net of 2 Invoices / 0 Checks	400.00	
00232	TRI COUNTY TRUCK REPAIR				
09/30/2021	INVOICE	15548	PARTS	93.00	
09/30/2021	INVOICE	15533	PARTS	6.28	
			Total:	99.28	
			Net of 2 Invoices / 0 Checks	99.28	
00357	TURFWERKS				
09/30/2021	INVOICE	OI52406	MOTOR	1,259.93	
09/30/2021	INVOICE	OI52360	WHEEL HUB, WHEEL & TIRES	1,311.36	
			Total:	2,571.29	
			Net of 2 Invoices / 0 Checks	2,571.29	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10298 09/30/2021	TY'S OUTDOOR POWER & SERVICE INVOICE	58168	MATERIALS	265.75	
			Total:	265.75	
			Net of 1 Invoices / 0 Checks	265.75	
00100 09/30/2021	U & I SANITATION INVOICE	8737-372	SEPT GARBAGE SERVIE	85.00	
09/30/2021	INVOICE	8737-277	GARBAGE SERVICE	50.00	
09/30/2021	INVOICE	8737-268	GARBAGE SERVICE	119.50	
			Total:	254.50	
			Net of 3 Invoices / 0 Checks	254.50	
00289 09/30/2021	UNION PACIFIC RAILROAD CO INVOICE	180253	ENGINEERING AGREEMENT FOR US81/30 DOT 920351	15,000.00	
			Total:	15,000.00	
			Net of 1 Invoices / 0 Checks	15,000.00	
03294 09/30/2021	USA BLUE BOOK INVOICE	723981	SUPPLIES	366.78	
			Total:	366.78	
			Net of 1 Invoices / 0 Checks	366.78	
01181 09/30/2021	VERIZON WIRELESS INVOICE	9887769816	CELL PHONE	800.20	
			Total:	800.20	
			Net of 1 Invoices / 0 Checks	800.20	
03302 09/30/2021	WEMHOFF REFRIGERATION INC INVOICE	14380	SERVICE CALL	1,009.83	
			Total:	1,009.83	
			Net of 1 Invoices / 0 Checks	1,009.83	
03303 09/30/2021	WILKE LANDSCAPE CENTER INVOICE	74393	BUSHES - CEMETARY	145.90	
			Total:	145.90	
			Net of 1 Invoices / 0 Checks	145.90	
			7 invoices and 0 checks for 95 vendors:	174,051.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00455 10/05/2021	AMERICAN PAYROLL INSTITUTE INVOICE	9/21/2021-353533	MEMBERSHIP RENEWAL-HEATHER LINDSLEY	262.00	
			Total:	262.00	
			Net of 1 Invoices / 0 Checks	262.00	
00044 10/05/2021	APWA INVOICE	12315	GROUP MEMBERSHIP RENEWAL 12/01/2021 - 11/30,	720.00	
			Total:	720.00	
			Net of 1 Invoices / 0 Checks	720.00	
10435 10/05/2021	BEST VERSION MEDIA, LLC INVOICE	248201-202111	NOVEMBER 2021 AD MANAGEMENT FEE	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
01898 10/05/2021	NEBRASKA APCO/NENA INVOICE	10162021REGISTR	2021 APCO NENA CONFERENCE/RACHEL PENSICK	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
00220 10/05/2021	NWEA INVOICE	092721NWEA	CONFERENCE - CHUCK SLIVA	200.00	
10/05/2021	INVOICE	092721NWEA	REGISTRATION - KRIS GERNSTEIN	200.00	
10/05/2021	INVOICE	092721NWEA	REGISTRATION - MARTY EATON	200.00	
10/05/2021	INVOICE	092721NWEA	REGISTRATION - JIM SPEICHER	200.00	
10/05/2021	INVOICE	092721NWEA	REGISTRATION - AMY SLIVA	200.00	
			Total:	1,000.00	
			Net of 5 Invoices / 0 Checks	1,000.00	
00478 10/05/2021	PLATTE VALLEY HUMANE SOCIETY INVOICE	100121PD	QUARTERLY PAYMENT PER AGREEMENT	20,000.00	
			Total:	20,000.00	
			Net of 1 Invoices / 0 Checks	20,000.00	
01002 10/05/2021	READ ALOUD NEBRASKA INVOICE	110121RAN	2021 FALL RAN WORKSHOP/HRUSKA	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
00244 10/05/2021	STERICYCLE INC INVOICE	4010416774	MEDICAL WASTE DISPOSAL	1,011.26	
			Total:	1,011.26	
			Net of 1 Invoices / 0 Checks	1,011.26	
02280 10/05/2021	VOICE HOUSE INVOICE	092321DEPOSIT	DEPOSIT FOR EMPLOYEE RECOGNITION BANQUET DJ	100.00	
			Total:	100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	100.00	
03301 10/05/2021	WATER ENVIRONMENT FEDERATION INVOICE	01836170	MEMBERSHIP DUES-CHUCK SLIVA	148.00	
			Total:	148.00	
			Net of 1 Invoices / 0 Checks	148.00	
			4 invoices and 0 checks for 10 vendors:	23,553.26	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	VOICE HOUSE	DEPOSIT FOR EMPLOYEE RECOGNITION BANQUE	100.00	
100-100-54310	BUILDING MAINTENANCE	OBRIST & CO INC	SERVICE CALL - REPLACE SILLCOCK	135.26	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES	427.04	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	ORDINANCE #21-32, 21-33, 21-34	66.00	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	92.72	
100-100-56020	OFFICE SUPPLIES	OFFICENET	LABELS	15.90	
100-100-56020	OFFICE SUPPLIES	OFFICENET	SHARPIE	2.52	
100-100-56020	OFFICE SUPPLIES	OFFICENET	HEW CRTDG: CYN, YW, GY	158.10	
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,015.00	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	34.38	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	26.83	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.83	
100-100-56650	MEMBERSHIP DUES	NEIGHBORWORKS NORTHEAST	RURAL WORKFORCE HOUSING FUND	15,000.00	
100-100-57200-20003	CAPITAL-LAND & BUILDINGS	GEORGE BUTLER ASSOCIATES	COLUMBUS FLOOD MITIGATION BRIC GRANT AS	665.25	
Total For Dept 100 GENERAL ADMINISTRATION				18,742.83	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52700	TRAINING AND TUITION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	99.00	
100-102-56010	SUPPLIES	CAPITAL ONE - WALMART	SUPPLIES	15.89	
100-102-56030	CLEANING SUPPLIES/SERVICE	CAPITAL ONE - WALMART	SUPPLIES	26.73	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	21.09	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	7.66	
Total For Dept 102 COLUMBUS AREA TRANSIT				170.37	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	FOOD, FOAM CONT, CUPS LIDS	48.07	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES	29.44	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	FOOD, FOAM CONT, CUPS LIDS	165.76	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	FOOD, FOAM CONTAINERS	18.89	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SYSCO LINCOLN	FOOD, ECOLAB HAND CLEANER	84.99	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	19.16	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	9.92	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	FOOD, FOAM CONT, CUPS LIDS	1,500.31	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	FOOD, ECOLAB HAND CLEANER	1,066.73	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	FOOD, FOAM CONTAINERS	1,699.71	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	FOOD	1,219.55	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				5,862.53	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	19.16	
100-105-56650	MEMBERSHIP DUES	AMERICAN PAYROLL INSTITUT	MEMBERSHIP RENEWAL-HEATHER LINDSLEY	262.00	
Total For Dept 105 FINANCE				281.16	
Dept 106 CITY CLERK					
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	15.33	
Total For Dept 106 CITY CLERK				15.33	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.83	
Total For Dept 108 HUMAN RESOURCES				3.83	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	SUPPLIES	70.79	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT	CCMEALS - BENJAMIN WOTIPKA & RYAN AUTEN	137.84	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT	CCMEALS - BENJAMIN WOTIPKA, RYAN AUTEN, J	171.94	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	1,414.38	
100-110-52800	UNIFORMS	911 CUSTOM LLC	BLACKINTON B736 RHODIUM WALLET BADGE	107.95	
100-110-52800	UNIFORMS	911 CUSTOM LLC	BLACKINTON B957 RHODIUM BADGE	81.95	
100-110-53200	PROFESSIONAL SERVICES	PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION ZACHARY MCCLOU	135.00	
100-110-53520	CONTRACT SERVICES	PLATTE VALLEY HUMANE SOCIETY	QUARTERLY PAYMENT PER AGREEMENT	20,000.00	
100-110-54310	BUILDING MAINTENANCE	POWER TECH LLC	TROUBLESHOOT GENSET ALARMS	1,151.24	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AGREEMENT	214.00	
100-110-54320	EQUIPMENT MAINTENANCE	OFFICENET	COPIER CONTRACT	66.14	
100-110-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS	56.10	
100-110-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS	14.52	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,343.00	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	5,712.00	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	4,041.55	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	4,980.00	
100-110-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES - SEPTEMBER 202	256.00	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	134.13	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.83	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	149.95	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE	800.20	
Total For Dept 110 POLICE				42,042.51	
Dept 120 FIRE					
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	117.18	
100-120-52800	UNIFORMS	GALLS LLC	MATERIALS	543.00	
100-120-52800	UNIFORMS	GALLS LLC	COMPANY PANT	132.14	
100-120-52800	UNIFORMS	GALLS LLC	OSUNA NEW UNIFORMS	326.90	
100-120-52800	UNIFORMS	GALLS LLC	PANT REPLACEMENTS	829.22	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL	25.50	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - CHARLIE LOUIS STATION	24.50	
100-120-54310	BUILDING MAINTENANCE	TM CLEANING	AUGUST CLEANING	100.00	
100-120-54310	BUILDING MAINTENANCE	TM CLEANING	SEPTEMBER CLEANING - CHARLIE LOUIS FIRE	100.00	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	REPROGRAM PORTABLE RADIOS	816.00	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	SERVICE - 2019 FORD F550 VIN #2559	265.06	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	WASP & HORNET SPRAY	5.00	
100-120-56010	SUPPLIES	DANKO EMERGENCY EQUIPMENT	FIRES HOOKS	465.50	
100-120-56010	SUPPLIES	DANKO EMERGENCY EQUIPMENT	5 - NRS EXTREME SAR DRYSUITS	3,388.31	
100-120-56010	SUPPLIES	DANKO EMERGENCY EQUIPMENT	3 - NRS REACTOR RESCUE GLOVES	133.31	
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	23.86	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	63.24	
100-120-57510	CAPITAL-EQUIPMENT	DANKO EMERGENCY EQUIPMENT	THERMAL SITUATIONAL AWAREMESS CAMERA, T	18,728.00	
Total For Dept 120 FIRE				26,086.72	
Dept 121 RESCUE					
100-121-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	117.18	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL	25.50	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - CHARLIE LOUIS STATION	24.50	
100-121-54310	BUILDING MAINTENANCE	TM CLEANING	AUGUST CLEANING	100.00	
100-121-54310	BUILDING MAINTENANCE	TM CLEANING	SEPTEMBER CLEANING - CHARLIE LOUIS FIRE	100.00	
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	GARBAGE SERVICE	119.50	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	SUPRAGLOTTIC AIRWAY KITS	670.05	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	KIT SPARE PART - LITTMANN STETHOSCOPE	382.47	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	MASK - OXYGEN CONCENTRATION	82.36	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	COVERALL, IMMOBILIZER	298.28	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	23.85	
100-121-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS	23.21	
100-121-56020	OFFICE SUPPLIES	OFFICENET	SUPPLIES	113.21	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	MEDICAL WASTE DISPOSAL	1,011.26	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	63.23	
Total For Dept 121 RESCUE				3,154.60	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	SCREENINGS	1,035.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				1,035.00	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	READ ALOUD NEBRASKA	2021 FALL RAN WORKSHOP/HRUSKA	35.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	SHIRTS	51.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	AMAZON	DURACELL 76A ALKALINE BATTERY	5.20	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	AMAZON	HP 410X CF410X TONER CART	311.78	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	HP312A CF381A TONER CART	135.89	
100-130-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	SERVICE CALL - UPSTAIRS AC	820.00	
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	NOVEMBER 2021 AD MANAGEMENT FEE	152.00	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	783.18	
100-130-56010-MTRLS	SUPPLIES	AMAZON	WHITE GRID DIVIDER, GONZO ORDER ELIMIN	50.89	
100-130-56010-MTRLS	SUPPLIES	DEMCO INC	ROLL GLASS REINFORCED FILAMENT TAPE	48.32	
100-130-56010-MTRLS	SUPPLIES	OFFICENET	LABELS	14.64	
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,034.00	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	53.65	
100-130-56250	REFUSE	U & I SANITATION	GARBAGE SERVICE	50.00	
100-130-56400-ADULT	PROGRAMS	CAPITAL ONE - WALMART	SUPPLIES	5.94	
100-130-56400-CHSAT	PROGRAMS	CAPITAL ONE - WALMART	SUPPLIES	44.04	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVDS	175.65	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	AUG 2021 CLOUD CONTENT	17.29	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	AUG 2021 CLOUD CONTENT EAUDIOBOOK LICEN	20.18	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	BILLY SUMMERS	39.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	90.37	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	54.39	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	56.92	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	93.79	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	17.30	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	13.41	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	9.83	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	74.11	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	118.80	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	806.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	SPANISH PRINCESS SEASON 1	26.24	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DOLLY PARTON STORYTELLER	29.99	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	AUG 2021 CLOUD CONTENT EAUDIOBOOK LICEN	19.15	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	50.32	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	688.39	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	61.57	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	6.14	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	LERNER PUBLISHING GROUP	PRAYING MANTISES	21.99	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	80.47	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	37.75	
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	22.53	
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	25.54	
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MINECRAFT SHORTAGE	(8.99)	
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	45.71	
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	1MATERIALS	257.03	
Total For Dept 130 LIBRARY				7,547.39	
Dept 140 CEMETERY					
100-140-56080	PLANTS SOD SEED FLOWERS	WILKE LANDSCAPE CENTER	BUSHES - CEMETARY	145.90	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.83	
Total For Dept 140 CEMETERY				149.73	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEFLAWN SERVICE -	371 25TH AVE 8/7/21 & 9/	233.04	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEFLAWN SERVICE -	2309 7TH ST 9/11/21	230.89	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEFLAWN SERVICE -	2458 26TH AVE 8/20/21	100.00	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEFLAWN SERVICE -	1632 BEHLEN ST 9/11/21	50.00	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEFLAWN SERVICE -	3620 18TH ST 9/11/21	50.00	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES	453.62	
100-145-56020	OFFICE SUPPLIES	OFFICENET	LEGAL PAD	7.39	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 9/16 - 10/15/21	19.16	
Total For Dept 145 COMMUNITY DEVELOPMENT				1,144.10	
Dept 150 PARKS					
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	17.63	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	BATTERY TERMINAL	9.92	
100-150-54320	EQUIPMENT MAINTENANCE	SHERWIN-WILLIAMS CO	QP GUN FILTER	9.48	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE CHANGE	10.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	MOTOR	1,259.93	
100-150-54330	VEHICLE MAINTENANCE	TURFWERKS	WHEEL HUB, WHEEL & TIRES	1,311.36	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TAPE BARCODE CAUTION	19.98	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SUPPLES	22.38	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	2 CYCLE OIL, PAPER TOWELS	41.89	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	AJAX	19.32	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MARK FLAG RED	9.99	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPI	3 - 50# ATHLETIC FIELD MARKERS	27.06	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPI	3 - 50#ATHELETIC FEILD MARKER	27.06	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 9/16 - 10/15/21	15.33	
Total For Dept 150 PARKS				2,801.33	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	METAL CUTOFF DISC	7.18	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	HOSE BARB MENDR	3.99	
100-151-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MARK FLAG YELLOW	9.99	
100-151-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MARK FLAG RED & YELLOW	19.98	
100-151-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	SUPPLIES	6.97	
100-151-56030	CLEANING SUPPLIES/SERVICE	CAPITAL ONE - WALMART	SUPPLIES	18.64	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATIO	PHONE/INTERNET CHARGES 9/16 - 10/15/21	7.66	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				74.41	
Dept 152 AQUATIC CENTER POOL					
100-152-56200	TEACHING SUPPLIES	THE LIFEGUARD STORE	PRESTAN FAMILY PACK	1,179.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	7.66	
Total For Dept 152 AQUATIC CENTER POOL				1,187.54	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	BATTERY	105.97	
100-155-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	617.50	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	11.50	
Total For Dept 155 VAN BERG GOLF COURSE				734.97	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	MIDWEST TURF & IRRIGATION	LYNX APPS	99.00	
100-156-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT	53.70	
100-156-56010	SUPPLIES	MIDWEST TURF & IRRIGATION	RECON E-OSMAC	345.54	
100-156-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	1,915.96	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	30.66	
Total For Dept 156 QUAIL RUN GOLF COURSE				2,444.86	
Total For Fund 100 GENERAL FUND				113,479.21	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	607.19	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	62.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	299.24	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	299.24	
200-200-53100	ENGINEERING SERVICES	NE DEPT OF TRANSPORTATION	PROJ NO. NBIS(118) - FRACTURE CRITICAL	360.79	
200-200-54310	BUILDING MAINTENANCE	ELECTRONIC SYSTEMS INC	SEVICE CALL STREET DEPT BUILDING	170.00	
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	HYDRAULIC SPIN-ON	44.09	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	UNIT #92 - FLIP RING ANCHORS & QUICK LI	23.92	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERV	MATERIALS	265.75	
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	BALDWIN FILTERS - UNIT # 61	188.83	
200-200-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	10 - STD MINIATURE LAMP	18.10	
200-200-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	MIX NOZZLES, PIGTAIL	54.51	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	LEGACY CAR WASH	727.13	
200-200-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	NON-CHLR BRK CLN	60.00	
200-200-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	BULK MULTI CONDUCTOR CABLE	124.50	
200-200-56010	SUPPLIES	BOMGAARS	FASTENERS	4.40	
200-200-56010	SUPPLIES	BOMGAARS	SOLDER	19.99	
200-200-56010	SUPPLIES	BOMGAARS	ROUNDUP SPRAYER	21.99	
200-200-56010	SUPPLIES	BOMGAARS	SNOW FENCE	441.92	
200-200-56010	SUPPLIES	CAPITAL ONE - WALMART	FW STRAINER	16.88	
200-200-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	2 CASES URINAL PUCKS	53.90	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	VAN BRUSH, 10" BRUSH	48.98	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	ELECT TAPE/SUPPER GLUE	13.89	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	MOLY GREASE	40.41	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	SHARPEN	24.00	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	TRIMMER LINE	86.99	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	BAR OIL	17.99	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	SNAP	68.00	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	QP EASY OUT	14.98	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	SNAP/STRAINER PRO	46.53	
200-200-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS	62.62	
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	96.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 10/05/2021 - 10/05/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	651.75	
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	8,425.05	
200-200-56090	SMALL TOOLS	BOMGAARS	SCREWDRIVERS, DEAD BLOW HAMMER, ADJUST	95.43	
200-200-56090	SMALL TOOLS	K & S TOOL SERVICE	SUPPLIES	37.99	
200-200-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	TRAILER CONN UNIV - UNIT #68	30.39	
200-200-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	MASS AIR FLOW SENSOR - 63	87.19	
200-200-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	VAPOR CAN #63 VIN 3985	26.51	
200-200-56130	SUPPLIES FOR RESALE	BOMGAARS	SUPPLIES	28.15	
200-200-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	CONVERTER	(6.00)	
200-200-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	CONNECTOR	33.99	
200-200-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	O2 SENSOR	76.28	
200-200-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	CONVERTER	27.99	
200-200-56130	SUPPLIES FOR RESALE	TRI COUNTY TRUCK REPAIR	PARTS	6.28	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	15.33	
200-200-56650	MEMBERSHIP DUES	APWA	GROUP MEMBERSHIP RENEWAL 12/01/2021 - 1	240.00	
200-200-57200-19260	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	COLUMBUS LOUP RIVER LEVEE IMPROVEMENTS	4,315.25	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	PROCHASKA & ASSOCIATES INC	PROJECT 210705 - 33RD AVE VIADUCT BRIDG	4,877.10	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	UNION PACIFIC RAILROAD CO	ENGINEERING AGREEMENT FOR US81/30 DOT 9	15,000.00	
200-200-57200-21077	CAPITAL-LAND & BUILDINGS	CAPITOL CITY ELECTRIC	SERVICE CALL TO REPAIR SCHOOL TRAFFIC I	732.16	
200-200-57200-21077	CAPITAL-LAND & BUILDINGS	GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL SERVICE	1,797.00	
Total For Dept 200 STREETS				40,882.60	
Total For Fund 200 STREETS/ENGINEERING				40,882.60	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54470	FSS BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	4 - 210 W 27500 LUMENS	760.00	
205-205-56010	SUPPLIES	LAKEVIEW SMALL ENGINE INC	AIR FILTER, OIL KAW 10W40	36.26	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	11.50	
205-205-56250	REFUSE	U & I SANITATION	SEPT GARBAGE SERVIE	42.50	
205-205-56260	UTILITIES - FSS BUILDING	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL FEES	706.00	
Total For Dept 205 AIRPORT				1,556.26	
Total For Fund 205 AIRPORT				1,556.26	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	NEBRASKA APCO/NENA	2021 APCO NENA CONFERENCE/RACHEL PENSIC	125.00	
220-220-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL FEES	706.00	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES - SEPTEMBER 202	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.83	
220-220-56250	REFUSE	U & I SANITATION	SEPT GARBAGE SERVIE	42.50	
Total For Dept 220 E911				2,093.32	
Total For Fund 220 COMMUNICATIONS - E911				2,093.32	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	AUGUST 2021 ADMIN SERVICES	18.75	
Total For Dept 240 HOUSING REHAB & LOANS				18.75	
Total For Fund 240 HOUSING REHAB & LOANS				18.75	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CREDIT	MIKSCH DALE	UB refund for account: 100-16550-01	31.92	
				31.92	
Total For Dept 000					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	NWEA	CONFERENCE - CHUCK SLIVA	200.00	
500-500-52700	TRAINING AND TUITION	NWEA	REGISTRATION - KRIS GERNSTEIN	200.00	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	607.19	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	138.28	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	SOAP, MAT, UNIFORMS	98.59	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	138.28	
500-500-54320	EQUIPMENT MAINTENANCE	SNAP-ON TOOLS	DETROIT DIESEL	474.75	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	LEAK RAKE	19.99	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	SPADES, SHOVELS, FLOOR DRY	281.86	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	RECIP SAW, GRINDER DISK, CUTTING WHEELS	403.93	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	SUPPLIES	15.50	
500-500-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	44TH AVENUE & 23RD STREET	641.96	
500-500-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	15TH STREET & 27TH AVE - CITY SEWER	456.98	
500-500-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	27TH AVE & 15TH ST	308.99	
500-500-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	CLOSET KIT	68.83	
500-500-56020	OFFICE SUPPLIES	OFFICENET	WALL CALENDAR	32.07	
500-500-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS, PAPER, PENS, LETTER OPENER	40.76	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	PAPER TOWELS, SOAP, MOP, MAT	33.94	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	13.00	
500-500-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	WAVE 3D URINAL SCRNS	25.50	
500-500-56090	SMALL TOOLS	BOMGAARS	PLIERS	11.76	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	11.50	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	7.71	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.86	
500-500-56650	MEMBERSHIP DUES	APWA	GROUP MEMBERSHIP RENEWAL 12/01/2021 - 1	240.00	
500-500-56650	MEMBERSHIP DUES	WATER ENVIRONMENT FEDERATI	MEMBERSHIP DUES-CHUCK SLIVA	148.00	
				4,623.23	
Total For Dept 500 WASTEWATER COLLECTION					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	NWEA	REGISTRATION - MARTY EATON	200.00	
500-501-52700	TRAINING AND TUITION	NWEA	REGISTRATION - JIM SPEICHER	200.00	
500-501-52700	TRAINING AND TUITION	NWEA	REGISTRATION - AMY SLIVA	200.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	93.37	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	93.37	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	CABLE PULLER	59.99	
500-501-54320	EQUIPMENT MAINTENANCE	CONNECTING POINT/RADIO SHZ	TRIPP-LITE 1500 VA UPS BATTERY BACKUP	229.99	
500-501-54320	EQUIPMENT MAINTENANCE	EDISON LIGHTING SUPPLY &	115W EXTERIOR RETRO FIT LAMP	1,219.35	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	DOUBLE ENDED TYPE B LED	35.52	
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	WIRE	527.61	
500-501-54320	EQUIPMENT MAINTENANCE	FASTENAL COMPANY	SUPPLIES	43.20	
500-501-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL	1,009.83	
500-501-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	2 CASES MULTIFOLD TOWELS	79.90	
500-501-56020	OFFICE SUPPLIES	OFFICENET	INK CARTDG	35.79	
500-501-56020	OFFICE SUPPLIES	OFFICENET	COPIER PAPER	5.08	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP, MATS, TOWELS	22.07	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	2.92	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES RC LIME PLANT	5,495.27	
500-501-56100	LABORATORY	HACH COMPANY	BUFFER SOLN	102.75	
500-501-56100	LABORATORY	MIDLAND SCIENTIFIC INC	CHEMICALS	350.82	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56100	LABORATORY	USA BLUE BOOK	SUPPLIES	366.78	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	19.16	
Total For Dept 501 WASTEWATER TREATMENT FAC				10,392.77	
Total For Fund 500 UTILITY SERVICE				15,047.92	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	NEBRASKA DEPT OF ENVIRONME	GRADE IV COURSE - BRANDON ZAKRAZEWSKI &	160.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	607.19	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	CHAIN SHARPENER/STIHL CHAIN	38.99	
520-520-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MOP/MATS	30.57	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	SUPPLIES	11.47	
520-520-54320	EQUIPMENT MAINTENANCE	SNAP-ON TOOLS	DETROIT DIESEL	474.75	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	WEDGE HANDLE	5.34	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	4.47	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	3 - 16' DRAIN SPADES	89.97	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	SUPPLIES	3.50	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	FOOD GRADE ANTI-SEIZE	41.77	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	BACKFLOW KITS	497.67	
520-520-54420	WELL MAINTENANCE	ACE HARDWARE & GARDEN CNT	LED PLUG/PLAY LAMP	13.90	
520-520-54420	WELL MAINTENANCE	ACE HARDWARE & GARDEN CNT	PAINT BRUSH SET	5.34	
520-520-54420	WELL MAINTENANCE	BOMGAARS	BULK BOLTS	5.37	
520-520-54420	WELL MAINTENANCE	CENTRAL INSULATION & ROOFI	ROOF LEAKS REPAIRED ON WELL PUMPING BUI	440.00	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	1,034.00	
520-520-56020	OFFICE SUPPLIES	OFFICENET	WALL CALENDAR	32.07	
520-520-56020	OFFICE SUPPLIES	OFFICENET	CALENDARS, PAPER, PENS, LETTER OPENER	40.75	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	PAPER TOWELS, SOAP, MOP, MAT	33.93	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELOP TOWELS	38.15	
520-520-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	WAVE 3D URINAL SCRNS	25.50	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,829.83	
520-520-56090	SMALL TOOLS	BOMGAARS	DRILL BIT SETS	30.22	
520-520-56090	SMALL TOOLS	BOMGAARS	PLIERS	11.76	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	PAID WRONG AMOUNT \$1941.00 S/B \$1929.95	15.95	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	7.70	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	22.99	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 9/16 - 10/15/21	3.85	
520-520-56650	MEMBERSHIP DUES	APWA	GROUP MEMBERSHIP RENEWAL 12/01/2021 - 1	240.00	
Total For Dept 520 WATER				8,797.00	
Total For Fund 520 WATER				8,797.00	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES	607.19	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, TOWELS, UNIFORMS	108.66	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	107.48	
570-570-53200	PROFESSIONAL SERVICES	STANLEY PETROLEUM	REPROGRAM PUMP 1	324.00	
570-570-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	FIX DEF HEATER	729.24	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE REPAIR #9	35.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TIRE	90.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	USED TIRE	110.00	
570-570-54330	VEHICLE MAINTENANCE	TRI COUNTY TRUCK REPAIR	PARTS	93.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, TOWELS, UNIFORMS	34.90	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	6,733.70	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	1,938.00	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	642.49	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION PHONE/INTERNET CHARGES 9/16 - 10/15/21		11.50	
Total For Dept 570 TRANSFER STATION				<u>11,565.16</u>	
Total For Fund 570 SOLID WASTE DIVISION				<u>11,565.16</u>	
Fund 730 LICENSES TO SCHOOLS					
Dept 730 LICENSES TO SCHOOLS					
730-730-56710	SCHOOL DISTRICT	SCHOOL DISTRICT #1	LIQUOR AND TOBACCO LICENSE REVENUE P/E	4,165.00	
Total For Dept 730 LICENSES TO SCHOOLS				<u>4,165.00</u>	
Total For Fund 730 LICENSES TO SCHOOLS				<u>4,165.00</u>	

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User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 10/05/2021 - 10/05/2021
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 100 GENERAL FUND	113,479.21
Fund 200 STREETS/ENGINEE	40,882.60
Fund 205 AIRPORT	1,556.26
Fund 220 COMMUNICATIONS	2,093.32
Fund 240 HOUSING REHAB &	18.75
Fund 500 UTILITY SERVICE	15,047.92
Fund 520 WATER	8,797.00
Fund 570 SOLID WASTE DIV	11,565.16
Fund 730 LICENSES TO SCI	4,165.00

Total For All Funds:	<u>197,605.22</u>
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
66916	PETE LIEN & SONS INC.	09/18/2021	10/05/2021	5,495.27	5,495.27	Open	N
67070	SAPP BROS PETROLEUM INC	08/23/2021	10/05/2021	8,425.05	8,425.05	Open	N
67077	SAPP BROS PETROLEUM INC	09/10/2021	10/05/2021	5,712.00	5,712.00	Open	N
67078	SAPP BROS PETROLEUM INC	09/13/2021	10/05/2021	6,733.70	6,733.70	Open	N
# of Invoices:	4	# Due:	4	Totals:	26,366.02	26,366.02	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					26,366.02	26,366.02	

--- TOTALS BY FUND ---

100 - GENERAL FUND	5,712.00	5,712.00
200 - STREETS/ENGINEERING	8,425.05	8,425.05
500 - UTILITY SERVICE	5,495.27	5,495.27
570 - SOLID WASTE DIVISION	6,733.70	6,733.70

--- TOTALS BY DEPT/ACTIVITY ---

110 - POLICE	5,712.00	5,712.00
200 - STREETS	8,425.05	8,425.05
501 - WASTEWATER TREATMENT FAC	5,495.27	5,495.27
570 - TRANSFER STATION	6,733.70	6,733.70

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 - None**

10. **REPORTS OF COUNCIL COMMITTEES - None**

11. **REPORTS OF SPECIAL COMMITTEES - None**

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A. Quote from UV Doctor in the amount of \$15,120 for ultraviolet bulbs and sleeves for waste water treatment facility.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

DATE: September 29, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of UV Bulbs and Sleeves

RECOMMENDATION: To accept the low quote from UV Doctor for 72 Ultraviolet bulbs and sleeves in the amount of \$15,120.00.

DISCUSSION: This is a partial replacement of 144 bulbs in the UV Disinfection unit at the Waste Water Treatment Facility. Bulbs are replaced after they reach a certain number of seasonal run hours or every 2 to 3 years based on a change out schedule.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$25,000.00 CIP Fund.

SIGNATURE:

By: _____

Chuck Sliva, Public Works Director

Approved By: _____

Heather Lindsley, Finance Director

Approved By: _____

Tara Vasicek, City Administrator



CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510

Department Head Approval: *[Signature]*

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

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

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

Date: ##### Time: xxxx

Vendor Name: UV Doctor

Vendor Employee Name: Stacy Shaffer

Telephone: 509-447-5800

Quote For: 72 UV Bulbs and Sleeves

Quote Includes:	Item Totals
(72) UV Bulbs and Sleeves @ \$210.00 per set X 72	\$ 15,120.00
	\$
	\$
	\$
	\$
	\$
Total:	\$ 15,120.00

Quote Excludes: Shipping

Delivery Date: 4 To 6 weeks Shipped By: UV Doctor

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

Tax Excluded yes

City Employee Obtaining Quote: Marty Eaton



Date Sep 13, 2021

Columbus, NE WWTF

Marty Eaton
759 S. 14th Ave.
PO Box 1677/68602
Columbus, NE 68601

QUOTE # COLUMBUSNE-9-13

Please review the quote:

Line	Qty	Part #	Description	USD Price	Ext. Price
1	72	UVDRX 1605A	GIA1570T6LCA/2S13/CB-034 - Trojan 3000Plus Lamp # 794447-ORD Replacement	\$135.00	\$9,720.00
2	72	UVDRX 1625	QUARTZ SLEEVE FLARED Trojan 3000Plus #316136 Replacement	\$75.00	\$5,400.00
Total					\$15,120.00

Delivery: 4 to 6 weeks. Due to Covid-19, delivery times may vary.

Protocol and Warranty:

Send UV Doctor your used ballast and we will completely rebuild it replacing all components with the capacity for failure including all transformers, resistors and solder points. We will ship your rebuilt ballast back to you. UV Doctor will guarantee performance to OEM specifications for a period of 3 years. ONE year with free replacement for failure and prorated after that.

Payment Terms: Net 30 with approved credit. new customers please fax references

Shipping Terms: FOB Newport WA

Quote is valid for 90 days and is subject to the terms and conditions attached.

Sincerely,

STACY SHAFFER

209 S. WASHINGTON AVE. NEWPORT WA 99156
TEL: (509) 447-5800 - FAX: (509) 447-5822

CITY OF COLUMBUS QUOTE SHEET FOR PURCHASES

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510

Department Head Approval: _____

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____

(For Purchases of \$5,000 to \$40,000)

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

Date: ##### Time: xxxx

Vendor Name: USA BlueBook

Vendor Employee Name: Brian Black

Telephone: 800-548-1234

Quote For: 72 UV Bulbs and Sleeves

Quote Includes:	Item Totals
(72) UV Bulbs and Sleeves @ \$284.97 per set X 72	\$ 20,517.84
	\$
	\$
	\$
	\$
	\$
Total:	\$ 20,517.84

Quote Excludes: Shipping

Delivery Date: 3 To 4 weeks Shipped By: USA BlueBook

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

Tax Excluded yes

City Employee Obtaining Quote: Marty Eaton



12 @
\$284.97
\$20,517.84

Summary More Like This Just For You

Part#: 10913

Weight: 1.0 lbs

Brand: Atlantic Ultraviolet
(<https://www.usabluebook.com/m-866-atlantic-ultraviolet.aspx>)

Replacement Lamp for Trojan 302509 / UV 3000 Plus

- 12,000 hours effective life
- Consistent UV output throughout life of lamp

Price:

\$156.01 USD/Each

Need Help? Call 800-548-1234

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

Department: Wastewater Treatment

Charge to Account Number: 500-501-57510

Department Head Approval: _____

Finance Director Review: _____

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: _____

(For Purchases of \$5,000 to \$40,000)

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

Date: ##### Time: xxxx

Vendor Name: MC2 Electric Pump

Vendor Employee Name: Marquita Utter

Telephone: 800-383-7867

Quote For: 72 UV Bulbs and Sleeves

Quote Includes:	Item Totals
(72) UV Bulbs and Sleeves @ \$476.16 per set X 72	\$ 34,283.70
	\$
	\$
	\$
	\$
	\$
Total:	\$ 34,283.70

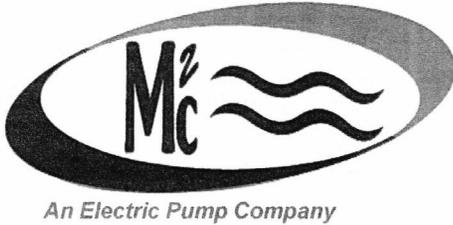
Quote Excludes: Shipping

Delivery Date: 3 To 4 weeks Shipped By: MC2 Electric Pump

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

Tax Excluded yes

City Employee Obtaining Quote: Marty Eaton



QUOTATION

4280 E 14th Street
Des Moines, IA 50313 USA

Telephone: (800) 383-7867 / FAX (515) 265-8079

www.mc2h2o.com

QUOTE NUMBER: 0007425
QUOTE DATE: 9/13/2021
EXPIRE DATE: 10/13/2021

SALESPERSON: TONY BILEK
CUSTOMER NO: 9422385
QUOTED BY: MJU
MARTY.

QUOTED TO:
CITY OF COLUMBUS
2424 14TH ST
BOX 1677
COLUMBUS, NE 68602

JOB LOCATION:
CITY OF COLUMBUS
2424 14TH ST
BOX 1677
COLUMBUS, NE 68602

CONFIRM TO:
MARTY

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
MARTY	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

MARTY, PLEASE FIND BELOW OUR OFFER ON THE TROJAN BULB/SLEEVE KITS YOU REQUESTED.

331014-003	EACH	18.00	0.00	0.00	1,904.65	34,283.70
------------	------	-------	------	------	----------	-----------

TROJAN LAMP SLEEVE KIT 794447-ORD.
INCLUDES COMPONENTS FOR COMPLETE LAMP/SLEEVE CHANGE
OUT OF 4 LAMPS

DELIVERY IS APPROX. 3 WEEKS AFTER RECEIPT OF ORDER.
FREIGHT IS NOT INCLUDED IN ABOVE PRICE.

mutter@electricpump.com
THANK YOU, MARQUITA UTTER

#44616 Bulb + Sleeve

All return goods must have written approval from MC2, Inc.
before returning. Credit will not be issued without written approval and
if applicable there will be a Restock Fee.

Net Order:	34,283.70
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	34,283.70

ABOVE PRICING EFFECTIVE FOR 30 DAYS

13.B. Purchase from Municipal Pipe Tool Co., LLC in the amount of \$45,151.45 for transporter unit with sewer inspection camera assembly for water utilities division.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT
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Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: September 29, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of WM360 Transporter with a MZ330 /MW375 CCTV Sewer Inspection Camera assembly.

RECOMMENDATION: To accept the following attached H-GAC quote from Municipal Pipe Tool Company, Hudson Iowa. The H-GAC price is \$45,151.45

DISCUSSION: Unit is being purchased using the H-GAC Cooperative Purchasing Program, this is a competitively solicited cooperative bid process used by local city, state and federal governments. This unit will replace current 5-6 year old unit that will be retained as a back-up unit.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$55,000.00 CIP Fund.

SIGNATURE:

By: 
Chuck Sliva, Public Works Director

Approved By: 
Heather Lindsley, Finance Director

Approved By: 
Tara Vasicek, City Administrator





515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation
Quote Number:
5099

Quote Date:
Sep 27, 2021

Page:
1

Quoted to:

CITY OF COLUMBUS
2424 14th St
PO Box 1677
COLUMBUS, NE 68601

Fax: 402-563-1380

Customer ID	Good Thru	Payment Terms	Sales Rep
COLUM	10/27/21	Net 15 Days	06ROBINSON

Quantity	Description	Unit Price	Extension
1.00	WM360 TRANSPORTER ASSY,CPR,60 VOLT,BRASS	18,995.00	18,995.00
1.00	MZ330 CAMERA ASSY,M/C,OZIII,EC3044	22,656.45	22,656.45
1.00	WM375 CAMERA ASY,REARVIEW,CPR/SPR,W/O LFT	3,500.00	3,500.00
	PLUS FREIGHT		
	PRICE OF ITEMS BASED ON HGAC CONTRACT PRICE		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal 45,151.45
Sales Tax
Freight
Total 45,151.45

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell _____



Cooperative Purchasing

About H-GAC's Cooperative Purchasing Program

The H-GAC Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service available nationwide. This program is available to local government entities and qualifying non-profit corporations.

Contact Info

Brian Denzel

Manager

Brian.Denzel@h-gac.com

832-681-2554

Public Services Contract & Energy Contact

Gwen Norman

Manager

gwen.norman@h-gac.com

713-993-4540

13.C. Purchase from Bobcat of Norfolk in the amount of \$58,202.10 for compact track skid loader for street division.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

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Streets • MSW Transfer Station
Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: September 29, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of Bobcat T76 T4 Compact Track Skid Loader

RECOMMENDATION: To accept the State Bid from Bobcat of Norfolk, NE in the amount of \$58,202.10 for the purchase of 1-New 74HP T76 T4 Bobcat Compact Track Loader.

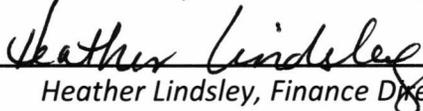
DISCUSSION: Unit is being purchased using the DOT State Bid Purchasing Program, this is a competitively solicited cooperative bid process used by local city and state governments. This unit will be newly added piece of equipment that is needed to properly maintain wet ditches, slopes, and grades that we cannot access at this time. This unit will also be utilized for downtown snow removal and curb line cleanup. All stock parts, oils, and attachments on hand will work with this machine.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$54,000.00 CIP Fund.

SIGNATURE:

By: 
Chuck Sliva, Public Works Director

Approved By: 
Heather Lindsley, Finance Director

Approved By: 
Tara Vasicek, City Administrator





Product Quotation

Quotation Number: 31707D032008

Date: 2021-09-02 16:21:01

Ship to	Bobcat Dealer	Bill To
City of Columbus Street Dept. Attn: Shane 4528 19th St. Columbus, NE 68601 Phone: (402) 562-4253 Fax: (402) 564-5380	Bobcat of Norfolk, Norfolk, NE 3201 SOUTH 13TH STREET NORFOLK NE 68701-9304 Phone: (402) 371-0144 Fax: (402) 371-6031 ----- Contact: Grant Gadeken Phone: 402-860-2585 Fax: zak.kruse E Mail: ggadeken@nebraskaharvestore.co m	City of Columbus Street Dept. Attn: Shane 4528 19th St. Columbus, NE 68601 Phone: (402) 562-4253 Fax: (402) 564-5380

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystick Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support	M0371	1	\$70,565.00	\$70,565.00
				Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE- J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Warranty: 2 years, or 2000 hours whichever occurs first
P67 Performance Package "Power Bob-Tach 7-Pin Attachment Control	M0371-P06-P67	1	\$6,652.00	\$6,652.00
				Two-Speed, High Flow, Dual Direction Bucket Positioning"
C68 Comfort Package "Enclosed Cab with HVAC Sound Reduction	M0371-P07-C68	1	\$7,772.00	\$7,772.00
				Heated Cloth Air Ride Suspension Seat Premium LED Lights Rear View Camera"
Touch Display with Radio & Bluetooth				
17.7" Multi Bar Track	M0371-R09-C05	1	\$714.00	\$714.00
5-Link Torsion Suspension Undercarriage	M0371-R21-C13	1	\$2,482.00	\$2,482.00
Total of Items Quoted				\$88,185.00
Discount	Government Discount			(\$29,982.90)
Quote Total - US dollars				\$58,202.10

Notes:

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

Customer Acceptance:

Purchase Order: NDOT-10/1/21/CIP#73

Authorized Signature:

Print: Chuck Sliva

Sign: Chuck Sliva

Date: 9/9/21

13.D. Purchase from Deere & Company in the amount of \$135,110.60 for 4-wheel drive tractor for street division.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

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Phone: 402-562-4260
Fax: 402-562-4265
www.columbusne.us

MEMORANDUM

DATE: September 29, 2021
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of John Deere 6145M FWD Tractor

RECOMMENDATION: To accept the following attached Sourcewell (#58937) quote from Deere & Company Vendor, Platte Valley Equipment LLC Humphrey NE. The following quote is for the purchase of 1-New 145HP 6145M John Deere FWD Tractor for \$135,110.60

DISCUSSION: Unit is being purchased using the Cooperative Purchasing Program Sourcewell, this is a competitively solicited cooperative bid process used by local city and state governments. This unit will replace under sized non FWD tractor in current fleet that has been prone to multiple breakdowns. Old unit will be offered at auction.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$135,000.00 CIP Fund.

SIGNATURE:

By: Chuck Sliva
Chuck Sliva, Public Works Director

Approved By: Heather Lindsley
Heather Lindsley, Finance Director

Approved By: Tara Vasicek
Tara Vasicek, City Administrator





The City of
COLUMBUS

PUBLIC WORKS DEPARTMENT

• Street

Utility Billing • Water Production • Water/Sewer Utility
• Wastewater • Solid Waste • Street

Director 402-562-4260

Fax 402-562-4265

Utility Billing 402-562-4220

August 25, 2021

Please be advised that this letter is to serve as notice, that the City Of Columbus has the intent to purchase one John Deere tractor using the Sourcewell (# 58937) procurement option upon approval of City Council as of October of 2021. The price is \$135,110.60 per Sourcewell contract.

Shipping address 4528-19th Street. Columbus Ne.

Unit is to be purchased from, Platte Valley Equipment Humphrey Ne.

Quote ID#24971528

Sincerely,

Chuck Sliva
Public Works Director
2424-14th Street
Columbus Ne.
68601



JOHN DEERE

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Contract name and number
- Signature
- Shipping address
- Billing address
- Membership number (if applicable)
- Tax exempt certificate (if applicable). Must be made out to Deere & Company.

Todd Scriven

Platte Valley Equipment LLC
26803 467th Street
Humphrey, NE 68642

Tel: 402-923-0606
Fax: 402-923-0870
Email: tscriven@pvequip.com

If information is not included, the Purchase Order or Letter of Intent will be returned.



JOHN DEERE



Platte Valley
Equipment

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Platte Valley Equipment LLC
26803 467th Street
Humphrey, NE 68642
402-923-0606
aternus@pvequip.com

Quote Summary

Prepared For:

Shane Crumley
CITY OF COLUMBUS STREET DEPART
Shane Crumley
4528 19TH ST
COLUMBUS, NE 68601
Mobile: 402-276-8277

Delivering Dealer:

Platte Valley Equipment LLC
Todd Scriven
26803 467th Street
Humphrey, NE 68642
Phone: 402-923-0606
tscriven@pvequip.com

Quote ID: 24971528
Created On: 02 August 2021
Last Modified On: 25 August 2021
Expiration Date: 09 August 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6145M Cab Tractor - 1L06145MAMG109358 Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: August 1, 2021	\$ 175,235.00	\$ 135,110.60 X	1 =	\$ 135,110.60
Equipment Total				\$ 135,110.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 135,110.60
Trade In	
SubTotal	\$ 135,110.60
Est. Service Agreement Tax	\$ 0.00
Total	\$ 135,110.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 135,110.60

Salesperson : X _____

Accepted By : X _____

13.E. Comments from mayor and city council members.

14. RESOLUTIONS

14.A. Resolution No. R21-130 approving agreement with HDR Engineering, Inc. in an amount not to exceed \$422,700 for design and construction phase services for Lost Creek Parkway trunk sewer extension from west of 10 Avenue to U.S. Highway 81 and 63 Avenue south of Lost Creek Parkway.

RESOLUTION NO. R21- 130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$422,700 FOR LOST CREEK PARKWAY TRUNK SEWER EXTENSION FROM WEST OF 10 AVENUE TO U.S. HIGHWAY 81 AND 63 AVENUE SOUTH OF LOST CREEK PARKWAY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, on July 2, 2018, the city entered into a contract with HDR Engineering, Inc. to provide engineering services to the city; and

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

WHEREAS, to accomplish this, the trunk sewer extension is required; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with HDR Engineering, Inc. in an amount not to exceed \$422,700 for Lost Creek Parkway Trunk Sewer Extension from west of 10 Avenue to U.S. Highway 81 and 63 Avenue south of Lost Creek Parkway, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 30, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lost Creek Parkway Trunk Sewer Extension from West of 10th Avenue to US Hwy 81 and on 63rd Avenue South of Lost Creek Parkway – Short Form Agreement Between Owner and Engineer for Professional Services with HDR Engineering Inc.

RECOMMENDATION:

I recommend approval of the Short Form Agreement between Owner and Engineer for Professional services with HDR Engineering Inc. for the Lost Creek Parkway Trunk Sewer Extension from West of 10th Avenue to US Hwy 81 and on 63rd Avenue South of Lost Creek Parkway. The work and services is a continuation of the Lost Creek Parkway/East 6th Avenue Trunk Sewer from 38th Street to west of 10th Avenue which was completed in 2020.

DISCUSSION:

The project is the next phase of the Lost Creek Parkway Sewer Study by HDR Engineering. The project will provide sanitary sewer service to benefiting properties along Lost Creek Parkway and 63rd Avenue south of Lost Creek Parkway. It consists of approximately 20,500 lineal feet of gravity sewer; 6,000 lineal feet of force main; and two lift stations and be located in the south side of Lost Creek Parkway and east side of 63rd Avenue all in existing right-of-way.

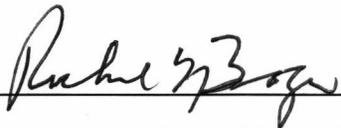
FISCAL IMPACT:

Hourly not to exceed amount of \$422,700. Part of 2021-2022 Budget CIP 20-91 in the amount of \$4,700,000.

ALTERNATIVE:

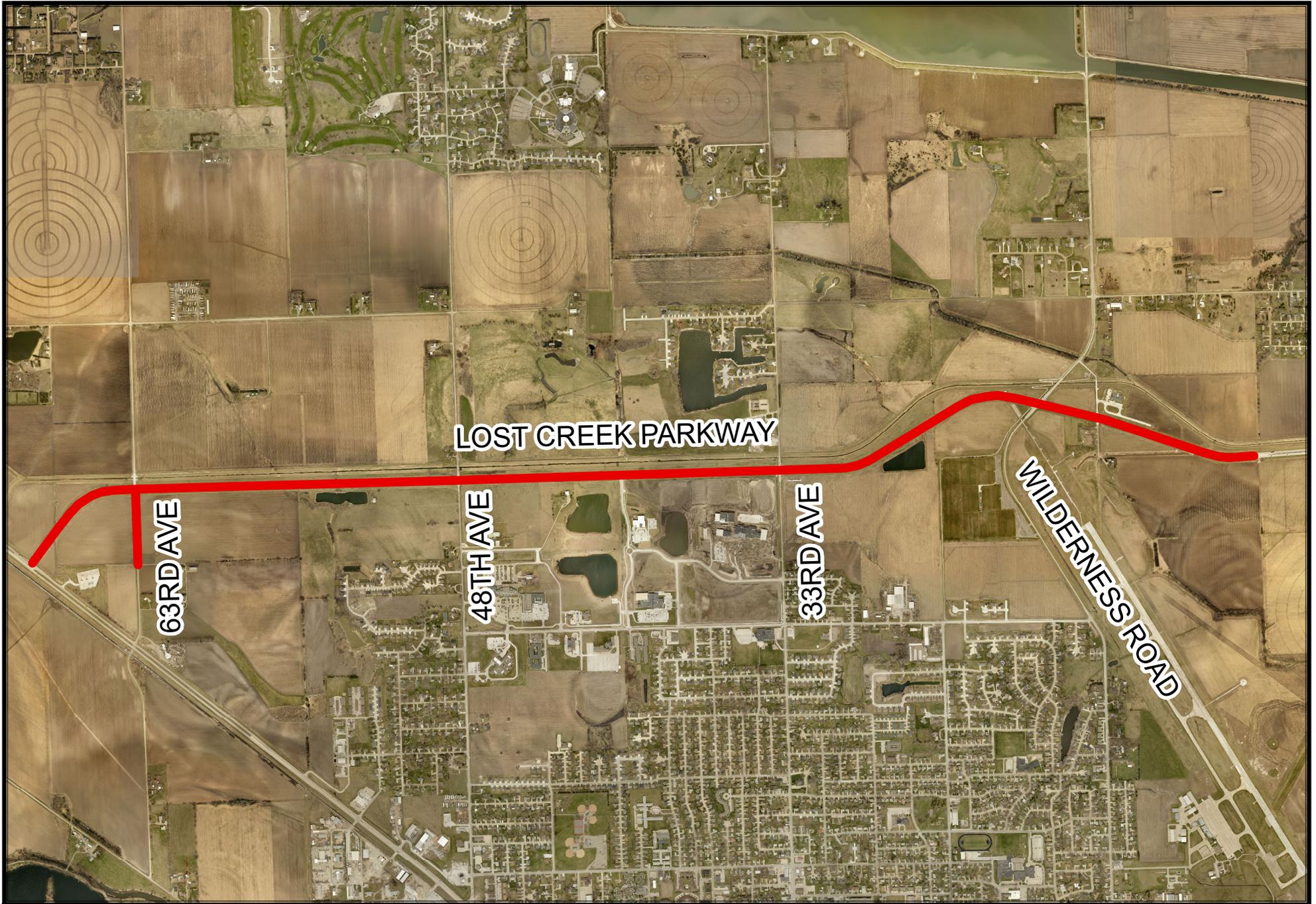
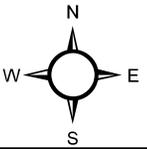
Do not approve

SIGNATURE:

By:  _____

Approved By: _____ Tara Vasicek

CITY OF COLUMBUS
LOST CREEK PARKWAY SEWER TRUNK LINE



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

THIS AGREEMENT is made as of this _____ day of October, 2021, between the City of Columbus, NE (“OWNER”) a municipal corporation, with principal offices at 2424 14th Street, Columbus, NE 68602, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Lost Creek Parkway Sewer (“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 - Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, not to exceed \$422,700.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period 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, NE

“OWNER”

BY: _____

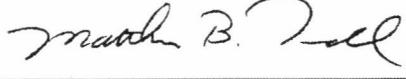
NAME: James Bulkley

TITLE: Mayor

ADDRESS: 2424 14th Street
Columbus, NE 68601

HDR ENGINEERING, INC.

“ENGINEER”

BY: 

NAME: Matthew B. Tondl, PE

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

APPROVED AS TO FORM

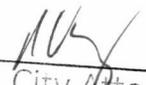
By 
City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Columbus plans to extend the Lost Creek Parkway trunk sewer from the current termination at approximately 10th Avenue west along Lost Creek Parkway to a termination point near US Highway 81.

The scope of work is for the preliminary design, final design, bidding services, and construction phase services for the Lost Creek Parkway Trunk Sewer Extension.

Key Understandings:

1. All travel will be in proximity to the City of Columbus, Nebraska.
2. All meetings and presentations will be at the City's offices or on site.
3. The design flows will be based on the Technical Memorandum developed for the Energy Triangle and the additional flows provided by the City.
4. The Project is currently estimated to include 20,480 FT of 12 IN PVC gravity sewer, two lift stations, and 5,900 FT of 8 IN PVC force main.
5. The sewer will be located on the south side of the Lost Creek Parkway and will extend to US Highway 81.
6. The design includes the design of a gravity sewer on 63rd Avenue to the point of connection for the proposed development.
7. The proposed gravity sewer will connect to the termination of the gravity sewer constructed as part of SED No. 46 that was completed in 2020.
8. The sewers will be located in the Lost Creek Parkway ROW and 63rd Avenue ROW.
9. The gravity sewer and force mains will be installed by open cut with the exceptions of road crossings which will be completed by jack and bore.
10. Connections will be provided for the force main connection at 41st Avenue and possibly 33rd Avenue.
11. Each proposed lift station will consist of:
 - Two submersible pumps.
 - Precast concrete wet well with an adjacent valve vault and meter manhole.
 - NEMA 4X duplex pump controller.
 - Constant speed pumps.
 - Valve vault ventilation fan.
 - Backup power connection.
 - 480 volt power supply.
12. The scope of work does not include easement acquisition services.
13. The survey information from the Lost Creek Parkway road project will be used for the development of the plans.
14. Additional topographical survey, as needed, will be provided by the City in Civil 3D format with an existing surface.

15. Geotechnical investigations will be contracted separately by the City with input from HDR on the location and depth of the borings.
16. The scope of work does not include wetland delineation for the Project or any coordination with the US Army Corps of Engineers.
17. The City will pay for all fees for permits.
18. The lift station design will conform to the standards provided by the City including SCADA and controls.
19. The City will arrange and pay for electrical service to the lift stations.
20. The plans, specifications, and design report will be submitted to the Nebraska Department of Environment and Energy for review.
21. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
22. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
23. The City will be responsible for the distribution of bid documents.
24. The proposed sewer route does cross the runway flight path for the Columbus Municipal Airport. The Project will require Airport coordination and permits.
25. The City will provide for daily construction observation when the contractor is working.
26. Materials testing during construction is not included in this scope of work.
27. Construction staking is not included in this scope of work.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals. Conduct a utility coordination meeting and continue utility coordination through the course of the project.

HDR Activities 110 – Project Management

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

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information required from the City.

- Attend one meeting on site with City personnel to review list of required information, address the routing of the sanitary sewer, and review the connection locations on the west end.
- Summarize and distribute meeting notes.

TASK SERIES 200 – DEVELOPMENT OF PRELIMINARY DOCUMENTS

Objective: Evaluation of the proposed sewer profile, identification of the lift station locations, and definition of the force main limits.
Development of a basis of design report and development of the plans to 30 percent level of completion.

HDR Activities

210 – Basis of Design Report

- Confirm the flow assumptions for the design of the sewer.
- Develop the preliminary sewer profile.
- Identify the lift station locations and sizing.
- Complete the hydraulic analysis of the force main and lift stations.
- Prepare the draft basis of design report.

220 – Plan Development

- Develop plans to 30 percent level of completion.
- Identify locations where additional survey is required.
- Identify locations for the geotechnical investigations.

230 – Submittal and Review Meeting

- Provide two copies of the basis of design report and the preliminary plans.
- Attend one in person meeting to receive review comments.
- Complete a site visit to confirm the pump station locations.
- Summarize and distribute review meeting minutes.

Deliverables: Basis of design report.
30 percent plans.
Review meeting minutes.

TASK SERIES 300 – DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective: Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

HDR Activities

310 – Development of Draft Plans and Specifications

- Develop plans and specifications to 60 percent level of completion. Plans are expected to include:

- Cover sheet
- Quantities and notes sheet
- Horizontal and vertical control sheet
- Staging area and construction access sheet
- Plan/profile sheets
- Detail sheets
- Lift station detail sheets
- SWPPP sheets
- Boring log sheet
- Develop lift station site plans, wet well design, pump selection, electrical design, and structural design.
- Develop wet well connections.
- Develop recommendations for controls and SCADA.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

320 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting on site.
- Summarize and distribute the 60% review meeting minutes.

330 – Develop Plans and Specifications to 95%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

340 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting on site.
- Summarize and distribute meeting notes.

350 – Regulatory Submittal

- Incorporate City review comments.
- Submit three sets of plans and specifications to Nebraska Department of Environment and Energy for review and approval.
- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Receive review comments.

- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

360 – Bid Phase Services

- Provide the notice to bidders to City for publication.
- Provide plans and specifications in electronic format to the City.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables: 60 percent contract documents for review.
 95 percent contract documents for review.
 100 percent contract documents.
 NDEE submittal.
 NDEE NPDES permit application.
 Pre-bid meeting notes and addenda.
 Letter of Recommendation.

TASK SERIES 400 – CONSTRUCTION PHASE SERVICES

Objective: Provide construction phase services for the access road and utility installation.

Activities

410 – External Meetings

- Conduct preconstruction conference. Take and distribute meeting notes.
- Attend bi-weekly construction meetings held on site. Take and distribute meeting notes. Assumed 12 meetings.

420 – Construction Administration

- Review shop drawing submittals. Reviewed shop drawings will be provided to the City and contractor.
- Respond to contractor's requests for clarifications and coordinate response with City. Issue response letters, field orders, and/or work change directives, as necessary.
- Negotiate and prepare change orders for execution.
- Review and make recommendations to City in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Prepare record drawings based on City provided marked up documents.
- Witness lift stations start up.

- Conduct final inspection with City personnel of the completed project and provide punch-list to Contractor.

430 – Resident Services - Limited

- Weekly visits to the site – 24 total.
- Observe the Contractor’s progress towards completion of Project.
- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Review testing results with City.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Payment of all permit fees.
2. Provide additional topographical survey.
3. Provide for geotechnical investigations.
4. Timely review of submitted documents – estimated two weeks.
5. Construction resident services.
6. Construction materials testing.
7. Construction staking.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	October 11, 2021
Basis of Design Report submittal	November 19, 2021
60 Percent submittal	January 14, 2022
95 Percent submittal	February 25, 2022
Notice to Bidders	March 18, 2022
Construction	June 2022 – March 2023

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.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

14.B. Resolution No. R21-131 approving Amendment I to Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company, in the amount of \$26,201,578 for a guaranteed maximum price that includes Amendments A through H for the community building project.

RESOLUTION NO. R21-131

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT I TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER, BOYD JONES CONSTRUCTION COMPANY, FOR A GUARANTEED MAXIMUM PRICE AND INCORPORATING AMENDMENT A THROUGH H IN THE AMOUNT OF \$26,201,578 FOR THE COMMUNITY BUILDING PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city entered into a contract with Boyd Jones Construction Company to provide construction management at risk services to the city by Resolution No. R16-92 adopted on August 15, 2016; and

WHEREAS, Amendments A through H have previously been approved for this project

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment I to the Standard Agreement and General Conditions between Owner and Construction Manager, Boyd Jones Construction Company for a guaranteed maximum price and incorporating Amendments A through H in the amount of \$26,201,578 for the community building project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 30, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Columbus Community Building, Boyd Jones Construction Company Amendment I, Providing for a Guaranteed Maximum Price and Incorporating Amendments A through H, to the Standard Agreement and General Conditions between Owner and Construction Manager

RECOMMENDATION:

I recommend approval of the authorization of the Mayor sign the Columbus Community Building, Boyd Jones Construction Company Amendment I, providing for a guaranteed maximum price and incorporating Amendments A through H, to the Standard Agreement and General Conditions between Owner and Construction Manager

DISCUSSION:

The guaranteed maximum price (GMP) process is in accordance with the State Statues and City's Policies and Procedures for Design-Build & Construction Manager at Risk Contracts. The design consultants and CM@R worked together along with the Performance Criteria Developer and City Staff to development plans and specifications and determine value engineering items to construct the projects within the GMP for the project. The GMP submittal, including the current construction schedules, is attached.

Amendment I provides the construction GMP for Boyd Jones Construction Limited for the work as designed by BVH Architects. A detailed list of services is listed in Exhibit A of the amendment. The cost of work is within the budgeted costs for such services and the project.

GMP date of substantial completion for the building is April 28, 2023 and final completion, including city hall demolition and parking lot, is December 1, 2023.

The GMP does not include Owner provided work and services.

FISCAL IMPACT:

2021-2022 Budget CIP 21-02 in the amount of \$5,000,000 and CIP 20-30 in the amount of \$15,000,000. Future 2022-2023 fiscal year budget will be required for project completion.

ALTERNATIVE:

None

SIGNATURE:

By:  _____

Approved By: _____ Tara Vasicek



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs® 500.1
AMENDMENT NO. 1 TO CONSENSUSDOCS 500 STANDARD AGREEMENT AND GENERAL
CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER
(GMP with Option for Preconstruction Services)

GENERAL INSTRUCTIONS. These instructions are solely for the information and convenience of ConsensusDocs users, and are not a part of the document. Gray boxes indicate where you should click and type in your project information. The yellow shading is a Word default function that displays editable text and is not necessary for document completion. Shading can be turned off by going to the Review tab, select "Restrict Editing" button and uncheck "Highlight the regions I can edit". In Word 2003 you will find this option under the Tools tab, Options, Security tab, Protect Document button.

EMBEDDED INSTRUCTIONS are provided to help you complete the document. To display or hide instructions select the "¶" button under the "Home" tab to show all formatting marks. Instruction boxes are color coded as follows:

- Red Boxes:** Instructions for fields that are typically required to complete contract.
- Blue Boxes:** Instructions for fields that may or may not be required for a complete contract.
- Green Boxes:** Provide general instructions or ConsensusDocs Coalition Guidebook comments, which can be found at www.ConsensusDocs.org/guidebook.

ENDORSEMENT. This document was developed through a collaborative effort of organizations representing a wide cross-section of the design and construction industry. The organizations endorsing this document believe it represents a fair allocation of risk and responsibilities of all project participants.

Endorsing organizations recognize that this document must be reviewed and adapted to meet specific needs and applicable laws. This document has important legal and insurance consequences, and it is not intended as a substitute for competent professional services and advice. Consultation with an attorney and an insurance or surety adviser is strongly encouraged. Federal, State and Local laws may vary with respect to the applicability or enforceability of specific provisions in this document. **CONSENSUSDOCS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OF THIS DOCUMENT, AND CONSENSUSDOCS AND ANY OF THE ENDORSING ORGANIZATIONS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE.** For additional information, please contact ConsensusDocs, 2300 Wilson Blvd, Suite 300, Arlington, VA 22201, 866-925-DOCS (3627), support@consensusdocs.org or www.ConsensusDocs.org.



AMENDMENT NO. 1 TO ConsensusDocs® 500

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER**

**(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)**

Dated 09/29/2021.

Pursuant to Section 3.4 of the Agreement dated August 15, 2016 and amended December 10, 2020, between the Owner, City of Columbus, Nebraska, and the Construction Manager, Boyd Jones Construction Company for the Columbus Community Building (the Project), the Owner and Construction Manager desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and Construction Manager Agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.3, is Twenty-Six Million Two Hundred One Thousand Five Hundred Seventy-Eight Dollars (\$26,201,578.00). The GMP is for the performance of the Work in accordance with the exhibit(s) listed below, which are part of this Agreement.

EXHIBIT A. Guaranteed Maximum Price Proposal, dated September 28, 2021, 8 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is April 28, 2023.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: December 1, 2023, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of 09/29/2021.

WITNESS: _____

OWNER: City of Columbus, Nebraska

BY: _____

PRINT NAME James Bulkley PRINT TITLE Mayor

WITNESS: Matthew Albany

CONSTRUCTION MANAGER: Boyd Jones Construction Company

BY: [Signature]



PRINT NAME Jon D. Crane

PRINT TITLE President

END OF DOCUMENT.



**Columbus Community Building
Guaranteed Maximum Price Proposal
September 28, 2021**

Thank you for the opportunity to provide the following Guaranteed Maximum Pricing (GMP) for the Columbus Community Building project. This GMP is based on plans and specifications provided by BVH Architecture dated 8/13/21 plus Addendum 1 dated 8/20/21 and Addendum 2 dated 8/27/2021.

This Guaranteed Maximum Price is inclusive of LNTPs #1-#7.

Original Guaranteed Maximum Price = \$26,212,747

Cost Adjustment Options (refer to log) = -\$11,169

Final Guaranteed Maximum Price = \$26,201,578

(Budget = \$26,287,410)

Attachments:

- Price Detail
- Cost Adjustment Log (includes ADD and DEDUCT Options)
- Full Project Summary
- Construction Schedule

Inclusions:

- Demolition of City Hall Building
- Temporary Library Costs
- Builder's Risk Insurance
- Performance and Payment Bond
- Subcontractor Bonds on Contracts over \$250,000
- Communications Cabling

Cost Savings Items Incorporated Into GMP:

- Eliminated acid etch patching
- Changed handrail detail at Stairs A, B, D
- Emergency Responder Radio System shown as ADD option (not included in GMP)

Allowances:

- \$200,000 for Center Stair and Screen Walls (Delegated Design)
- \$70,000 for Directories, Plaques, and Interactive Wall Display
- \$100,000 for cornice detail additional structural support
- Light fixture allowances due to supplier issues:
 - Type 40 – Quantity (8) = \$7,376
 - Type S3 – Quantity (26) = \$13,390
 - Type S4 – Quantity (2) = \$2,200

Exclusions:

- Building permit cost.
- Playground equipment, fencing, surfacing.
- Design Fees.
- Furniture, fixtures, equipment.
- Audiovisual, security, card access, special systems.
- Hazardous material abatement
- Capital Facilities/Utilities Fees, development fees, etc.

- Sales tax.
- Anything identified as an Owner Item on the Full Project Summary.
- Any work to fiber optic lines.
- GMP includes use of permanent HVAC system/equipment during construction with no requirements for additional or extended warranties or additional costs to CM.
- Testing and inspections

Contractor shall not be liable for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Contractor's reasonable control, including, without limitation, any of the following force majeure events ("Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, including the imposition of tariffs; (g) national or regional emergency; (h) public-health emergency, epidemic or pandemic; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) shortage of adequate power or transportation facilities; and (k) any other events or circumstances not within the reasonable control of Contractor, whether similar or dissimilar to any of the foregoing (including material price escalation and supply chain delays). Contractor shall give reasonable notice to the Owner, stating the period of time the occurrence is expected to continue. Contractor shall use diligent efforts to mitigate the adverse effects of the disruption or delay caused by such Force Majeure Event on Contractor's Work except that such efforts shall not require Contractor to perform extra Work, incur additional costs or accelerate its performance or schedule unless such matters are addressed in an agreed Change Order. Contractor shall resume the performance of its obligations as soon as reasonably practicable after the cessation of the delay or disruption caused by the Force Majeure Event, and shall be entitled to a Change Order that (aa) extends the time allowed to complete the affected Work (including any dependent Work), which extension shall be of a duration that is commensurate with the delay or disruption caused by the Force Majeure Event and (bb) equitably adjusts the Contract Price to compensate Contractor for the impacts to the Work or to Contractor arising from the Force Majeure Event.

Columbus Community Building
Guaranteed Maximum Price Detail
9/28/2021

	Total	Subcontractor
Concrete Flatwork, Striping	732,055	Heartland Concrete
Concrete Foundations, Layout	233,963	Walker
Reinforcing Steel Material	108,115	Drake Williams
Masonry	1,216,694	Tucker
Steel Decking	613,600	4G
Steel Fabrication	2,136,272	Midwest Steel
Steel Erection	517,000	Pleskac & Pleskac
Temporary Heat, Enclosures, Winter Conditions	129,183	Boyd Jones
Rough and Finish Carpentry	212,957	Boyd Jones, DCL, Contour
Casework Material	104,980	Holt Woodworking
Wood Paneling	63,757	Contour
Fireproofing	148,811	True Fireproofing
Membrane Roof	719,758	Stonebrook
Joint Sealants	82,600	Senegal
Doors/Frames & Hardware	265,761	M&O Metals
Overhead and Coiling Doors	61,095	PTC
Smoke Curtain	91,120	SGH
Storefront, Glazing, Composite Panels	2,031,820	City Glass
Drywall and Ceilings	3,009,005	E&K of Omaha
Flooring - Resinous & Polished Concrete	36,415	Stephens and Smith
Flooring - Carpet, Tile, Resilient + Protection	454,146	Kelly's Carpet
Flooring - Terrazzo	224,245	DeMarco Bros
Flooring - Access	32,457	Tate Flooring
Paint	289,033	Kucera
Directories/Plaques/Wall Display Allowances	70,000	Allowance
Signage	32,144	ASI
Toilet Accessories, Compartments, Wall Protection	65,798	Epco
Operable Partition	86,700	SGH
Appliances	45,561	Various/Plug
Projection Screens	30,649	Da-Lite
Window Coverings	150,948	Craftsman Window Coverings
Stone and Solid Surface Counters	96,000	CKF
Elevator	276,212	O'Keefe
Fire Protection	294,129	Midwest Fire
Mechanical Complete	2,895,670	Prairie Mechanical
Mechanical Concrete & Temporary Filters	19,000	Plug
Electrical, Communications Cabling, Fire Alarm	2,503,847	Kidwell Electric
Earthwork/Site Work, Site Maintenance, CH Demo	895,458	B-D
Rammed Aggregate Piers	136,738	Subsurface Constructors
Site Furnishings (benches, trash cans)	64,090	Landscape Forms
Landscaping and Irrigation	184,218	Mueller Sprinkler/Plug
Utilities	387,885	Obrist
Decommission Well/Pump	10,060	Commonwealth/Jensen
Survey/Layout	19,500	Olsson
Temporary Fence	23,554	American
Project Superintendent	825,775	Boyd Jones
Project Engineer	455,817	Boyd Jones
Project Manager	249,691	Boyd Jones
Contract Administration	27,830	Boyd Jones

Travel/Mileage	18,425	Boyd Jones
Internet, Cell Phone, Computers	17,709	Boyd Jones
Jobsite Office Supplies and Equipment	16,500	Boyd Jones
Temp Toilets	12,800	Boyd Jones
Storage and Office Trailers	47,959	Boyd Jones
Equipment Deliveries	19,479	Boyd Jones
Dumpsters	50,000	Boyd Jones
Safety	57,256	Boyd Jones
Job Sign	2,000	Boyd Jones
Weekly and Final Cleaning	169,748	Boyd Jones
Temporary Water, Gas, Electricity	96,000	Boyd Jones
Virtual Design Technology, Drone Equipment	11,633	Boyd Jones
Precon Fee	15,667	Boyd Jones
Insurance	8,320	Boyd Jones
Temp Library Labor and Materials	128,775	Boyd Jones
Material Handling	189,905	Boyd Jones
Sub Total 24,224,292		
Building Permit	0	<i>Not required per City comments</i>
Builder's Risk	85,000	
Construction Contingency	607,732	
Fee	1,121,266	
Bond	174,457	
Construction Total 26,212,747		

Cost Adjustment Log
Updated: 9/28/21

Guaranteed Maximum Price \$26,212,747
 Approved Changes -\$11,169

Revised Guaranteed Maximum Price	\$26,201,578
---	---------------------

Description	Pending	Approved	Rejected	Date	Comments
Already Incorporated Into GMP					
Eliminate Acid Etched Paving	-	-	-	-	
Change stair A, B, D detail.	-	-	-	-	
Emergency Responder Radio System as Add Option	-	-	-	-	
ADD OPTIONS					
Add 40kW of solar panels to the roof.	130,000	-	-		No battery backup included.
Add glass canopy at entrance	78,429	-	-		Glass and lighting only. Steel included in base price.
Add Emergency Responder Radio System	67,257	-	-		May or may not be required.
Add Radon Mitigation System	-	21,180	-	9/28/21	
Add playground equipment, surfacing, fencing	TBD	-	-		Not able to price as designed; likely \$500k-\$600k
DEDUCTIVE OPTIONS					
Metal panel cornice Alternate Detail; 3" projection	(216,000)	-	-	-	Includes structural support allowance. Design TBD
Remove Community Room Folding Partition	-	-	(92,769)	9/28/21	
Reduce Center Stair and Screen Wall Allowance to \$170,000.	-	(32,349)	-	9/28/21	
Eliminate interior drapery (window coverings remain).	(70,000)	-	-		
Eliminate interior limestone	(26,000)	-	-		
Eliminate interior brick	-	-	(50,000)	9/28/21	Rejected by BVH 9/8/21
Per Children's Museum, request in RR 127 + 128 - Eliminating toilet partitions and changing one toilet to a urinal in RR 128 (BVH will re lay out RR to match RR 227 + 228 and relocate drinking fountain to this area on first)	-	TBD	-		
Eliminate 2nd floor Children's Museum restrooms	-	-	TBD	9/28/21	
Polished concrete in lieu of terrazzo	-	-	TBD	9/28/21	Need to determine stairs material and finish
Planter quantity and layout; confirm the layout and spacing works for the owner's needs. Reduce as needed.	TBD	-	-		
Reduce landscape plantings.	TBD	-	-		
Mechanically fasten roof.	-	-	TBD	9/28/21	
Solar battery backup in lieu of gas generator.	TBD	-	-		
	-\$36,315	-\$11,169	-\$142,769		

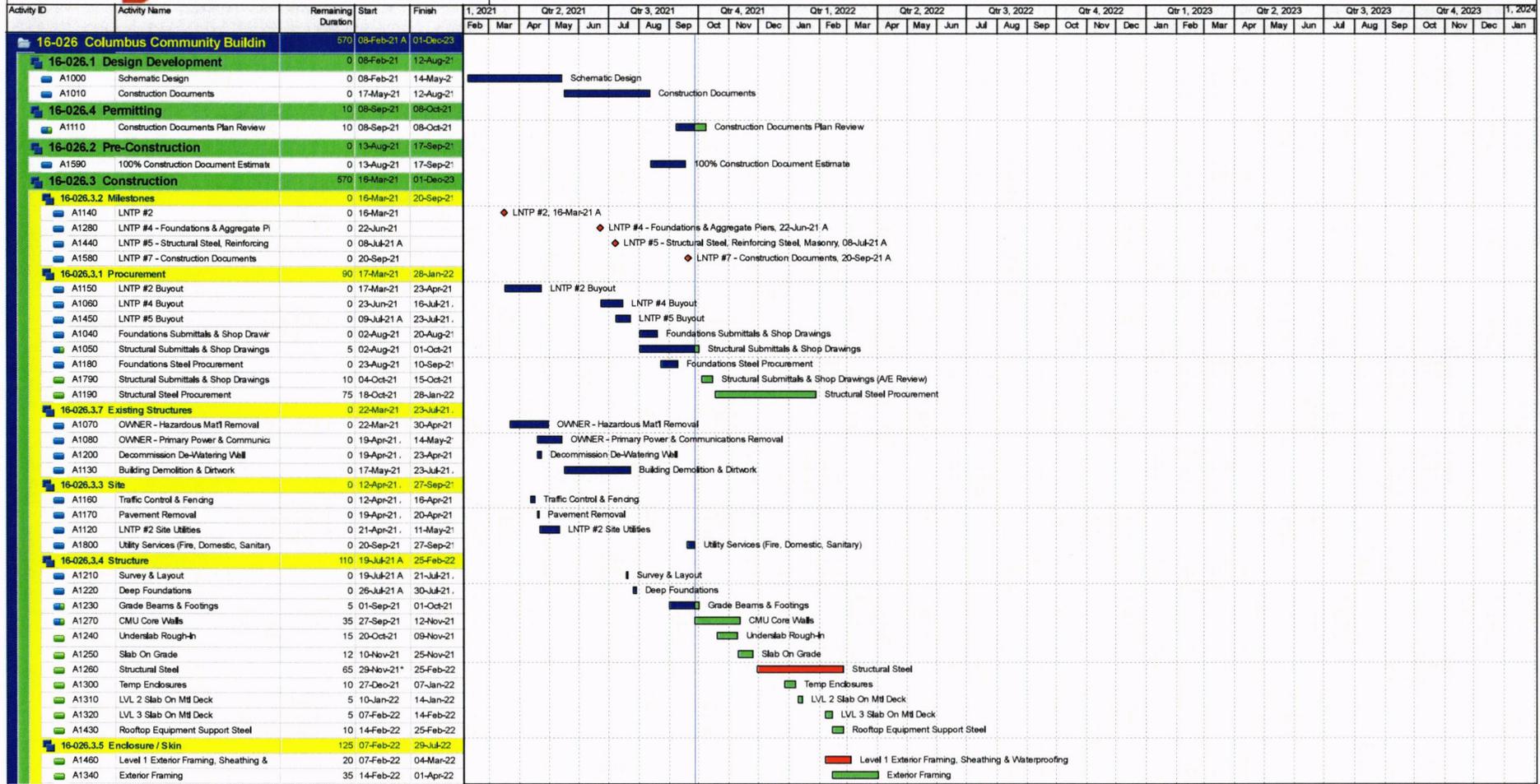
Project Budget Summary
Updated: 9/28/21

	Library Value	City Hall Value	Comments
Construction Manager			
Construction	19,158,201	7,043,377	<i>Includes contingency</i>
Demo Library	-	-	<i>Included in construction cost</i>
Demo City Hall	-	-	<i>Included in construction cost</i>
General Conditions	-	-	<i>Included in construction cost</i>
Performance Bond	-	-	<i>Included in construction cost</i>
Builder's Risk	-	-	<i>Included in construction cost</i>
Landscaping	-	-	<i>Included in construction cost</i>
Temporary Library Space	-	-	<i>Included in construction cost</i>
Owner Costs			
Moving Expenses	68,000	-	
Temporary City Hall Space	-	-	<i>Not needed</i>
Design Fee	1,704,664	730,570	
Demo Community + Fire	-	-	<i>Separate Budget</i>
Abatement	92,163	100,000	
FFE (Inc Design)	1,095,000	400,000	<i>Includes Library Stacks</i>
Library, Maker's Space Equipment	179,000	-	<i>Computers, scanners, copiers, etc</i>
Museum Exhibits	-	-	<i>By Owner</i>
Testing/Inspections	30,000	20,000	
Low Voltage Systems	85,000	25,000	<i>Security, Card Access</i>
Audiovisual	100,000	450,000	<i>TVs, conference technology, etc</i>
Owner Contingency	200,000	100,000	
Utility Fees	25,000	15,000	
Overhead Power Relocation	150,000	50,000	
Fiber optic lines, equipment	-	-	<i>By Owner</i>
Totals	22,887,027	8,933,947	
Total Project Cost	31,820,975		
Project Budget	31,910,000		



Columbus Community Building

16-026



█ Actual Level of Effort █ Critical Remaining Work
█ Actual Work ◆ Milestone
█ Remaining Work

GMP Proposal - Master Project Schedule
1 of 2

Report Date: 28-Sep-21
Data Date: 27-Sep-21

14.C. Resolution No. R21-132 approving agreement with Union Pacific Railroad Company in the amount of \$15,000 for 33 Avenue viaduct up-lighting project.

RESOLUTION NO. R21-132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING UNION PACIFIC RAILROAD REIMBURSEMENT AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES IN THE AMOUNT OF \$15,000 FOR 33 AVENUE RAILROAD UP-LIGHTING PROJECT, A COPY OF WHICH IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Union Pacific Railroad Pipeline Reimbursement Agreement for Preliminary Engineering Services are required for review and approval of the 33 Avenue Up-Lighting Project.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, Union Pacific Railroad Reimbursement Agreement for Preliminary Engineering Services in the amount of \$15,000 for the 33 Avenue Up-Lighting Project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 30, 2021
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: 33rd Avenue Viaduct Up-Lighting UPRR Reimbursement Agreement for Preliminary Engineering Services

RECOMMENDATION:

I recommend approval and signing of the UPRR Reimbursement Agreement for Preliminary Engineering Services for the 33rd Avenue Up-Lighting project.

DISCUSSION:

The agreement will provide the UPRR, or their designated third-party consultant, to review the plans and specifications and its potential impact on existing and future UPR facilities and operations.

FISCAL IMPACT:

The cost of the services is \$15,000.
Part of 2021-2022 Budget CIP 21-14 in the amount of \$180,000

ALTERNATIVE:

Do not approve

SIGNATURE:

By: _____ 

Approved By: _____ Tara Vasicek

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Agency: CITY OF COLUMBUS, NEBRASKA

Estimate: \$15,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**the Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF COLUMBUS, NEBRASKA

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Melinda S. DuBay
Printed Name

Title

Manager I, Engineering – Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Columbus, NE proposes to install conduit and new lighting at the overpass over Railroad's tracks at the location referred to below.

Location

Columbus Subdivision

DOT	Crossing Type	Milepost	Street Name
920350G	Public	85.0	US-81/US-30

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Richard Bogus
Title	City Engineer
Address	2424 14 th Street, P.O. Box 1677, Columbus, NE, 60602-1677
Work Phone	(402) 562-4309
Cell Phone	
Email	rick.bogus@columbusne.us
Agency Project No.	201206

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING

17.A. Ordinance No. 21-29 amending Section 111.02 of Chapter 111 of Title XI of Columbus City Code regarding the occupation tax on liquor licenses, amending Section 112.15 of Chapter 112 of Title XI of Columbus City Code regarding prohibitions on consumption of alcohol, and amending Chapter 112 of Title XI by adding Section 112.20 through 112.25 relating to entertainment districts.

ORDINANCE NO. 21-29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 111.02 OF CHAPTER 111 OF TITLE XI OF THE COLUMBUS CITY CODE REGARDING THE OCCUPATION TAX ON LIQUOR LICENSES; AMENDING SECTION 112.15 OF CHAPTER 112 OF TITLE XI OF THE COLUMBUS CITY CODE REGARDING PROHIBITIONS ON CONSUMPTION OF ALCOHOL; AND, AMENDING CHAPTER 112 OF TITLE XI OF THE COLUMBUS CITY CODE BY ADDING SECTION 112.20 THROUGH 112.25 RELATING TO ENTERTAINMENT DISTRICTS; AND, TO REPEAL ALL OTHER CONFLICTING ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE; AND, TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION 1. That Section 111.02 of Chapter 111 of Title XI of the Columbus City Code is hereby amended and revised as follows:

§. 111.02 – OCCUPATION TAX ON LIQUOR LICENSES

- (A) For the purpose of raising revenue within the City, an occupation tax is hereby levied upon the businesses that are required to obtain any class of annual license from the Nebraska Liquor Control Commission. The amount of this occupation tax shall be double the amount of the annual license fee amount that is set by Chapter 53 of the Nebraska Revised Statutes and the Nebraska Liquor Control Commission.
- (B) The license holder shall also be assessed a fee as set by resolution. If the Clerk is not notified in a timely manner by a license holder that said license holder does not want to obtain a renewal license, the license holder shall be responsible to reimburse the City for such actual publication costs and administrative fees expended by the City regarding such license.
- (C) Such occupation tax shall be paid to the City Clerk at the time the license is issued together with publication costs and administrative fees that are assessed in conjunction with obtaining the license. The occupation tax years shall commence on May 1 of each year and end April 30 of the succeeding year on all classifications of liquor licenses except Class "C" licenses. The occupation tax for Class "C" license shall commence on November 1 of each year and end on October 31 of the succeeding year.
- (D) The annual occupation tax for all licenses shall be reduced by any full quarterly periods that have lapsed at the time the license is issued. All occupation tax and costs shall be paid prior to the issuance of license.

SECTION 2. That Section 112.15 of Chapter 112 of Title XI of the Columbus City Code is hereby amended and revised as follows:

§ 112.15 CONSUMPTION; WHERE PROHIBITED; EXCEPTIONS.

- (A) No person shall consume any alcoholic liquors in the City in or upon property owned by the City, the State, or any governmental subdivision thereof, or in or upon any other property or place open to the public, or inside or on a vehicle while in or upon the same, except on a premises for which a legal license has been obtained for the consumption of the alcoholic liquors.
- (B) Consumption of any alcoholic liquors in or upon property owned by the City, the State, or any governmental subdivision thereof, including public buildings, public parks, streets, avenues, alleys, parking areas, or roads may be authorized after an applicant submits a Special Event Permit application and receives approval from the City Administrator, Fire Chief, and Police Chief for said permit allowing for alcohol consumption.

SECTION 3. That Section 112.20 to 112.25 of Chapter 112, of Title XI of the Columbus City Code be and hereby is added as follows:

ENTERTAINMENT DISTRICTS

§ 112.20. Intent

The intent and purpose of the City Council in adopting and administering the provisions of this section on Entertainment Districts includes, but is not limited to:

1. Encouraging economic growth in areas near entertainment venues and creating additional entertainment venues within the city by providing exciting, vibrant, and diverse restaurants, retail, housing and lodging that will support and compliment the entertainment venue;
2. Providing for the regulation of areas designated as Entertainment District(s) and Commons Area(s) contained with the Entertainment District(s); and
3. Protecting the health, safety, and/or welfare of the public in said Entertainment District(s).

§ 112.21. – Definitions

1. “*Commons Area*” shall have the same meaning as that which is set forth in Neb. Rev. Stat. § 53-132.17, as may be amended from time to time.
2. “*Entertainment District*” shall mean an area of real property designated and permitted by the City Council pursuant to this Chapter whereby the City Council may approve Commons Area(s) for events that qualify based on this Chapter of City Code and Chapter 53 of the Nebraska Revised Statutes. The Nebraska

Liquor Control Commission may issue annual Entertainment District licenses to businesses to allow retail licensees, craft brewery licensees, microdistillery licensees, and holders of a manufacturer's license to share in the use of one or more Commons Areas.

§ 112.22. – Entertainment District; designation and commons area permit

Entertainment Districts within the City may be Public or Private in nature and shall comply with the following permit and designation requirements:

1. District Designation Types:

- a. **Public Entertainment Districts.** The City Council may designate Public Entertainment Districts by Ordinance after a public hearing. If approved by a majority vote, the City Council shall designate the defined real property as an entertainment district and file such designation with the Nebraska Liquor Control Commission.
- b. **Private Entertainment Districts.** The City Council may designate Private Entertainment Districts in which a Commons Area may be used by retail, craft brewery, and microdistillery licensees and holders of a manufacturer's license which obtain an Entertainment District liquor license from the Nebraska Liquor Control Commission.

2. Commons Area Permit Procedure:

- a. For use of a Public Entertainment District for a public event:
 - i. The City's Special Event Permit application shall be required as an application for the use of Public Entertainment District; and, it shall be completed by the entity seeking the use of a Public Entertainment District as a Commons Area.
 - ii. The Entertainment District Permit application shall designate the Commons Area.
 - iii. Such Special Event Permit application must be approved by the City Administrator, Chief of Police, and Fire Chief.
 - iv. Said Permit shall be temporary in nature and only for a defined timeframe of the public event.
- b. For establishment and use of a Private Entertainment District:
 - i. Upon presentation of an Entertainment District Permit application to the City Council a public hearing shall be held.
 - ii. The Entertainment District Permit application shall designate the commons area.
 - iii. The Public Hearing shall be conducted informally, and the intent is to inquire into the facts in a non-adversary nature. The hearing shall be conducted

according to the Rules and Procedures of the City Council, as they may be amended from time to time.

- iv. If approved by a majority vote, the City Council shall designate the real property described on the permit application as an Entertainment District and file such designation with the Nebraska Liquor Control Commission.
 - c. The filing fee for each permit application shall be established by Resolution adopted by the Columbus City Council.
3. **Commons Area(s) Permit within Designated Entertainment Districts.** The City shall establish and modify, as necessary, the requirements of utilizing an Entertainment District as a commons area within the its Special Event Permit application.

§ 112.23. – Licensure

1. Following approval of an Entertainment District Permit by the City Council, and the designation of an area of real property as an entertainment district, any retail licensees, craft brewery licensees, microdistillery licensees, and holders of a manufacturer's license located within the Entertainment District may apply to the Nebraska Liquor Control Commission for an Entertainment District License. Such license shall be in addition to the underlying liquor license already possessed by such applicant and shall be issued for the same period and may be renewed in the same manner as the underlying license.
2. The annual occupation tax levied and assessed by the City of Columbus upon all businesses possessing an Entertainment District License shall be as set forth in the Columbus City Code.

§ 112.24. – Requirements and Regulations

1. Any Entertainment District, whether Public or Private, as designated by the City Council, must meet all requirements and follow all regulations for such as outlined in Chapter 53 of the Nebraska Revised Statutes.
2. The City Council may impose any condition, requirement, or restriction on the Commons Area to include, but not be limited to, boundaries, barriers, access, design, types of business and uses, hours of operation and events.
3. The City of Columbus retains the right to regulate, not inconsistent with the Nebraska Liquor Control Act, any area designated as an Entertainment District and to cancel and/or revoke an Entertainment District Permit/License for cause (which shall include but not be limited to: operating the Entertainment District in a manner that threatens the health, safety, or welfare of the public or has become a common nuisance).
 - a. In the event that the City Council of the City of Columbus cancels and/or revokes an Entertainment District

designation, such revocation shall be filed with the Nebraska Liquor Control Commission.

§ 112.25. – Modifications of Entertainment Districts

1. For a Public Entertainment District, any proposed change to the dimensions or location of an approved entertainment district shall be submitted to the City Council for approval before being undertaken. The City Council shall provide an approval (or approval with conditions) or a denial within thirty (30) business days of receiving such request for an addition, modification, or demolition.
2. For a Private Entertainment District, any proposed change to the dimensions or location of the defined commons area as listed in an approved Entertainment District Permit shall be submitted to the City Administrator for approval before being undertaken. The City Administrator shall provide an approval, approval with conditions, or a denial within thirty (30) business days of receiving such request for an addition, modification, or demolition.

SECTION 4. That all ordinances or portions thereof in conflict herewith are hereby repealed.

SECTION 5. 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 _____, 2021.

MAYOR

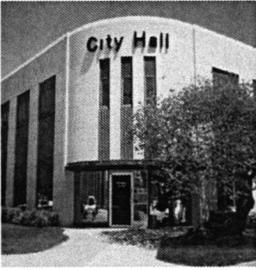
ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: September 2, 2021

TO: Mayor and City Council Members

FROM: Tara Vasicek, City Administrator

RE: Ordinance amending Section 111.02 occupation tax on liquor licenses and Section 112.15 Consumption, and addition Sections 112.17-112.24 establishing regulations for Entertainment Districts

RECOMMENDATION:

Approval of ordinance.

DISCUSSION:

Occupation Tax on Liquor Licenses – Section 111.02

Nebraska State Statues establish that municipalities may collect occupation taxes in an amount not to exceed double the amount of the annual liquor license. Existing city code has established fees, which are double the states fee, but only on some classes of licenses that exist. This is most likely due to the changes in license types over the years and the City Code not changing when the Nebraska Liquor Control Commission changes. To avoid City Code being out of date in the future, we are recommending the language drafted be adopted rather than listing the exact occupation tax for each license.

Lifting Prohibition on Alcohol in Public Spaces – Section 112.15

Currently the City prohibits alcohol in all parks except Gerrard and Pawnee. Any group who wants to have alcohol at those parks has to get Park Board approval to do so. This requirement to wait for a park board meeting deters many groups from asking and in many cases deters the event from happening. The proposed language removes the prohibition on alcohol in public spaces and established a permit process for allowing alcohol in public spaces. The City currently uses the 'Special Event Permit application' for all events utilizing city property, we have drafted additions to the permit to establish a process which can be overseen by city staff, streamlining approval and timeline for requests and eliminating barriers to attract events and utilization of our public spaces.

Establishing regulations for Entertainment Districts – Section 112.17-112.24

The State allows for local governing bodies to designate entertainment districts (EDs) where alcoholic beverages may be consumed in a common area, which can be shared and used by adjacent retailers who have obtained a Class E entertainment district license. The proposed additions establish the intent, designation, permitting process, licensure and regulations for Entertainment Districts. As discussed in the July public property meeting, Downtown property owners and community stakeholders are excited about the possibility of hosting and attracting events to Columbus with this new tool.



17.A.1. Resolution No. R21-133 approving revised special event permit application for use of city-owned property.

RESOLUTION NO. R21- 133

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AMENDED AND REVISED SPECIAL EVENTS PACKET, THE REQUIREMENTS IT SETS FORTH, AND ALL DOCUMENTS CONTAINED THEREIN, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city has previously created and adopted a Special Event Packet that provides instructions, requirements, and documents necessary for the successful application and reservation of city owned property for special events and activities, and said packet was approved via Resolution No. R20-64; and

WHEREAS, the city has now approved Ordinance No. 21-29 which allows for the creation of public entertainment districts and further allows for alcohol to be consumed on city owned property subject to approval of a Special Event Permit Application; and

WHEREAS, Special Even Packet has been amended and revised to incorporate the changes set forth by Ordinance No. 21-29 and said revisions need to be approved by the city council; and

WHEREAS, a copy of said amended and revised Special Even Packet is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the amended and revised Special Events Packet, the requirements it sets forth, and the documents contained therein, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

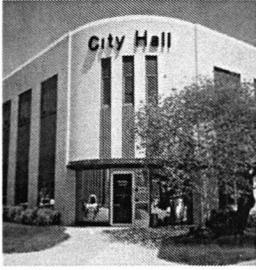
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: September 29, 2021
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator 
RE: Update to Special Event Permit Application

RECOMMENDATION:

Approve the resolution updating the Special Event Permit Application to reflect the changes made to City Code regarding consumption of alcoholic beverages on city property and Entertainment Districts.

DISCUSSION:

The third and final reading of Ordinance No. 21-29 will take place at the October 4th meeting. If that Ordinance is passed, the changes included need to be incorporated into the Special Event Permit Application the City uses to manage and approve events on public property.

The changes in the application are highlighted in green.



City of Columbus Special Event Packet

APPLICATION PROCESS & PLANNING A SUCCESSFUL EVENT

A Special Event Application is required for events or activities using City-owned property, requiring the closure of a City streets/sidewalks/parking lots, or requiring traffic control. Applications must be submitted no less than **60 days prior** to the event. Permits are processed on a first come, first served basis. *For larger events requiring the coordination of numerous spectators, vendors, volunteers, etc., it is highly recommended that the Event Sponsor contact City staff at least four months or up to one year in advance of the event to reserve your dates in the requested space. Written Application along with all supporting documentation must then be submitted no less than 60 days prior to the event, or risk denial of your permit.* Some events may require approval from City Council. For events that would require the use of downtown venues in proximity to one another, it may be necessary for both event organizers to combine each separate event into one special event application for City of Columbus coordination purposes.

[Click here](#) to download the Special Event Packet.

Submit your completed application to:
City of Columbus
2424 14th Street, P.O. Box 1677
Columbus, NE 68602
Email: eventpermit@columbusne.us
Phone: (402) 562-4232

APPLICATION REQUIREMENTS

Completion of the application packet will help us to identify the scope of your event and the support services you may need. It is the applicant's responsibility to ensure that the details of the organized event have been communicated thoroughly with City staff. Please coordinate with necessary City staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. The applicant should not expect City of Columbus staff to be present during the duration of the event. Topics for consideration with contact information for appropriate City staff are found on the **ACKNOWLEDGMENT OF CONTACT** (Pg 10).

Mandatory documentation is listed below. All applicable documentation must be turned in at the time of application submission along with all appropriate fees. **Please submit as much descriptive information as possible with your application.**

- Special Event Permit Application, signed and filled out in its entirety (Pg 6–7)
- Proof of Liability Insurance coverage
- **Additional forms and documentation as applicable to your event**

Upon review of the application, the Special Event Committee may approve the event or decide that the event will require formal approval by the Columbus City Council. Applicants may be required to attend a review meeting with the Special Event Committee prior to the event date to finalize the logistics.

DEFINITIONS

EVENT SPONSOR: The person or organization that initiates, plans and carries out a project or activity.

VENDOR: Any person, group, organization, or business selling *or providing* a product or service. Examples include *but are not limited to:* the sale of food or merchandise, inflatables, carnival rides, portable toilets, tents, certain types of live animal entertainment, vehicles on display, or other entity which the Special Event Committee deems to be considered a **Vendor** for Liability Insurance purposes.

VOLUNTEER: A person, group, or organization not selling or providing a product or service, who freely offers to take part in the event, including participants who host and organize activities at the event.

LIABILITY INSURANCE

The **Event Sponsor** must provide a Certificate of Liability Insurance (or a copy of the complete policy) demonstrating minimum coverage specifically covering the event as follows below. ***Verbiage must be included stating that all Volunteers (per definition stated above) are covered and not excluded by the Liability Insurance.***

All Vendors (per definition stated above) must be listed on the LIST OF VENDORS (Pg 12). If any Vendor is to be covered by the Event Sponsor's policy, it must be so stated in the Certificate of Liability Insurance or policy. Any Vendor which is ***not*** covered by the Event Sponsor's liability insurance is required to provide their own Certificate of Liability Insurance (or a copy of the complete policy) including the same minimum requirements.

MINIMUM LIABILITY INSURANCE REQUIREMENTS (Sample Certificate included at the end of Packet)

- The City of Columbus, NE must be listed as an additional insured on a primary, non-contributory basis.
- Limit for each occurrence must be \$1,000,000
- Limit for damage to rented premises (each occurrence) \$100,000
- Limit for Personal & Adv Injury \$1,000,000
- General Aggregate Limit \$2,000,000
- Products – Comp/Op Aggregate Limit \$2,000,000
- The policy must include a waiver of subrogation in favor of the City of Columbus, NE.

ADDITIONAL \$2,000,000 UMBRELLA REQUIRED FOR:

- Bounce houses
- Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides.
- Other specific categories that may be addressed on an individual basis

EXCEPTION: Typically, Liability Insurance coverage is not required for Neighborhood Block Parties, reservations of a shelter in a City Park, or weddings in a City Park. *Exclusions may apply.*

USAGE OF CITY PARKS AND HIKE/BIKE TRAILS

Columbus is home to over 400 acres of City Parks, and an extensive system of recreational trails for residents and visitors to enjoy. These parks and trails offer an abundance of availability to host races, runs, walks, etc. City staff strongly encourages applicants to consider the use of community trails and parks when planning special events. Community trails and parks offer safety to participants by allowing minimal interference caused by streets or traffic areas. Gatherings/picnics in City Parks do not typically require Liability Insurance unless additional entertainment is provided by the Event Sponsor, such as inflatables or petting zoos.

CITY PARKING LOTS/FACILITIES

The City strongly encourages the use of City-owned parking facilities rather than closing streets for downtown events. However, a request to close a City street and/or public right-of-way may be granted when no other reasonable alternative exists.

STREET CLOSURES

All street closures must be approved by Administration. It is the Event Sponsor's responsibility to communicate with all neighbors and property owners whom the street closure will affect, and obtain their signatures stating that they have no objection to the closure. Use **STREET CLOSURE REQUEST** (Pg 13).

It is the responsibility of the applicant to provide their own barricades. If they are to be used after dark, they must be lighted. For large public events requiring street closures, City staff may be able to provide barricade materials, dependent upon the season that the event occurs. Contact the Street Department at 402-562-4253 for availability or questions on barricades and cones.

The use of arterial streets is strongly discouraged. All activity shall be planned and carried out to allow the least possible inconvenience to the traveling public. City staff understands that the crossing of an arterial or collector street may be necessary. However, City staff from Public Works, Police, Parks, Engineering, and Administration will evaluate on a case by case situation should these uses be requested.

Neighborhood Block Parties that have requested street closure do not typically require Liability Insurance unless additional entertainment or services are set up in the street (including but not limited to: inflatables, musical band, commercial food stand).

CLOSURE OF FIVE (5) PARKING STALLS OR LESS

If your event includes only the closing of five parking stalls or less, a City of Columbus Special Event Application is not required. Instead, please contact the office of City Administration at 402-562-4232.

STORMWATER MANAGEMENT

All requirements of the Stormwater Management Plan must be followed including:

- Portable restroom facilities shall be properly staked and secured and not located within 50-feet of a stormsewer inlet or against a street or parking lot curb.
- Trash receptacles brought in on site must have provisions for a tarp or appropriate cover for after event hours to prevent rain or snow from entering.
- No dumping of any chemicals, cleaners, oils, or other grey waters into the stormsewer system or natural drainage ways.

If you have any questions, or if non-approved or accidental discharges occur to the stormsewer system or nature drainage ways, please contact the Engineering Department at 402-562-4309.

ELECTRICAL REQUIREMENTS

Electricity is available in Frankfort Square and several City parks. Fees will apply.

FEES

Possible fees may be incurred for certain services, as applicable. For the full City of Columbus fee schedule, see: <https://www.columbusne.us/99/Schedule-of-Fees>.

SANITATION and CLEANUP

The City provides a limited number of waste receptacles in the City parks and along the downtown sidewalks. Public use of City amenities is not to be impeded (i.e., covering City waste receptacles is prohibited). Additional waste receptacles or dumpsters are the sole responsibility of the applicant and must be placed on a hard surface such as asphalt or concrete.

The applicant is responsible for properly disposing of all waste and garbage throughout the event, and immediately upon conclusion of the event the area must be returned to a clean condition. As the Event Sponsor, if you set a standard of leaving the venue better than you found it, you will have a beneficial impact on the Columbus community and establish a good reputation for future events. *The Event Sponsor is responsible for all cleanup, and will be charged for any additional cleanup that is left to be done by the City.*

ALCOHOL PERMIT / SPECIAL DESIGNATED LICENSE

If the event involves the sale or use of alcohol, a Special Designated Liquor License, issued by Nebraska Liquor Control Commission pursuant to Neb. Rev. Stat. 53-124.11, is required. If the event involves the sale or use of alcohol in a Public Entertainment District an Entertainment Liquor License, issued by the Nebraska Control Commission is required pursuant to Neb. Rev. Stat. 53-132.17, is required.

Please contact the City Clerk's Office at (402) 562-4224 for the required timeline of submittals, as you will need to allow extra time for the approval process. Additional fees apply, and the license must include local approval by the City Council. *All alcohol vendors are required to check ID's and use bracelets or hand stamps to identify age of legal consumption.*

SAFETY AND SECURITY

The Event Sponsor is required to provide a detailed plan for crowd control and internal safety. It is the sole responsibility of the Event Sponsor to provide security, required by State law if alcohol is involved. The number and type of security personnel required will depend on expected attendance, location of the event, history of the event, nature of the event, street closures, and the amount and type of advertising used to promote the event. Please be aware that there are differences between certified law enforcement officers (authority and ability to arrest, enforce laws, discretion to use force) and private security (limited by law to observe, report and deter crime but not authorized to use force or make arrests). For more questions regarding event safety and security, please contact the Columbus Police Department at (402) 564-3201.

MARKETING/ADVERTISING/PROMOTION

Receipt of approval from all involved parties is strongly encouraged before the event is marketed, advertised, or promoted. Ensure that event materials such as handouts, websites, social media posts, etc., include details, maps, and parking options as described in this application, following approval by the City.

SIGNAGE

City of Columbus regulations prohibit placement of advertising signs on utility poles, traffic controllers, and traffic signs. It is also prohibited to place a sign, poster, or notice of any kind in the street right-of-way or on any other structure located in the right-of-way. Signs that are hung on utility poles, traffic signs, or traffic lights create a safety risk and also may cause damage. They also create a traffic hazard when placed on roadside corners by distracting drivers or blocking the view of motorists. Even small signs stuck into the ground are a potential traffic hazard if located in the right-of-way. A good standard is to keep signs behind the sidewalk or fifteen (15) feet from the roadside. *The use of spray paint or permanent marking paint is prohibited.* Sidewalk chalk is allowed.

According to Section 97.01(C) of the City Code, all signage is prohibited in the City Parks, except by authorization of the Board of Parks Commissioners, or in certain cases by the Public Property Director or the Park Superintendent.

Improper placement of signage will be removed by the City. All signage must be removed from City of Columbus property within four hours of the conclusion of the event.

AMPLIFIED SOUND

Amplified sound must be directed away from residences and may only be allowed during the hours of 7:00 a.m. until 10:00 p.m., with the exception of July 4th and New Year's Eve, or by special approval

CHANGES AND CANCELLATIONS

All cancellations must be made in writing or emailed to eventpermit@columbusne.us. Cancellations should be received no later than seven (7) days prior to the proposed event date. The City understands that minor changes may occur prior to the event. We ask the applicant to submit all changes immediately, no less than 48 hours prior to the event.

The City reserves the right to cancel, delay, or relocate an event prior to or on the day of the event due to poor weather conditions that may cause excessive damage to City property. City staff recommends the applicant have plans in place to notify participants of changes or cancellations. The City is not responsible for any costs associated with the changes or cancellations.

VISIBILITY

City staff recommends that event organizers be easily identifiable during the event by using safety vests or specific colored shirts so that the event sponsor & volunteers can easily be located.

PARADES

All parade routes must be approved by the City of Columbus, and the City reserves the right to allow for

alternate parade routes. Throwing, tossing or pitching of candy/food/materials/etc. directly from floats is prohibited. Participants of the parade are asked to walk alongside the float and throw, toss, or pitch candy/food/materials/etc. to the crowd.



City of Columbus Special Event Permit Application

Answer all questions completely. Inaccurate or incomplete responses may result in the denial of a permit. **For the protection of the City of Columbus and its assets, and for the overall success of the event in question, the City of Columbus Special Event Committee reserves the right to make exceptions to or to impose additional requirements to the policies stated herein, based on individual circumstances.**

EVENT SPONSOR/APPLICANT/RESPONSIBLE PARTY INFORMATION		
1. NAME:	2. TODAY'S DATE:	
3. ADDRESS:	4. EMAIL:	
5. CITY:	6. STATE:	7. ZIP CODE:
8. DAY PHONE:	9. CELL PHONE:	
10. COMPANY/ORGANIZATION NAME, IF APPLICABLE:		
11. COMPANY ADDRESS/CITY/STATE/ZIP:	12. COMPANY PHONE:	
13. NAME OF ALTERNATE CONTACT PERSON:	14. ALTERNATE'S CELL PHONE:	
EVENT INFORMATION		
15. EVENT NAME:		
16. EVENT LOCATION:		
17. ESTIMATED # OF PARTICIPANTS:	18. ESTIMATED # OF SPECTATORS:	
19. ACTUAL EVENT DATE(S):	20. ACTUAL EVENT TIME(S):	
21. EVENT SETUP DATE(S):	22. EVENT SETUP TIME(S):	
23. EVENT TEAR-DOWN DATE(S):	24. EVENT TEAR-DOWN TIME(S):	
25. ADDITIONAL DOCUMENTS ATTACHED – Check as applicable:		
<input type="checkbox"/> Checklist (Pg 8 – 9) <input type="checkbox"/> Acknowledgement of Contact (Pg 10) <input type="checkbox"/> Site Plan (Pg 11) <input type="checkbox"/> List of Vendors (Pg 12) <input type="checkbox"/> Street Closure Request Consent Form (Pg 13) <input type="checkbox"/> Certificate(s) or Proof of Liability Insurance (see instructions on Pg 2)		



26. Please provide a **detailed description** of the event, using a separate sheet of paper if necessary.



City of Columbus Special Event Permit Application

APPLICANT ACKNOWLEDGMENT

I, the Event Sponsor, agree to indemnify and defend the City of Columbus, its officials, agents and employees (the "Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses resulting from, arising out of, or relating to any negligence or intentional misconduct by the applicant of the sponsoring organization, its officers, employees, or any person under its control in connection with this permit.

As applicable, I, or the organization acting as the Event Sponsor, have provided within this application, the required insurance which will cover all losses that may occur at the event, and to, by and between the Event Sponsor and the Volunteers. All Vendors have provided their own insurance, unless otherwise stated. (Per Definitions of Event Sponsor, Vendor, and Volunteer on Pg 2)

I affirm that all answers given and statements made on this application are complete and true to the best of my knowledge and beliefs. I have read and understand the terms and conditions outlined in this application. Failure to comply with the conditions of the special event application may result in revocation of current and future applications. I agree to be bound by the above terms as a condition to the issuance of the Special Event Permit.

The undersigned person, as the Applicant, does hereby agree and represent that he or she is legally capable to sign this application, and to lawfully bind the Applicant (and the Applicant's Organization, if applicable) as the Event Sponsor to the terms and conditions herein.

NAME OF APPLICANT

NAME OF ORGANIZATION

SIGNATURE OF APPLICANT

DATE

Before submitting your application, please make sure that the following steps have been completed. Have you:

- Signed and dated your application?
- Provided *all* documents and information as requested in this application?
- Submitted required Certificate(s) of Insurance?

Submit the completed application to:

City of Columbus
2424 14th Ave. PO Box 1677
Columbus, NE 68602
eventpermit@columbusne.us
Phone: (402) 562-4232

FOR OFFICIAL USE ONLY

Approved by Administration:

Approved by Parks & Recreation (if applicable):

City Administrator *Date*

Public Property Director *Date*

Approved by Police Department (if applicable):

Approved by Public Works (if applicable):

Chief of Police *Date*

Public Works Director *Date*



City of Columbus Special Event Packet CHECKLIST

PLEASE CHECK ALL THAT APPLY TO YOUR EVENT.

See **ACKNOWLEDGEMENT OF CONTACT** (Pg 10) for contact information of applicable City Departments.

NAME OF EVENT		
Reservation of a City Park for event (if Yes, check which one. Possible fees apply.) <ul style="list-style-type: none"> <input type="checkbox"/> Frankfort Square <input type="checkbox"/> Pawnee Park <input type="checkbox"/> Bradshaw Park <input type="checkbox"/> Centennial Park <input type="checkbox"/> Gerrard Park <input type="checkbox"/> Glur Park <input type="checkbox"/> Wilderness Park <input type="checkbox"/> Sunset Park <input type="checkbox"/> Other small neighborhood park _____ (name of park) <input type="checkbox"/> Public Entertainment District _____ (name of district) 	YES	NO
Description of Event:		
Reservation of a shelter within a City Park – fees apply		
Wedding in a City Park – fee applies		
Electricity – fees apply, payable at the City Clerk’s office		
Participants in addition to Event Sponsor: Attach LIST OF VENDORS (Pg 12). <u>All must have the required Liability Insurance. See Pg 2</u>		
Sale of Merchandise, Food, Beverages: Sales on street or parking lot requires Vendor Permit from the Police Department; Sales in City Park requires Concessionaire permit.		
Parade: Attach requested route		
Street Usage/Closure: If the event is in the street, street barricades are required. Signatures of affected residents/businesses are required. Use Street Closure Request Consent Form (Pg 13)		
Neighborhood Block Party		
Parking Space(s) blocked on City streets or Lots		
Use of City-Owned Parking Lot		
Tents: Show setup on Site Plan.		



	YES	NO
<p>Alcohol served/sold: complete a Special Designated License Application (SDL). Contact City Clerk at (402) 562-4224 to learn about the required timeline of submittals. Additional fees apply, and the license must include local approval by the City Council.</p> <ul style="list-style-type: none"> • Apply at the NE Liquor Control Commission https://lcc.nebraska.gov/special-designated-licenses • Fencing required. NLCC Title 237, Chapter 2, Section 013.03F requires 2 rows of fencing, placed 4' apart, unless waived by the Nebraska Liquor Control Commission. Orange plastic fencing is recommended. • Attach copy of SDL Application to this application. • Must check all ID and use bracelets or hand stamps during the event. 		
<p>Alcohol NOT served/sold: (Bring Your Own Beverage – BYOB)</p> <ul style="list-style-type: none"> • No glass containers allowed. • Personal serving size(s) only. • Event Sponsor responsible for monitoring underage drinking, waste pickup, providing bathroom facilities, etc. 		
<p>Fencing: Required for alcohol sales, per plan included on approved SDL.</p>		
<p>Usage of bleachers, picnic tables or trash cans from Parks Department – fees apply</p>		
<p>Usage of Sound System in Frankfort Square</p>		
<p>Public Dance: Will require SDL if alcohol is served or sold.</p>		
<p>Open Fires: Explain in detail</p>		
<p>Occupation of City Park after 12:00 Midnight: Requires City Council approval</p>		
<p>Bands or Amplified Music: Noise Ordinance enforced at 11:00 PM</p>		
<p>Advertising/Promotion of event: Attach detailed plans. <i>Encouraged not to advertise until event approval is granted.</i></p>		
<p>Inflatable Devices: Show setup on Site Plan. Must have required <i>additional</i> Liability Insurance.</p>		
<p>Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides Show setup on Site Plan, & provide clean up and disposal plan. Must have required <i>additional</i> Liability Insurance.</p>		
<p>Carnival Rides: Show setup on Site Plan.</p>		
<p>Powered Equipment: Attach list.</p>		
<p>Spotlights or Lasers: Attach specifications.</p>		
<p>Race or Competition: Attach detailed map. If street closure will be requested for race route, use Street Closure Request Consent Form (Pg 13)</p>		
<p>Booths/Structures: Show setup on Site Plan. Attach additional specs as applicable.</p>		



<p>Public Entertainment District Commons Area – fees apply, must currently hold a liquor license within a designated Public Entertainment District. (Those businesses that are not within the boundary of the Public Entertainment District must apply for an SDL to participate in a Commons Area event.)</p>	<p>YES</p>	<p>NO</p>
<ul style="list-style-type: none"> • On the site plan below, label the boundaries of the commons area requested, within a designated public entertainment district. • Provide a copy of current liquor license. • Apply to the NE Liquor Control Commission for a requisite entertainment district liquor license, and provide copy of application. • Follow all requirements set forth in Chapter 53 of the Nebraska Revised Statutes as to entertainment districts. • Upon receipt, provide a copy of entertainment district liquor license received from the NE Liquor Control Commission. • Designate the times, day for the sale and consumption of alcohol within the proposed commons area. (As required by State Statute: Food must be sold at all times which alcohol is being sold) • No glass containers allowed. • Comply with any and all conditions requirements, or restrictions that the City Administration or City Council has imposed on the Entertainment District use. • Must check all ID and use bracelets or hand stamps. • Must provide adequate restroom and waste disposal facilities. 		
<p style="text-align: center;">Other special/unique provision or information pertaining to the event which have not been addressed in this application – Please describe in detail:</p>		



City of Columbus Special Event Packet Acknowledgment of Contact

It is the applicant's responsibility to ensure that the details of their organized event have been communicated thoroughly with City Staff. **Prior to submittal of your special event permit application**, please coordinate with necessary City Staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. If City services are needed for an event, acknowledge below the date, point of contact and method in which you contacted applicable City department/s. *This form should be included with the Special Event Permit Application.*

For Services or Questions including, **Street Closures; Reservation of Frankfort Square; usage of Parking Lots; Parade Routes; Electricity; Insurance; Parking Stall Closure – Please contact Administration:**

City Administrator, Tara Vasicek (email: tara.vasicek@columbusne.us) **AND**

Administrative Assistant, Linda Cloeter (phone: 402-562-4232, email: linda.cloeter@columbusne.us)

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Reservation of City Parks (other than Frankfort Square), Concessionaires Permits, Rental of bleachers or picnic tables, usage of extra trash receptacles, usage of sound system in Frankfort Square – Please contact the Public Property Director:**

Public Property Director, Doug Moore 402-562-4240 dmoore@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Special Designated Liquor Licenses or special consideration of City Code by the City Council – Please contact the City Clerk's Office:**

402-562-4224 cclerk@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including, **Traffic Control Materials (barricades, cones) – Please contact the Street Department:** 402-562-4253

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Safety, Security, Traffic Control Assistance, Vendor/Solicitors permits – Please contact the Columbus Police Department:** 402-564-3201

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other



**City of Columbus
Special Event Packet
SITE PLAN**

Draw a detailed site map, placing all tents, stages, activities, booths, portable toilets, gates, cooking equipment & fences, including the approximate sq. ft. area to be used. Attach additional sheets if necessary.

NAME OF EVENT:

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**