

City Council Regular Meeting  
Monday, March 21, 2022 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  
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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 March 7, 2022, 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 March 7, 2022, 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 February 24, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Communications Director Rachel Pensick, Assistant Fire Chief Nathan Jones, and Assistant City Clerk Robin Efta.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a 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 Augustine-Schulte 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 February 22, 2022, City Council meeting.**
  - 4.B. **Minutes of February 22, 2022, Civil Service Commission meeting certifying firefighter/EMT/hazardous materials technician candidates Patrick Siemek, Jacob Hytrek, and Harley Eickmeier, and selecting Calvin Novak, Broderick Hoeft, and Theodore Vaughn as additional firefighter/EMT/hazardous materials technician candidates for potential position in the near future.**

- 4.C. Reappointment of Jake Wacha and Marty Eaton to Employee Retirement Committee for two-year terms.**
- 4.D. Quote from Diamond Vogel Paint Center in the amount of \$22,460.20 for paint and supplies for street division.**
- 4.E. Quote from HOA Solutions, Inc. in the amount of \$19,221 for control updates to Water Production Well No. 1 located at 10 Street and 28 Avenue.**
- 4.F. Resolution No. R22-18 approving agreement with Columbus Youth Baseball League for use of Centennial Park baseball facilities.** Resolution No. R22-18 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH BASEBALL LEAGUE FOR USE OF CENTENNIAL PARK BASEBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.G. Resolution No. R22-19 approving agreement with Columbus Youth Softball Association for use of Bradshaw Park softball facilities.** Resolution No. R22-19 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH SOFTBALL ASSOCIATION FOR USE OF BRADSHAW PARK SOFTBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.H. Resolution No. R22-20 approving permanent trail easement agreement with Shady Lake Development, LLC.** Resolution No. R22-20 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE EASEMENT AGREEMENT WITH SHADY LAKE DEVELOPMENT, LLC, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.I. Resolution No. R22-21 approving final acceptance completion of 3 Avenue and 18 Avenue viaducts project.** Resolution No. R22-21 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION'S RECOMMENDATION THAT PROJECT NUMBER RRZ-TMT 6065 (5), 3 AVENUE AND 18 AVENUE

VIADUCTS, IS READY FOR FINAL ACCEPTANCE; 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.J. Resolution No. R22-22 approving final acceptance completion of 12 Avenue/UPRR viaduct project.** Resolution No. R22-22 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION'S RECOMMENDATION THAT PROJECT NUMBER RRZ-TMT 6061 (8), 12 AVENUE/UPRR VIADUCT, IS READY FOR FINAL ACCEPTANCE; 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.K. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 03/18/22 Payroll \$675,573.90; Ace Hardware 510.45 S; Advance Auto 192.74 S; AKRS Equip 338.13 S; Amazon 2,911.13 S; Arnold Motor 302.21 S; Awards & Engraving 41.50 S; Best Version Media 152.00 S; BKD 30,000.00 S; Blackstone Pub 63.99 S; Bomgaars 418.72 S; C Branting 134.55 E; Capital Bus Sys 29.45 S; Capitol City Elec 188.95 S; CBS-Reporting 27.60 T; CCC 93.00 T; Chrome N' Steel Truck 1,302.85 S; City of Col 5,919.67 S; Clark Equip 58,202.10 CP; CoLibri Sys 2,684.46 S; Col Custom Embr 98.00 S; Col Tire 896.10 S; Connecting Point 8,786.00 S; Consltd Mgmt 156.32 T; Con Water Sol 15,599.98 S; Core & Main 30,107.16 S; Danko Emerg Equip 685.59 S; DAS State Acctg 1,471.99 S; Dubas Refrig 200.90 S; Eakes 1,320.01 S; B Eckhardt 219.41 E; Elec Pump 1,676.00 S; Electrical Eng & Equip 112.62 S; Electronic Eng 899.94 S; Enterprise Elec 42.00 S; Ernst Auto 77.60 S; Fastenal 23.59 S; Fedex 11.63 S; Full Throttle Truck 2,541.98 S; Gehring Const 56.25 S; Gen Traffic Controls 808.00 S; Gerhold Concrete 813.36 S; Godfather's 253.18 S; Grainger 15.80 S; Great Plains Bldg 55.42 S; Great Plains Comm 842.71 S; Hach 4,788.90 S; Hadley-Braithwait 200.15 S; Hometown Lsng 177.97 S; Huffman Eng 5,130.00 CP; Ingram Libry 2,026.36 S; Interstate Battery 613.75 S; Jackson Serv 1,766.70 S; JC Lock 60.00 S; KBK Ind 9,590.00 CP; Kelly Sup 120.34 S; KnowBe4 3,310.67 S; Lincoln Winwater Works 1,845.28 S; Mailbox 82.11 S; Matheson-Linweld 22.68 S; MD Sol 402.50 S; Menards 1,159.68 S; MW Glass 105.00 S; MW Tape 72.73 S; Moms & Mops 200.00 S; Mueller & Schoepf Drywall 3,000.00 S; Munic Pipe Tool 3,601.46 S,T; NDEE 115.00 T; NE Munic Clerks' Assoc 393.20 T; NE Notary Assoc 100.00 S; NE Public Hlth 606.00 S; NE State Fire Marshal 364.00 S; NENEDD 318.75 G; NoSwett Fencing 3,465.00 S; Occup Hlth 413.00 S; Oliver Pkg 1,502.90 S; O'Reilly 36.83 S; Overhead Door 398.00 S; Platte Co Ag 1.00 S; Presto-X 100.00 S; Quadient 642.63 S; Rembolt Ludtke 150.00 S; S Schmeckpeper 51.52 S; ServiceMaster 8,037.00 S; Shevlin Sup 192.72 S; Sirchie 101.45 S; Solid Waste Assoc 418.00 S; S Houston Equip 166.05 S; Stanard & Assoc 189.50 S; Dept of Rev

45,038.20 S; Stericycle 1,011.26 S; Sunbelt Rentals 94.21 S; Super Saver 56.06 S; R Swanson 14.07 R; Sysco 7,664.62 S; Tire Outlet 254.50 S; Too Fast Sup 57.62 S; Travelers 32.10 S; Tweet's 480.00 S; U & I 254.50 S; UPRR 4,758.50 CP; USA Blue Bk 460.94 S; USGA 150.00 S; Viridis Chemical 200,000.00 G; Vol Fire 530.00 E; Walmart 404.45 S; Waste Connections 170.84 S; Wellness Partners 10.00 S; Wemhoff Refrig 1,004.55 S; S Wortman 31.00 E; Zoll Med 975.50 S. TOTAL \$1,166,350.69.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
  - 6.A. **Proclamation declaring March 2022 as National Athletic Training Month.** Bulkley proclaimed March 2022 as National Athletic Training Month.
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:**
  - 10.A. **COMMITTEE OF THE WHOLE – March 7, 2022**
    - 10.A.1. **Staffing adjustments in Community Development and Engineering departments. Replace Community Development Director position with Chief Building and Code Official and a Project Engineer position be added to the Engineering department.** The Committee of the Whole recommended that the pay plan be amended to replace the position of community development director with chief building and code official and add the position of project engineer to the engineering department. The report was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
  - 13.A. **Appointment of Kyle Blunck as police officer.** Augustine-Schulte read a brief resume and the mayor's appointment of Kyle Blunck as police officer was ratified with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Sherer introduced Blunck and noted that he has already completed training through the academy and will start field training on March 28th. Blunck thanked the mayor and council for the appointment.

- 13.B. Appointment of Jacob Hytrek as firefighter/EMT/hazmat technician.** Augustine-Schulte read a brief resume and the mayor's appointment of Jacob Hytrek as firefighter/EMT/hazmat technician was ratified with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jones introduced Hytrek and noted he has a good training background. Hytrek thanked the mayor and council for the appointment.
- 13.C. Request of Carl Munford to discuss issues pertaining to rights of handicapped residents.** Carl Munford, 865 19 Avenue, addressed concerns with violators of handicap parking and suggested that citations be issued to repeat offenders, written warnings be issued as opposed to verbal warnings, and signs be posted noting the violation penalty. Sherer reported on the number of handicap parking complaints received and responded to as well as the number of warnings and citations issued. He noted that all verbal warnings are recorded. Sherer pointed out his intentions to assign a traffic control officer to monitor and handle these types of complaints once the police department is fully staffed. It was noted that business owners are responsible for marking and posting signs for handicap spaces.
- 13.D. Quote from Central Square Technologies in the amount of \$86,876.33 for mapping/automatic vehicle location software for joint communications center.** The quote from Central Square Technologies for mapping/automatic vehicle location software was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Quote from Sirius Computer Solutions, LLC in the amount of \$32,370.53 for firewall hardware replacement and migration services.** The quote from Sirius Computer Solutions, LLC for firewall hardware replacement and migration services was accepted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Plans, specifications, estimate of cost in the amount of \$1,813,601, and authorization to advertise for bids for Station No. 2, Charlie Louis Fire Station Addition Project. (Plans and specifications on file in the engineering department.)** The plans, specifications, estimate of costs, and authorization to advertise for bids for Station No. 2, Charlie Louis Fire Station Addition Project was approved with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.G. Comments from mayor and city council members.** There were no comments from the mayor or council members.

**14. RESOLUTIONS:**

- 14.A. Resolution No. R22-23 approving lease agreement with Jeremy Schreiber to rent farm ground known as city well field property for an annual amount of \$42,803 commencing March 1, 2022, and ending December 31, 2023.** Resolution No. R22-23 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LEASE AGREEMENT WITH JEREMY SCHREIBER TO RENT FARM GROUND KNOWN AS CITY WELL FIELD PROPERTY, CONSISTING OF 130.6 ACRES MORE OR LESS, LOCATED SOUTH AND ADJACENT TO LAKE BABCOCK IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, FOR AN ANNUAL AMOUNT OF \$42,803, COMMENCING MARCH 1, 2022, AND ENDING DECEMBER 31, 2023; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R22-24 approving contract with Gehring Construction & Ready Mix Co., Inc. in the amount of \$2,417,125.60 for Street Improvement District No. 184 (23 Street east of 48 Avenue to 54 Avenue).** Resolution No. R22-24 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO GEHRING CONSTRUCTION AND READY MIX CO., INC. IN THE AMOUNT OF \$2,417,125.60 FOR STREET IMPROVEMENT DISTRICT NO. 184 (23 STREET EAST OF 48 AVENUE TO 54 AVENUE) 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".
- 14.C. Resolution No. R22-25 approving Master Trail Plan.** Resolution No. R22-25 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MASTER TRAIL PLAN, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH 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".
- 14.D. Resolution No. R22-26 approving Amendment No. 2 to the agreement with Williams, Spurgeon, Kuhl, and Freshnock Architects, Inc. in the amount of \$42,300 for additional final design, bidding, and construction**

- administration phase services for Charlie Louis fire station addition.** Resolution No. R22-26 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH WILLIAMS, SPURGEON, KUHL, AND FRESHNOCK ARCHITECTS INC. IN THE AMOUNT OF \$42,300 FOR ADDITIONAL FINAL DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION PHASE SERVICES FOR STATION NO 2, CHARLIE LOUIS FIRE STATION ADDITION 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 Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.E. Resolution No. R22-27 setting Monday, April 18, 2022, from 5:30 p.m. to 6:45 p.m., when the mayor and council shall sit as a Board of Equalization to equalize and levy special assessments for Street Improvement District Nos. 183 (48 Avenue from 38 Street to Lost Creek Parkway), 186 (alley between 14 and 15 Streets and 28 and 29 Avenues), and 187 (25 Street from 33 Avenue west 140 feet); Water Extension District Nos. 63 (48 Avenue from 42 Street to Lost Creek Parkway) and 64 (Shady Lake Road west of 56 Avenue); and Sewer Extension District Nos. 45 (48 Avenue from 42 Street to Lost Creek Parkway) and 47 (Shady Lake Road west of 56 Avenue).** Resolution No. R22-27 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING THE DAY AND TIME WHEN THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SHALL SIT AS A BOARD OF EQUALIZATION TO EQUALIZE AND LEVY SPECIAL ASSESSMENTS was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.E.1. Certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District Nos. 183, 186, and 187; Water Extension District Nos. 63 and 64; and Sewer Extension District Nos. 45 and 47.** The certificate of costs, apportionment of costs, and preliminary assessment schedules for Street Improvement District Nos. 183, 186, and 187; Water Extension District Nos. 63 and 64; and Sewer Extension District Nos. 45 and 47 was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None

**17. ORDINANCES ON THIRD READING:**

**17.A. Ordinance No. 22-02 amending and re-adopting Chapter 92 of Title IX of Columbus City Code regarding nuisances.** On its third reading, Ordinance No. 22-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND AND RE-ADOPT CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUISANCES; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was 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".

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

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 7:56 p.m.

Presented and approved this 21 day of March, 2022.

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MAYOR

ATTEST:

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CITY CLERK

4.B. Resolution No. R22-28 approving Commercial Operator Agreement with Best Air, LLC at Columbus Municipal Airport. (Columbus Board of Airport Commissioners recommends approval.)

**RESOLUTION NO. R22-28**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL OPERATOR AGREEMENT WITH BEST AIR, LLC FOR LEASING HANGAR 1412-E, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Commercial Operator Agreement with Best Air, LLC for leasing Hangar 1412-E, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## COMMERCIAL OPERATOR AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska (hereinafter referred to as "City"), and Best Air, LLC (hereinafter referred to as "Lessee").

IT IS MUTUALLY AGREED that Lessee shall have the nonexclusive rights as an Aircraft Maintenance Operator at the Columbus Municipal Airport under the following terms and conditions:

1. Lease Term. The initial term of this Agreement shall be three (3) years commencing on April 1, 2022, and shall end on March 30, 2025, unless sooner terminated as hereinafter provided. City and Lessee may mutually agree to renew the Agreement for an additional three (3) year period. Such renewal must be requested by the Lessee by giving written notice to City at least ninety (90) days prior to the end of the original term of the Agreement.
2. Leased Premises. City hereby grants to Lessee the exclusive use of Hangar 1412-E and general use of the apron area in common with others, together with the non-exclusive right and privilege to conduct an Airframe and Power Plant Repair Operation as defined in Article 901-902 of the Rules and Regulations of the Columbus Municipal Airport, Aircraft Sales as defined in Article 801 of the Rules and Regulations of the Columbus Municipal Airport, and Flight Training as defined in Article 1101-1103 of the Rules and Regulations of the Columbus Municipal Airport now in force. Nothing herein shall grant Lessee the right to sell gasoline or to bring gasoline on the premises of the Columbus Municipal Airport for use by the public.
3. Fee. For privileges granted to Lessee by this Agreement, Lessee shall pay to City the total fee of \$10,872 (Ten Thousand Eight Hundred Seventy-Two Dollars), payable in installments of \$302 (Three Hundred Two Dollars) on or by the first day of each month of the term. If the option to extend this Agreement for three additional years is exercised and mutually agreed to by City and Lessee, the fee will be subject to review and modification by the city council upon favorable recommendation of the Columbus Board of Airport Commissioners. Notwithstanding anything to the contrary herein, Lessee shall only be responsible to pay fees up to and including the effective date of the expiration or earlier termination hereunder.
4. Utilities. Lessee shall pay all utilities for the hangar described herein, including, gas, electricity, water, sewer, and telephone.
5. Maintenance. City shall provide grounds maintenance and snow removal on the ramp and taxi areas surrounding the hangar building. Lessee shall perform all routine maintenance on the hangar described herein and keep the same in good and reasonable repair. City shall maintain the outside walls, the doors, and the

roof of the hangar unless damaged by negligence of the Lessee. City shall make all major repairs to the utility equipment listed below which belong to City, except that Lessee shall pay the first \$100 (One Hundred Dollars) of all major repairs. Major repairs are defined as those costing over \$100 (One Hundred Dollars). The utility equipment owned by the City are the following:

- heating and air conditioning system
- hot water heater
- plumbing system, including toilets and lavatories
- office and hangar lighting systems
- hangar unit heaters and infrared heaters
- electrical system, including outlets
- compressed air system

The parties agree that prior to the commencement of the term of this Agreement all heating, plumbing, and air conditioning systems shall be operable. The parties shall conduct a walk through inspection prior to commencement and note any deficiencies.

6. Lessee Equipment. Any equipment installed by Lessee shall belong to Lessee, is the responsibility of Lessee, and may be removed at the conclusion of this Agreement by Lessee so long as the removal does not cause damage to the building. Lessee shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above described premises, except those used in the conduct of the business authorized by this Agreement. Upon notice to Lessee of violation of this section, Lessee shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous materials in the above described premises. Lessee shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
7. Indemnification. The City shall stand indemnified by Lessee as herein provided. It is expressly understood by and between the parties hereto that Lessee herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible for the same. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever to the extent the foregoing arise out of the negligence of intentional act or omission of Lessee or Lessee's employees, agents, officers, volunteers, and subsidiaries, in regards to this Agreement and/or operation of the aircraft maintenance operator business. City agrees to indemnify and hold harmless Lessee from any and all claims, and any other liability arising out of or

in any way connected with the negligence or intentional act or omission of City or City's employees, agents, or other representatives. Notwithstanding anything to the contrary herein, in no event shall either party, its employees, agents, or contractors be liable under this Agreement to the other party for any consequential, incidental, indirect, exemplary, special, or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages. Lessee shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion, and the public enemy.

8. Insurance. Further, Lessee shall carry general, premises, and operator's liability insurance with a liability limit of \$1,000,000 (One Million Dollars) as evidenced by a certificate of insurance issued by a qualified provider. Lessee shall cause City to be named as an additional insured on said policies and Lessee shall provide City with evidence of said insurance on a current basis and further provide in said policies that City shall be notified of cancellation of any coverages. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease. The certificate of insurance shall list the aircraft covered by the policy. City shall carry insurance as required by law throughout the term of this Agreement. City shall provide Lessee with evidence of insurance upon Lessee's reasonable request.
9. Service to Public and Aviation Use Only. Lessee hereby agrees to serve the public in a polite and businesslike manner. The leased premises shall only be used in accordance with Rules and Regulations of the Columbus Municipal Airport. Lessee shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
10. Assignability and Subletting. Neither this Agreement nor the rights granted hereunder shall be assignable without the express written permission of City. Lessee shall not have the right to sub-let any part of the described premises without the express written permission of City.
11. Regulations. Lessee agrees that it will not carry on any business on the leased premises except those businesses generally associated with aircraft maintenance. All of said operations, if conducted by Lessee, shall be conducted in compliance with the Rules and Regulations of Columbus Municipal Airport as promulgated and amended by City from time to time. Lessee, by execution of this Agreement, acknowledges receipt of a current copy of said regulations. Violation of any of said regulation shall constitute a material breach of this Agreement and cause a default hereunder as hereinafter provided.

City reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport, at its sole discretion, without interference or hindrance by Lessee. City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

12. Area Surrounding Leased Premises. Lessee agrees to keep the leased premises and the area surrounding same in a neat and orderly fashion and shall not keep storage barrels or other material in public view. Lessee further agrees, with regard to the handling of any materials including oil, fuel, or any chemicals, that it will abide by all federal, state, and local laws and regulations. This specifically includes requirements of the Environmental Protection Agency (EPA) of both state and federal governments and the violation of any such regulation shall constitute a material breach hereof and a default as hereinafter provided.
13. Affirmative Action. Lessee agrees that he will undertake an affirmative action program as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to insure that no person shall, on the grounds of race, creed, color, national origin, religion, sex, or disability be excluded from participating in any employment activities covered in Title 14, Part 152, Subpart E of the Code of Federal Regulations. Lessee agrees and represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee agrees and represents that it will require that any covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs, as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to the same effect.
14. Anti-Discrimination. Lessee shall not, on the grounds of race, creed, color, national origin, religion, sex, or disability discriminate or permit discrimination against any person or persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The City reserves the right to take such action as the United States Government may direct to enforce this covenant.
15. Nondiscrimination. Lessee agrees to furnish service on a fair, equal, and non-discriminatory basis to all users thereof and to charge fair, reasonable, and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
16. Landing Area. City reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned air navigation facilities of the airport, as it sees fit, together with the right to direct and control all activities of Lessee in this regard, regardless of the desires or views of Lessee, without interference or hindrance.

17. Aerial Approach. City reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction. Lessee shall not erect, or permit to be erected, any building or other structure on the airport or in any zone by City which, in the opinion of City, be impermissible under any regulation, would limit the usefulness of the airport, or would constitute a hazard to aircraft.
18. War. During time of war or national or state emergency City shall have the right to enter into an agreement with the State of Nebraska and the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
19. Subordination. This Agreement shall be subordinate to the provisions of any outstanding agreement between City and the United States Government, relative to the maintenance, operation, or development of the airport.
20. Interference of Development. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
21. Airspace. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right-of-flight for the passage of aircraft in the airspace above the surface of the Columbus Municipal Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.
22. Non-Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
23. Abandonment of Premises. Lessee shall not vacate or abandon the Leased Premises at any time during the term of this Agreement. If Lessee abandons, vacates, or surrenders the Leased Premises, or is disposed of it by the process of law, or otherwise, then any personal property belonging to Lessee and left on the Leased Premises, except for any aircraft, shall be deemed to be abandoned; and, City at its sole discretion may elect to keep said personal property for its own use, sell said personal property and keep the proceeds of such sale, or otherwise dispose of said personal property.
24. Default. In the event Lessee fails to pay any rental fee due herein, fails to keep or perform any of the other terms or conditions listed in this Agreement, becomes

insolvent, or becomes involved in bankruptcy proceedings, then fifteen (15) days after written notice of default from City, City may, if such default has not been corrected, resort to any and all legal remedies or combinations of remedies which City may desire to assert, including but not limited to, one or more of the following:

- a. Declare the Agreement at an end and terminated;
- b. Sue for the rent due and to become due under the lease or for any damages sustained by City;
- c. Continue the Agreement in effect and relet the Leased Premises on such terms and conditions as City may deem advisable with Lessee remaining liable for the monthly rent plus the reasonable costs of obtaining possession of the Leased Premises and of any repairs and alterations necessary to prepare the Leased Premises for reletting, less the rentals received from such reletting, if any; and
- d. Take any other action which may be allowed under law or equity.

In the event the Lessee is in default of any term of this Agreement and such default is not cured within fifteen (15) days, excluding paragraph 6, after the date of receipt of written notice of default from City, then in any set of events, City, at City's sole option, may terminate this Agreement by written notice to Lessee. If the breach is not cured within the allotted time, this Agreement shall end and the remainder of all rental payments due under the terms of this Agreement shall accelerate and become immediately due and payable to City. Upon such termination of this Agreement by City, Lessee will surrender possession of the premises to City and City shall have all remedies of a secured party according to the laws of the State of Nebraska. City may then re-enter the premises and repossess the same and remove all personal effects from the premises.

If Lessee violates paragraph 6 above and Lessee does not immediately remove or cure such violations listed in paragraph 6 above, Lessee is immediately in default of the Agreement.

No action by City shall be construed as an election to terminate the Agreement unless written notice of such intention is given to Lessee.

25. Termination. This Agreement may be terminated:
  - a. Without cause, if either City or Lessee gives the other at least ninety (90) days written notice.
  - b. By City with cause as it relates to default of the parties, as described in paragraphs 6 and/or 24 of this Agreement
26. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, and addressed as follows:

To Lessee at:

Best Air, LLC  
Attn: Frank Cuba/Paul Muhle  
1442 Bill Babka Dr  
Columbus, NE 68601

To City at:

City of Columbus  
Attn: City Administrator  
2424 14th Street  
Columbus, NE 68601

27. Mere Lease. The parties agree that this Agreement is a mere lease, that it confers upon Lessee the privilege of conducting an airframe and power plant repair operation on the Columbus Municipal Airport and necessary incidental privileges, and it does not confer any possessory or other rights in the premises described herein.
28. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this Agreement, City and Lessee hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee. To the extent possible City and Lessee waive trial by jury.
29. Taxation. In the event that the Leased Premises described herein shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee, Lessee shall pay such taxes as shall be attributable to such use before they become delinquent.
30. Benefits. This Agreement shall be binding on the successors or assigns of either party, it being recognized that Lessee may not assign this Agreement without the consent of City.
31. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both City and Lessee.
32. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both the City and Lessee.
33. Waiver. Waiver by City of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.

34. Authorization. Lessee's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action(s) by Lessee and does not conflict with, result in a violation of, or constitute a default under any provision of any Agreement or other instrument binding upon the Lessee, or with any law, regulation, or court order that is applicable to Lessee in any way.
35. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.
36. Full Integration. This document is a fully integrated agreement superseding any prior agreement between the parties, and embodies a full and complete understanding of the parties.
37. Caption Headings. Caption headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BEST AIR, LLC

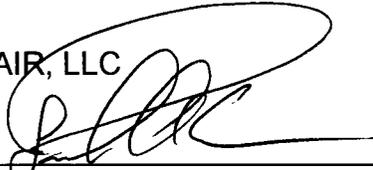
Lessee

Printed Name

Address

Phone Number

Email



Frank A. Cuba

1442 Bill Babka Dr.

308 548 830

Litewings@Q.com

Paul Muhle

Lessee

Printed Name

1442 Bill Babka Dr.

Address

402 276 2589

Phone Number

muhleaviationworks@hotmail.com

Recommended by:

COLUMBUS MUNICIPAL AIRPORT



AIRPORT MANAGER

BOARD OF AIRPORT COMMISSIONERS



CHAIR

Executed by:

CITY OF COLUMBUS, NEBRASKA

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

4.C. Resolution No. R22-29 approving agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities.

**RESOLUTION NO. R22-29**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH AMERICAN LEGION HARTMAN POST 84 FOR USE OF PAWNEE PARK BASEBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the American Legion Hartman Post 84, of Columbus, Nebraska, hereinafter referred to as "American Legion" and hereby jointly and mutually agree to the use of Pawnee Park baseball field as follows:

WHEREAS, American Legion Hartman Post 84, has proposed to provide legion baseball at Pawnee Park Baseball field and has requested the City allow the use of this facility for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for American Legion providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
  - A) To provide the use of Pawnee Park baseball facilities non-exclusively to the American Legion commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, (except storage sheds) plumbing, bleachers, and irrigation equipment for the irrigation of the baseball facilities.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the baseball season, if needed.
  - F) To grade the baseball field once during the fall season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines as needed, when possible.
  - I) To pay 65% of the electric bills and all water and sewer bills.
  - J) To properly clean the restrooms and toilet facilities at the baseball facility Monday through Friday except holidays.
  - K) To solicit input from American Legion for projects funded by the City during the planning and construction phases of any major ball field, concession stand and press box renovation projects or additions.
  - L) Provide support for those projects being done by the American Legion. All projects must be approved and scheduled with the City prior to construction start.

- M) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - N) Pay for all background checks for city teams and organizations.
  - O) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to American Legion's purpose.
  - P) All other background checks will be kept confidential.
2. American Legion, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for rental of the concession facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the American Legion in accordance with the current fee structure.
  - C) To drag and chalk and otherwise mark the baseball field.
  - D) To supply all supplies for maintaining the baseball field.
  - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays during the baseball season if used.
  - F) To keep the interior of the concession stand, press box and storage areas clean at all times.
  - G) It is the responsibility of the American Legion to determine if the field is playable.
  - H) To supply light bulbs for the concession stand and press box.
  - I) American Legion to pay 35% of the actual electricity used per Legion season.
  - J) **To police the area for trash each game day. "Area" includes around field, bleachers, under bleachers, concessions stand, dugouts, parking, and deposit in trash barrels.**
  - K) That any improvements or changes to said facility have proper approval either by the Public Property Director /Park Superintendent or Park Board.
  - L) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements planned, expenses to include cost for field preparation (i.e. labor, marble dust, vehicle & etc.) number of participants, games played and club teams, if any, that also utilize said facility and any other financial considerations deemed necessary utilizing the form provided by the City. A

written financial report shall be provided to the Park Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.

- M) Provide to the Park Board a listing of projects proposed necessitating City funding in the next FY along with the financial report.
- N) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- O) To provide the City of Columbus a certificate of Liability Insurance before the start of their season each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000, general aggregate, and minimum coverage for any vehicle used to maintain the field. Amounts of the coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract the American Legion Hartman Post 84 and CBA agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of the American Legion Hartman Post 84 and CBA or its members use of the facilities.
- P) If the provisions of M, N, O and P that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- Q) The American Legion agrees all profits, after expenses, derived from the usage of Pawnee Park baseball field, be utilized on improvements to Pawnee Park baseball field.
- R) The American Legion Hartman Post 84 shall inspect the facilities and report to the city any conditions which appear to create a danger to either participants or spectators.
- S) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)

DATED THIS 4<sup>th</sup> DAY OF MARCH 2022.



PRESIDENT OF AMERICAN LEGION 12  
AMERICAN LEGION ATHLETIC COMMITTEE CHAIRMAN

KENNETH E. ROBINSON  
PRINTED NAME

KEN. ROBINSON@YMAIL.COM  
EMAIL ADDRESS

MAYOR  
CITY OF COLUMBUS

4.D. Resolution No. R22-30 approving agreement with Columbus Mariners Baseball League for use of Berne Square baseball facilities.

**RESOLUTION NO. R22-30**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS MARINERS BASEBALL LEAGUE FOR USE OF BERNE SQUARE BASEBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Mariners Baseball League for use of Berne Square baseball facilities, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" and the Columbus Mariners Baseball League, of Columbus, Nebraska, hereinafter referred to as "CMB" and hereby jointly and mutually agree as follows:

WHEREAS, the Columbus Mariners Baseball League has proposed to provide recreational baseball at Berne Square and has requested the City allow the use of this facility for this purpose.

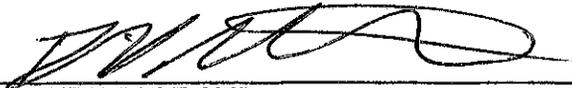
NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for CMB providing the acts and performance of various duties as set forth in Section No. 2 below.

1. The City hereby agrees as follows:
  - A) To provide the Berne Square baseball facility non-exclusively to CMB commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment except for infield sprinklers.
  - D) To maintain the parking lot.
  - E) To haul garbage twice a week during the course of the baseball season, if needed.
  - F) To grade the baseball fields once during the baseball season.
  - G) To maintain the field lights as needed.
  - H) To paint the foul lines as needed, when possible.
  - I) To pay all water and sewer bills at the Berne Square baseball facility.
  - J) To clean and supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
  - K) To put up and take down sun shades over the dugout. CMB to provide and maintain the sun shades during the season.
  - L) To solicit input from CMB for projects funded by the City during the planning and construction phases of any major field/concession stand renovation projects or additions.

- M) Provide support for those projects being done by CMB. All projects must be approved and scheduled with the City prior to construction start.
  - N) To provide forms for all coaches, umpires, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - O) Pay for all background checks for city teams and organizations.
  - P) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to CMB's purpose.
  - Q) All other background checks will be kept confidential.
2. CMB, in consideration of the City performing the acts and providing the facility as set forth in Paragraph No. 1 above, hereby agrees to perform the following:
- A) Pay to the City for the rental of the concession stand facilities in accordance with the current fee structure.
  - B) Pay the City for weekend garbage pickup when requested by the CMB in accordance with the current fee structure.
  - C) To drag, chalk, and otherwise mark the baseball fields.
  - D) To supply marble dust for the chalking of the baseball field.
  - E) To properly clean the restrooms and toilet facilities at the baseball facility on weekends and holidays, if used.
  - F) To prepare the fields after rainouts, and it is the CMB's responsibility to determine if the fields are playable.
  - G) To supply light bulbs for the concession stands and press box at the Berne Square baseball facility.
  - H) CMB to pay 100% of the actual electricity used per season.
  - I) To maintain the scoreboard and infield sprinklers. CMB initiates repair and covers expenses.
  - J) **To police the area for trash each game day. "Area" includes under bleachers, concession stand, around the fields, parking area, and deposit in trash barrels.**
  - K) To keep the interior of the concession stand and storage area clean at all times.

- L) To work with the YMCA for their use of the facility for their "T" Ball program.
- M) That any improvements or changes to said facility have proper approval either by the Public Property Director/Park Superintendent or Park Board.
- N) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements completed, improvements, planned, expenses to include cost of field preparation (i.e. labor, marble dust, vehicle & etc.), number of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
- O) Provide the Park Board projects you are asking the City to provide funding for the next FY along with the financial report.
- P) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
- Q) To provide the City of Columbus Certificate of Liability Insurance by March 1<sup>st</sup> of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the City. By the execution of this contract CMB agrees to indemnify and hold the City harmless on any liability which the City might incur as a result of CMB's or its members use of the facility.
- R) If the provisions of N, O, P, and Q that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- S) The CMB agrees all profits, after expenses, derived from the usage of Berne Square, be utilized on improvements to Berne Square.
- T) The CMB shall inspect the facility and report to the city any conditions which appear to create a danger to either participants or spectators.
- U) Have all coaches, umpires, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- V) Inform all out of town teams using city facilities, that all Columbus coaches, umpires, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 5<sup>TH</sup> DAY OF January, 2022

  
\_\_\_\_\_  
PRESIDENT OF CMB

\_\_\_\_\_  
MAYOR  
CITY OF COLUMBUS

David Gustafson  
\_\_\_\_\_  
PRINTED NAME

gustafsongdave@gmail.com  
\_\_\_\_\_  
EMAIL ADDRESS

4.E. Resolution No. R22-31 approving agreement with Wilderness Park Operations Committee for use of Wilderness Park soccer facilities.

**RESOLUTION NO. R22-31**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH WILDERNESS PARK OPERATIONS COMMITTEE FOR USE OF WILDERNESS PARK SOCCER FIELDS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Wilderness Park Operations Committee for use of Wilderness Park soccer fields, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the city.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## AGREEMENT

Comes now the City of Columbus, Nebraska, a Municipal corporation, hereinafter referred to as "City" Wilderness Park Operations Committee" representing the American Youth Soccer Organization (AYSO), and Columbus Soccer Club (CSC) of Columbus, Nebraska, hereinafter referred to as "WPOC" and hereby jointly and mutually agree as follows:

WHEREAS, Wilderness Park Organizational Committee (WPOC) has proposed to provide recreational soccer at Wilderness Park and has requested the City allow the use of these facilities for this purpose.

NOW, THEREFORE, be it agreed by and between the parties that the City will provide the following services and perform the following acts in consideration for the WPOC providing the acts and performance of various duties as set forth in Section No. 2 below at Wilderness Park.

1. The City hereby agrees as follows:
  - A) To provide the soccer facilities at Wilderness Park non-exclusively to WPOC commencing after the City Council approval at the first council meeting in March of each year and terminating at the February Park Board meeting each year. Non-exclusively means that the City of Columbus holds the right to schedule any activity at Wilderness Park as long as it does not interfere with already scheduled games or marked fields and activities through the WPOC.
  - B) To mow the fields once weekly, weather permitting when and if needed.
  - C) To keep in good repair fences, buildings, plumbing, bleachers, and irrigation equipment for the irrigation of the soccer fields.
  - D) To maintain the parking lot.
  - E) To dispose of garbage during the course of the soccer season, as needed during regular working hours.
  - F) To pay 65% of the electric bills and all water and sewer bills at the Wilderness Park Soccer facility.
  - G) To supply toilet paper and cleaning supplies to clean the restrooms Monday through Friday.
  - H) To solicit input from WPOC for projects funded by the City during the planning and construction phases of any major field and concession renovation projects or additions.
  - I) Provide support for those projects being done by WPOC. All projects must be approved and scheduled with the City prior to construction start.
  - J) To provide forms for all coaches, referees, league officials, board members, maintenance staff to complete for background checks. Background checks will be conducted by the Human Resources Dept. of the City of Columbus.
  - K) Pay for all background checks for city teams and organizations.
  - L) Provide information from background checks to league officials that the Police Chief and Public Property Director deemed detrimental to WPOC's purpose.
  - M) All other background checks will be kept confidential.

2. WPOC, in consideration of the City performing the acts and providing the facilities as set forth in Section No. 1 above, hereby agrees to perform the following:
- A) Will provide the City of Columbus Parks and Recreation Department with a schedule, including: High School Schedules, Club Schedules and AYSO. The schedule should include which fields will be used and exact times of use.
  - B) Pay to the City for the rental of the concession stand facilities in accordance with current fee structure.
  - C) Pay the City for weekend garbage pickup when requested by WPOC in accordance with current fee structure.
  - D) To make sure the soccer facility is open or a key given to the activities director that use the facility for high school soccer.
  - E) To mark the fields and to provide supplies and equipment for field marking.
  - F) To properly clean the restrooms and toilet facilities at the facility during the soccer season, if games are scheduled on weekends and holidays.
  - G) To prepare the fields for play, and it is the WPOC's responsibility to determine if the fields are playable.
  - H) To turn "on & off" the "caution" traffic light on 18<sup>th</sup> Avenue whenever there is an organized activity at Wilderness Park. (Light switch on outside, south side, of pump house.)
  - I) WPOC to pay 35% of the actual electricity used per season. (Not irrigation)
  - J) To ensure no parking in the concession area except for the purpose of loading and unloading supplies.
  - K) **To police the area for trash each game day. "Area" includes around fields, under bleachers, concession stand, parking, and to deposit in trash containers.**
  - L) To supply light bulbs for the concession stand and storage area.
  - M) That any improvements or changes to said facility have proper approval either by the Public Property Director/Park Superintendent or Park Board.
  - N) Provide to the Park Board a complete financial report to include fees, concessions, tournaments, special events, special fundraisers, improvements, completed, improvements planned, expenses to include cost for field preparation (i.e. labor, paint, vehicle & etc.) number of participants, games played and club teams if any that also utilize said facility of participants, games played and club teams if any that also utilize said facility and any other financial considerations deemed necessary utilizing the attached form provided by the City. A written financial report shall be provided to the Board by appearance of the organization chairperson by the month designated by the Park Board for said organization.
  - O) Provide a list of present board members and one contact person along with phone number for the Park Department to communicate with throughout the year.
  - P) Provide to the Park Board a listing of projects proposed necessitating City funding in the next FY along with the financial report.
  - Q) To provide the City of Columbus with a Certificate of Liability Insurance by March 1<sup>st</sup> of each year. The amounts requested are \$1,000,000 per occurrence, \$2,000,000 general aggregate and minimum coverage of any vehicle used to maintain the fields. Amounts of coverage are minimum amounts and can be

greater. THE CITY OF COLUMBUS MUST BE LISTED AS AN ADDITIONAL INSURED ON SAID POLICY AND CERTIFICATE provided to the city. By the execution of this contract WPOC agrees to indemnify and hold the city harmless on any liability which the city might incur as a result of WPOC's or its members use of the facilities.

- R) If the provisions of M, N, O, P and Q that are listed above are not met, said organization does not have the City of Columbus' permission to use said facility.
- S) WPOC agrees all profits, after expenses, derived from the usage of Wilderness Park, be utilized on improvements to Wilderness Park.
- T) The WPOC shall inspect the facility and report to the city any conditions which appear to create a danger to either participants or spectators.
- U) Have all coaches, referees, league officials, board members, maintenance staff complete background check forms and return to the City of Columbus (Human Resources Dept.)
- V) Inform all out of town teams using city facilities, that all Columbus coaches, referees, league officials, board members, maintenance staff have had a background check required by the City of Columbus. We would request a similar courtesy from our out of town guests.

DATED THIS 21<sup>ST</sup> DAY OF MARCH, \_\_\_\_\_.

  
WILDERNESS PARK OPERATIONS  
COMMITTEE

\_\_\_\_\_  
MAYOR OF COLUMBUS

Kmarit  
PRINTED NAME

jarit@neb.rr.com  
EMAIL ADDRESS

4.F. Resolution No. R22-32 approving permanent fiber optic easement agreement with Brent A. and Carmen Melliger.

**RESOLUTION NO. R22-32**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT THE DEDICATION OF FIBER OPTIC EASEMENT GRANTED TO THE USE AND BENEFIT OF THE CITY OF COLUMBUS FROM BRENT A. AND CARMEN MELLIGER, IN CONSIDERATION OF \$3000 AND OTHER VALUABLE CONSIDERATIONS, UPON, OVER AND UNDER THE FOLLOWING-DESCRIBED REAL PROPERTY TO-WIT: A 16.50' WIDE PERMANENT EASEMENT FOR FIBER OPTIC LINE LOCATED IN THE SW1/4 SE1/4 SECTION 29, T17N, R1E OF THE 6<sup>TH</sup> P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER SW1/4 SE1/4, SECTION 29, T17N, R1E OF THE 6<sup>TH</sup> P.M., PLATTE COUNTY, NEBRASKA AND ASSUMING THE WEST LINE OF SAID SW1/4 SE1/4 TO HAVE A BEARING OF N 01°34'12" W; THENCE N 01°34'12" W AND ON THE WEST LINE SAID SW1/4 SE1/4, 711.52 FEET, TO THE POINT OF BEGINNING; THENCE N01°34'12" W AND ON SAID WEST LINE, 16.50 FEET; THENCE N 88°13'11" E, 949.05 FEET; THENCE S 01°31'59" E, 8.25 FEET TO THE NORTHWEST CORNER OF A TRACT PREVIOUSLY SURVEYED BY BRUCE L. GILMORE, LS# 96; THENCE S 01°31'59" E AND ON THE WEST LINE SAID SURVEYED TRACT, 8.25 FEET; THENCE S88°13'11" W, 949.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES MORE OR LESS, AND TO AUTHORIZE THE MAYOR TO ACCEPT THE EASEMENT PURSUANT TO THE ATTACHED EASEMENT AGREEMENT; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Dedication of fiber optic easement is hereby granted for use and benefit of the City of Columbus from Brent A. and Carmen Melliger in consideration of \$3000 and other valuable considerations upon, over, and under the following-described real property, to-wit: A 16.50' wide Permanent easement for fiber optic line located in the SW1/4 SE1/4 Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest Corner SW1/4 SE1/4, Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska and assuming the West Line of said SW1/4 SE1/4 to have a bearing of N 01°34'12" W; thence N 01°34'12" W and on the West Line said SW1/4 SE1/4, 711.52 feet, to the Point of Beginning; thence N01°34'12" W and on said West Line, 16.50 feet; thence N 88°13'11" E, 949.05 feet; thence S 01°31'59" E, 8.25 feet to the northwest corner of a tract previously surveyed by Bruce L. Gilmore, LS# 96; thence S 01°31'59" E and on the West Line said surveyed tract, 8.25 feet; thence S88°13'11" W, 949.04 feet to the Point of Beginning, containing 0.36 acres more or less, a copy of which is attached hereto and incorporated herein by this reference, and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 17, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Brent A. and Carmen Melliger Fiber Optic Easement Agreement

**RECOMMENDATION:**

I recommend approval of the permanent easement agreement for fiber optics on the property owned by Brent A. and Carmen Melliger located between Quail Run Golf Course and the Wastewater Treatment Facility for purposes of the South Fiber Optic Ring.

**DISCUSSION:**

The permanent fiber optic easement is located between the WWTF and Quail Run Golf Course to construct, locate, and maintain a City owned fiber optic line associated with the South Fiber Optic Ring and Community Building Relocation project.

**FISCAL IMPACT:**

Lump sum fee of \$3,000 which is part of 2021-2022 CIP No. 19-09 in the amount of \$600,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

Sipple, Hansen, Emerson,  
Schumacher, Klutman & Valorz, LLC  
P.O. Box 1305  
Columbus, NE 68602-1305

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into on \_\_\_\_\_, 2022, by and between Brent A. and Carmen Melliger, hereinafter referred to as "Grantor", and the City of Columbus, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantee," in consideration of a lump sum amount of three thousand dollars (\$3,000) and other valuable consideration, Grantor hereby grants and conveys a perpetual easement in, upon, over and under for the purpose of fiber optics ducts and lines and Grantor provides Grantee access for locating and maintenance, upon the following- described real estate, to-wit:

A 16.50' wide Permanent easement for fiber optic line located in the SW1/4 SE1/4 Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska, described as follows:

Commencing at the Southwest Corner SW1/4 SE1/4, Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska and assuming the West Line of said SW1/4 SE1/4 to have a bearing of N 01°34'12" W; thence N 01°34'12" W and on the West Line said SW1/4 SE1/4, 711.52 feet, to the Point of Beginning; thence N01°34'12" W and on said West Line, 16.50 feet; thence N 88°13'11" E, 949.05 feet; thence S 01°31'59" E, 8.25 feet to the northwest corner of a tract previously surveyed by Bruce L. Gilmore, LS# 96; thence S 01°31'59" E and on the West Line said surveyed tract, 8.25 feet; thence S88°13'11" W, 949.04 feet to the Point of Beginning, containing 0.36 acres more or less.

The easement granted herein shall include the Grantee right to mark, repair, alter and maintain said fiber optics ducts and line, together with the Grantee right of access to said easement area, and to pay all damage, including crop damage, to the Grantor's property arising from the Grantee's exercise of the rights herein granted.

Attached hereto marked Exhibit "A" and incorporated herein by reference is a map illustrating the easement area as described herein.

The easement granted herein shall run with the land and be binding upon the Grantors, their heirs, successors, personal representatives and assigns, and inure to the benefit of Grantee, its successors and assigns.

GRANTOR:

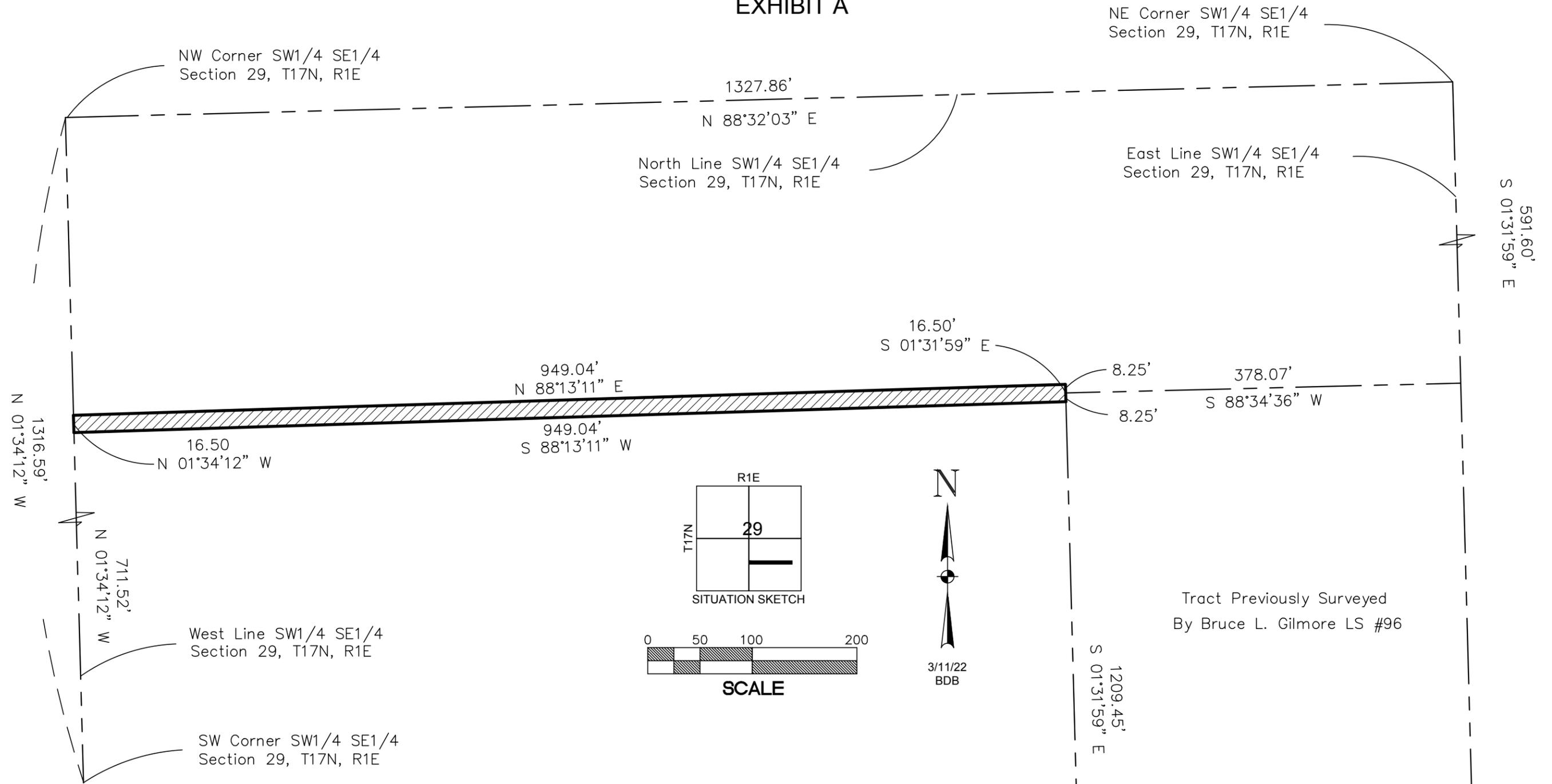
  
Brent A. Melliger, Grantor

  
Carmen Melliger, Grantor





# EXHIBIT A



## Legal Description

A 16.50' wide Permanent easement for fiber optic line located in the SW1/4 SE1/4 Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows:

Commencing at the Southwest Corner SW1/4 SE1/4, Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska and assuming the West Line of said SW1/4 SE1/4 to have a bearing of N 01°34'12" W; thence N 01°34'12" W and on the West Line said SW1/4 SE1/4, 711.52 feet to the Point of Beginning; thence N01°34'12" W and on said West Line, 16.50 feet; thence N 88°13'11" E, 949.04 feet; thence S 01°31'59" E, 8.25 feet to the northwest corner of a tract previously surveyed by Bruce L. Gilmore, LS# 96; thence S 01°31'59" E and on the West Line said surveyed tract, 8.25 feet; thence S88°13'11" W, 949.04 feet to the Point of Beginning, containing 0.36 acres more or less.

4.G. Resolution No. R22-33 authorizing payment of various improvement projects.

**RESOLUTION NO. R22-33**

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 BOYD JONES CONSTRUCTION CO., \$817,021.88;

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

Boyd Jones Construction Co.	Community Building	\$817,021.88
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that the respective special engineer has prepared and filed with the city clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

**TO OWNER:**

City of Columbus, NE  
PO Box 1677  
Columbus, NE 68602-1677  
**FROM CONTRACTOR:**  
Boyd Jones Construction Co.  
950 S. 10th St., STE 100  
Omaha, NE 68108  
**CONTRACT FOR:**

**PROJECT:**

Library / Cultural Arts Facility

**APPLICATION NO:**

15

**Distribution to:**

OWNER  
 ARCHITECT  
 CONTRACTOR

**PERIOD TO:**

2/28/22

**Start:**

2/1/22

**Finish:**

2/28/22

**PROJECT NOS:** 16-026

**CONTRACT DATE**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	26,201,578.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	6,909,308.92
<b>5. RETAINAGE:</b>		
a. 10 % of Completed Work (Column D + E on G703)	\$	679,318.08
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	679,318.08
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	6,229,990.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	5,412,968.96
8. CURRENT PAYMENT DUE	\$	817,021.88
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	19,971,587.16

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

**CONTRACTOR:**

By: [Signature] Date: 3/2/2022

State of: Nebraska County of: Douglas  
Subscribed and sworn to before me this 2 day of march  
Notary Public: Nicole Rager  
My Commission expires: 9/1/2025

GENERAL NOTARY - State of Nebraska  
NICOLE RAGER  
My Comm. Exp. Sept. 1, 2025

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 817,021.88

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

ARCHITECT: [Signature]  
By: [Signature] Date: 3/8/2021

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

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

4.H. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 10/01/2020 TO 02/28/2021

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2020	Total Debits	Total Credits	Ending Balance 02/28/2021
100	GENERAL FUND	9,129,900.86	19,317,827.58	20,619,952.02	7,827,776.42
160	PLATTE CO LIBRARY SERVICE	53,727.89	79,186.79	63,432.45	69,482.23
189	PERPETUAL CARE	78,822.07	120.35	0.00	78,942.42
200	STREETS/ENGINEERING	(1,484,540.41)	5,917,576.13	3,230,539.20	1,202,496.52
205	AIRPORT	948,993.92	398,471.68	534,382.93	813,082.67
210	SALES TAX	7,848,144.61	2,893,781.30	946,876.55	9,795,049.36
211	1/2 CENT SALES TAX	5,260,056.75	1,990,866.01	1,685,000.93	5,565,921.83
220	COMMUNICATIONS - E911	(367,184.38)	1,238,167.70	616,187.23	254,796.09
221	COMMUNICATIONS - WIRELESS E911	(37,337.81)	51,681.98	22,427.64	(8,083.47)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,432.46)	7,770.00	7,770.00	(4,432.46)
240	HOUSING REHAB & LOANS	59,809.98	141,332.09	106,227.25	94,914.82
250	ECONOMIC DEVL REUSE	669.24	1,379.11	2,048.35	0.00
260	PROGRESS AND JOBS GROWTH	1,583,481.90	333,127.56	88,600.00	1,828,009.46
270	KENO	798,538.91	426,382.10	145,602.50	1,079,318.51
400	DEBT SERVICE FUND	884,177.40	666,412.42	1,034,017.40	516,572.42
480	COMMUNITY REDEVL AUTH	67,064.91	64,647.31	73,662.20	58,050.02
500	UTILITY SERVICE	13,795,389.63	7,893,714.38	8,100,599.23	13,588,504.78
520	WATER	11,848,920.01	2,703,618.52	2,274,292.10	12,278,246.43
530	LOUP DISTRIBUTION	1,113,147.33	1,960,580.34	1,054,360.00	2,019,367.67
560	STORMWATER UTILITY	462,974.87	212,916.31	86,299.77	589,591.41
570	SOLID WASTE DIVISION	2,080,765.65	1,215,772.59	929,121.88	2,367,416.36
600	HEALTH INSURANCE	2,525,442.38	150,681.59	242,241.17	2,433,882.80
700	POLICE PENSION	59,791.46	91.28	0.00	59,882.74
710	FIRE PENSION	40,996.44	2,761.14	9,555.00	34,202.58
730	LICENSES TO SCHOOLS	300.00	10,370.00	300.00	10,370.00
740	LIBRARY FOUNDATION	2,558,890.17	0.00	0.00	2,558,890.17
745	LIBRARY ENDOWMENT	1,859,178.06	0.00	0.00	1,859,178.06
750	GERRARD PARK TRUST	144,558.94	7,025.45	0.00	151,584.39
999	PAYROLL CLEARING	11,149.00	4,091,236.24	3,866,025.37	236,359.87
	TOTAL - ALL FUNDS	61,321,397.32	51,777,497.95	45,739,521.17	67,359,374.10

4.I. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 03/22/2022	911 CUSTOM LLC INVOICE	48514	VEST CARRIER - PETERS QM	343.00	
			Total:	343.00	
			Net of 1 Invoices / 0 Checks	343.00	
02057 03/22/2022	A TO Z MESSAGING INVOICE	14597	ANSWERING SERVICE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
10668 03/22/2022	ACCESS ELECTRICAL SYSTEMS INC. INVOICE	3924	SERVICE CALL TO REPLACE BALLASTS & DRIVERS 1	660.00	
			Total:	660.00	
			Net of 1 Invoices / 0 Checks	660.00	
00116 03/22/2022	ACE HARDWARE & GARDEN CNT INVOICE	183881/5	YELLOW TOOL, RED TOOL	24.44	
03/22/2022	INVOICE	183848/5	FAUCET SPRAYER, BASIN GASKET	13.38	
03/22/2022	INVOICE	183891/5	WALL CLOCK, BLOW OFF DUSTER	31.98	
03/22/2022	INVOICE	184124/5	ELECTRICAL TAPE	5.99	
03/22/2022	INVOICE	184117/5	ROPE - 5/16"X500' & 1/4"X1000'	319.98	
03/22/2022	INVOICE	183844/5	CABLE CUTTER	32.99	
03/22/2022	INVOICE	183905/5	KEY	2.79	
03/22/2022	INVOICE	184054/5	AAA BATTERIES	8.99	
03/22/2022	INVOICE	184080/5	HARDWARE	31.80	
03/22/2022	INVOICE	184112/5	COUPLER 1/2" PUSH	7.99	
03/22/2022	INVOICE	183998/5	NIPPLE, ADAPTER INSERT, VALVE GAS LEVER, 90	20.55	
03/22/2022	INVOICE	183994/5	PLUMBING SUPPLIES, ELBOW INSERT	13.24	
03/22/2022	INVOICE	183984/5	FUSETRON, FUSE CARTRIDGE	38.98	
03/22/2022	INVOICE	183983/5	BATTERIES C - 8 PACK	35.98	
03/22/2022	INVOICE	184050/5	FILLER CAP	8.99	
03/22/2022	INVOICE	184031/5	DUST FILTER	39.99	
			Total:	638.06	
			Net of 16 Invoices / 0 Checks	638.06	
03104 03/22/2022	ACE SANITATION SERVICE INC. INVOICE	4931 MAR22	GARBAGE SERVICE	39.00	
03/22/2022	INVOICE	4932 MAR22	GARBAGE SERVICES	39.00	
			Total:	78.00	
			Net of 2 Invoices / 0 Checks	78.00	
00180 03/22/2022	ADVANCE AUTO PARTS INVOICE	5606205666157	WATER PUMP	103.69	
03/22/2022	INVOICE	5606204965961	LUBE	24.14	
03/22/2022	INVOICE	5606206914695	OIL FILTER	12.87	
03/22/2022	INVOICE	5606207047803	RETURN - OIL FILTER	(12.87)	
03/22/2022	INVOICE	5606135164465	OIL FILTER	4.49	
03/22/2022	INVOICE	5606135412107	BRAKE MASTER CYL	148.79	
03/22/2022	INVOICE	5606204865913	OIL FILTER, TRANSMISSION LINE	55.45	
03/22/2022	INVOICE	5606206114448	AIR FILTER	26.59	
03/22/2022	INVOICE	5606205366078	BATTERY	218.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	5606205366080	CORE REFUND	(54.00)	
03/22/2022	INVOICE	5606205747340	FUEL & AIR FILTERS	55.26	
03/22/2022	INVOICE	5606206366343	HALOGEN HEADLAMP	28.83	
03/22/2022	INVOICE	5606204265755	LUBE, FUEL FILTER KIT, AIR FILTER	101.82	
03/22/2022	INVOICE	5606204765861	OIL FILTER	2.09	
03/22/2022	INVOICE	5606205466095	OIL FILTER	3.84	
03/22/2022	INVOICE	5606205466109	HEATER HOSE	45.25	
03/22/2022	INVOICE	5606205366045	CABIN AIR FILTER	10.14	
03/22/2022	INVOICE	5606206366369	FLEETRANNER BELTS	20.45	
03/22/2022	INVOICE	5606205566118	COOLANT TEE SEAL KIT	19.77	
Total:				815.40	
Net of 19 Invoices / 0 Checks				815.40	
10420	AKRS EQUIPMENT				
03/22/2022	INVOICE	3038846	FREIGHT FOR GASKET	1.32	
Total:				1.32	
Net of 1 Invoices / 0 Checks				1.32	
10442	AMAZON				
03/22/2022	INVOICE	735454594343	ORIGINAL HP 910XL BLACK HIGH	40.89	
03/22/2022	INVOICE	466748786466	INK CARTRIDE	9.98	
03/22/2022	INVOICE	598763655833	TRASH BAGS, STICKY NOTES, PAPER TOWELS	167.54	
03/22/2022	INVOICE	669755576449	VHF STUBBY ANTENNA	10.60	
03/22/2022	INVOICE	867985438747	DVD'S	191.23	
03/22/2022	INVOICE	447353844768	PARCHMENT PAPER, TRANSFER TAPE, DESKTOP TAP	59.46	
03/22/2022	INVOICE	453358943464	DVD'S	135.46	
03/22/2022	INVOICE	893858575988	XEROX 108R01121 PHASER	289.80	
03/22/2022	INVOICE	468646398543	LOGITECH C270 HD WEBCAM	15.00	
03/22/2022	INVOICE	775943995944	ENERGIZER EN91 INDUSTRIAL ALK	129.90	
03/22/2022	INVOICE	944568986744	ENERGIZER AA LITHIUM	40.68	
03/22/2022	INVOICE	964637458676	HP 410X TONER	491.67	
03/22/2022	INVOICE	944348939467	DURACELL AA & AAA BATTERIES	25.75	
03/22/2022	INVOICE	996934936563	HP 312A TONER CARTRIDGE	285.78	
03/22/2022	INVOICE	737686594384	SPONGEBOB SQUAREPANTS	14.98	
Total:				1,908.72	
Net of 15 Invoices / 0 Checks				1,908.72	
00587	AQUA-PURE INC				
03/22/2022	INVOICE	COLNE2203	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE	6,176.31	
Total:				6,176.31	
Net of 1 Invoices / 0 Checks				6,176.31	
10561	ARNOLD MOTOR SUPPLY				
03/22/2022	INVOICE	78NV031885	PURPLE CLEANER, DEX COOL, PM HD SAE30	72.85	
03/22/2022	INVOICE	78NV031139	REFLEX MONOTUBE, STRUT ASSEMBLY	357.32	
03/22/2022	INVOICE	78NV031645	ENGINE OIL FILTER	8.24	
Total:				438.41	
Net of 3 Invoices / 0 Checks				438.41	
00461	BEHLEN TOWING LLC				
03/22/2022	INVOICE	22847	TOWING	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	28206	TOWING	150.00	
03/22/2022	INVOICE	28211	TOWING	150.00	
03/22/2022	INVOICE	28214	TOWING	150.00	
03/22/2022	INVOICE	28222	TOWING	150.00	
Total:				750.00	
Net of 5 Invoices / 0 Checks				750.00	
02421	BIBLIOTHECA LLC				
03/22/2022	INVOICE	INV-US52412	CLOUD LIBRARY EBOOK LICENSE	44.50	
03/22/2022	INVOICE	INV-US52411	CLOUD LIBRARY E AUDIO BOOK LICENSE	5.67	
Total:				50.17	
Net of 2 Invoices / 0 Checks				50.17	
03256	BLACK HILLS ENERGY				
03/22/2022	INVOICE	7504 0422 35	MAR22NATURAL GAS	98.90	
03/22/2022	INVOICE	4086 6115 74	MAR22NATURAL GAS	98.72	
03/22/2022	INVOICE	5389 9420 88	MAR22NATURAL GAS	94.74	
03/22/2022	INVOICE	5048 9157 09	MAR22NATURAL GAS	87.43	
03/22/2022	INVOICE	0815 1921 72	MAR22NATURAL GAS	787.76	
03/22/2022	INVOICE	8429 6210 02	MAR22NATURAL GAS	645.69	
03/22/2022	INVOICE	6310 3990 85	MAR22NATURAL GAS	488.14	
03/22/2022	INVOICE	4447 5106 07	MAR22NATURAL GAS	337.32	
03/22/2022	INVOICE	7226 0844 98	MAR22NATURAL GAS	358.97	
03/22/2022	INVOICE	1450 5796 12	MAR22NATURAL GAS	207.28	
03/22/2022	INVOICE	1164 9983 32	MAR22NATURAL GAS	147.63	
03/22/2022	INVOICE	5431 5180 01	MAR22NATURAL GAS	128.59	
03/22/2022	INVOICE	5915 3548 20	MAR22NATURAL GAS	119.12	
03/22/2022	INVOICE	5317 1214 84	MAR22NATURAL GAS	114.43	
03/22/2022	INVOICE	0778 7198 98	MAR22NATURAL GAS	108.19	
03/22/2022	INVOICE	2278 6168 20	MAR22NATURAL GAS	70.63	
03/22/2022	INVOICE	6942 7542 63	MAR22NATURAL GAS	70.04	
03/22/2022	INVOICE	3343 6679 78	MAR22NATURAL GAS	51.29	
03/22/2022	INVOICE	9767 8260 47	MAR22NATURAL GAS	49.92	
03/22/2022	INVOICE	4665 9615 35	MAR22NATURAL GAS	47.13	
03/22/2022	INVOICE	6007 1329 48	MAR22NATURAL GAS	3,522.92	
Total:				7,634.84	
Net of 21 Invoices / 0 Checks				7,634.84	
02485	BOYD JONES CONSTRUCTION CO				
03/22/2022	INVOICE	15	LIBRARY/CULTURAL ARTS FACILITY #16-026	817,021.88	
Total:				817,021.88	
Net of 1 Invoices / 0 Checks				817,021.88	
10767	CANINE TACTICAL OPERATIONS				
03/22/2022	INVOICE	SKIDDS/CATS	TUITION	950.00	
Total:				950.00	
Net of 1 Invoices / 0 Checks				950.00	
10604	CASEY'S MAIL SERVICE LLC				
03/22/2022	INVOICE	1824	FEBRUARY 2022 LIBRARY/MEDIA MAIL	447.42	
03/22/2022	INVOICE	1823	JANUARY 2022 LIBRARY/MEDIA MAIL	539.37	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	1790	DAILY MAIL & WATER STATEMENTS	4,700.84	
			Total:	5,687.63	
			Net of 3 Invoices / 0 Checks	5,687.63	
01209 03/22/2022	CENTER POINT LARGE PRINT INVOICE	1914632	MATERIALS	91.08	
			Total:	91.08	
			Net of 1 Invoices / 0 Checks	91.08	
03136 03/22/2022	CENTRAL COMMUNITY COLLEGE INVOICE	001865336	HEARTSAVER - SHELLIE RHOADS	71.00	
			Total:	71.00	
			Net of 1 Invoices / 0 Checks	71.00	
03138 03/22/2022	CENTRAL SAND & GRAVEL CO INVOICE	302533	FILL SAND	732.77	
			Total:	732.77	
			Net of 1 Invoices / 0 Checks	732.77	
01148 03/22/2022	CENTURY LINK INVOICE	402D330443 MAR 1	E911 PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
10642 03/22/2022	CHROME N' STEEL TRUCK & TRAILER LLC INVOICE	3777	7" MONITOR & CAMERA	330.00	
03/22/2022	INVOICE	3757	HUB CAP & GASKET	160.30	
03/22/2022	INVOICE	3511	RIBBED BELT, COMPRESSOR	459.66	
03/22/2022	INVOICE	3752	BRAKE SHOES	312.32	
			Total:	1,262.28	
			Net of 4 Invoices / 0 Checks	1,262.28	
00607 03/22/2022	CIVIL AIR PATROL MAGAZINE INVOICE	1514581	ADVERTISING	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00262 03/22/2022	CLUB PROPHET SYSTEMS INVOICE	402203013379	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542 03/22/2022	CNC REPAIR LLC INVOICE	5794	REPAIR SENDING UNIT - UNIT #37 VIN #7274	368.98	
03/22/2022	INVOICE	5711	VEHICLE MAINTENANCE VIN #8538	40.00	
03/22/2022	INVOICE	5718	REPLACE WATER OUTLET HOUSING & THERMASTAT V.	483.05	
03/22/2022	INVOICE	5736	VEHICLE MAINTENANCE VIN #8537	40.00	
03/22/2022	INVOICE	5749	TIRE REPAIR VIN #5404	17.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	5755	REMOVE & REPLACE THERMOSTAT, OIL CHANGE, AII	189.33	
03/22/2022	INVOICE	5787	VEHICLE MAINTENANCE VIN #5404	40.00	
03/22/2022	INVOICE	5803	OIL CHANGE, REPLACE CABIN AIR FILTER VIN #5.	98.08	
Total:				1,276.94	
Net of 8 Invoices / 0 Checks				1,276.94	
02630	COLUMBIA ELECTRIC MOTORS				
03/22/2022	INVOICE	4824	150 HP POWER CABLE, SIGNAL CABLE, EPOXY POT'	8,630.00	
Total:				8,630.00	
Net of 1 Invoices / 0 Checks				8,630.00	
03140	COLUMBUS AREA CHAMBER OF				
03/22/2022	INVOICE	3162022HR	COLUMBUS BUCKS- BRIAN HUNKE RETIREMENT/SERV:	380.00	
03/22/2022	INVOICE	3162022HR	COLUMBUS BUCKS-DON SKARKA SERVICE AWARD	90.00	
03/22/2022	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,180.00	
03/22/2022	INVOICE	37330	2022 WORKFORCE DEVELOPMENT/DRIVE FOR FIVE SI	2,500.00	
Total:				4,150.00	
Net of 4 Invoices / 0 Checks				4,150.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
03/22/2022	INVOICE	10002274	PHARMACY & MEDICAL SUPPLIES	2,618.87	
Total:				2,618.87	
Net of 1 Invoices / 0 Checks				2,618.87	
10768	COLUMBUS CREDIT SERVICES				
03/22/2022	INVOICE	ACCTY150 FEBR 22	FEBRUARY COLLECTION SERVICES	296.76	
Total:				296.76	
Net of 1 Invoices / 0 Checks				296.76	
00036	COLUMBUS CUSTOM EMBROIDERY				
03/22/2022	INVOICE	E39531	JACKET - HERNANDEZ	68.00	
03/22/2022	INVOICE	E39094	POLOS - STEINER	180.00	
03/22/2022	INVOICE	E39197	1/2 ZIP PULLOVER - RUPP	34.00	
Total:				282.00	
Net of 3 Invoices / 0 Checks				282.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
03/22/2022	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,967.12	
Total:				9,967.12	
Net of 1 Invoices / 0 Checks				9,967.12	
03139	COLUMBUS PLUMBING COMPANY				
03/22/2022	INVOICE	0005958	BLACK SEAT	32.00	
Total:				32.00	
Net of 1 Invoices / 0 Checks				32.00	
03144	COLUMBUS TELEGRAM				
03/22/2022	INVOICE	118-60003415	LEGAL NOTICES/EMPLOYMENT ADS	2,842.14	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	118-60106294	ADVERTISING	349.80	
			Total:	3,191.94	
			Net of 2 Invoices / 0 Checks	3,191.94	
03143 03/22/2022	COLUMBUS TIRE & SERVICE INVOICE	1-18487	TIRE REPAIR	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
01081 03/22/2022	CONSOLIDATED MANAGEMENT CO INVOICE	222126	MEALS - ZACHARY MC CLOUD	72.25	
03/22/2022	INVOICE	222176	MEALS - ZACHARY MC CLOUD	88.87	
			Total:	161.12	
			Net of 2 Invoices / 0 Checks	161.12	
03147 03/22/2022	CORNHUSKER PUBLIC POWER DIST INVOICE	415030001 MAR22	ELECTRICITY	93.94	
03/22/2022	INVOICE	415030005 MAR22	ELECTRICITY	39.95	
03/22/2022	INVOICE	415030006 MAR22	ELECTRICITY	183.95	
03/22/2022	INVOICE	415030007 MAR22	ELECTRICITY	254.70	
03/22/2022	INVOICE	415030008 MAR22	ELECTRICITY	106.19	
03/22/2022	INVOICE	415030009 MAR22	ELECTRICITY	155.65	
			Total:	834.38	
			Net of 6 Invoices / 0 Checks	834.38	
03149 03/22/2022	CULLIGAN OF COLUMBUS INVOICE	256643	POU COOLER 3/01 - 3/31	38.00	
03/22/2022	INVOICE	256667	POU COOLER 3/01 - 3/31	38.50	
03/22/2022	INVOICE	256675	REVERSE OSMOSIS 3/01 - 3/31	63.00	
			Total:	139.50	
			Net of 3 Invoices / 0 Checks	139.50	
00292 03/22/2022	CURRY BROTHERS MOTORSPORTS INC INVOICE	4327032	CONVERTER BELT	114.99	
03/22/2022	INVOICE	4327048	FUEL, AIR & OIL FILTERS, 10W40 ATV/UTV OIL	115.42	
			Total:	230.41	
			Net of 2 Invoices / 0 Checks	230.41	
03153 03/22/2022	DIAMOND VOGEL PAINT CENTER INVOICE	501502908	PAINT	22,460.20	
			Total:	22,460.20	
			Net of 1 Invoices / 0 Checks	22,460.20	
00623 03/22/2022	DOHMEN GARAGE DOOR INC INVOICE	5702	REMOVE & ORDER NEW BRAKE ASSEMBLY FOR DOOR	517.70	
			Total:	517.70	
			Net of 1 Invoices / 0 Checks	517.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00374	DUNBAR DOUGLAS				
03/22/2022	INVOICE	MONTHLY	MONTHLY CONTRACT	6,498.00	
03/22/2022	INVOICE	22822GOLF	MONTHLY COMMISSIONS	3,672.29	
03/22/2022	INVOICE	22822GOLF	CREDIT CARD FEES REIMBURSEMENT	1,343.17	
			Total:	11,513.46	
			Net of 3 Invoices / 0 Checks	11,513.46	
03158	EAKES OFFICE SOLUTIONS				
03/22/2022	INVOICE	8445886-0	PERMANENT MARKERS	35.39	
03/22/2022	INVOICE	8445885-0	MOISTENER BOTTLE	8.88	
03/22/2022	INVOICE	8445884-0	FINGER TIP	4.22	
03/22/2022	INVOICE	8443606-1	INK CARTRIDGE	15.06	
03/22/2022	INVOICE	8446875-0	LAMINATE 9X12	24.99	
03/22/2022	INVOICE	8450469-1	WATER BILLING -TAPE, PAPER ROLL	25.20	
03/22/2022	INVOICE	8450469-0	PAPER, RUBBERBANDS, ADHESIVE NOTES, THERMAL	159.31	
03/22/2022	INVOICE	8450468-0	FINGER MOISTENER, DUSTOFF	17.38	
03/22/2022	INVOICE	8450467-0	PROTECTOR SHEET, BLANK CERTIFICATES	18.19	
03/22/2022	INVOICE	8450466-0	REFILL, GEL PEN, URINAL BLOCK	23.80	
03/22/2022	INVOICE	8450222-0	ADHESIVE NOTES	25.27	
			Total:	357.69	
			Net of 11 Invoices / 0 Checks	357.69	
10665	ECKHARDT, BETSY				
03/22/2022	INVOICE	20722PARKS	ROAD RALLY SUPPLIES & PRIZE	209.85	
			Total:	209.85	
			Net of 1 Invoices / 0 Checks	209.85	
02580	ED M. FELD EQUIPMENT CO. INC.				
03/22/2022	INVOICE	0401056-IN	MASK SEAL KIT	160.00	
			Total:	160.00	
			Net of 1 Invoices / 0 Checks	160.00	
02762	EDISON LIGHTING SUPPLY &				
03/22/2022	INVOICE	42204	2 - 8' HIGH OUTPUT LED, 4 - 18 WATT UNIVERS:	268.28	
			Total:	268.28	
			Net of 1 Invoices / 0 Checks	268.28	
03160	EDUCATIONAL SERV UNIT #7				
03/22/2022	INVOICE	2282	ACTIVITIES SCHEDULE	162.13	
			Total:	162.13	
			Net of 1 Invoices / 0 Checks	162.13	
03161	ELECTRICAL ENGINEERING &				
03/22/2022	INVOICE	7410167-0	MVR1500/U/SPORTS	253.08	
03/22/2022	INVOICE	7403298-00	240' FISH TAPE	92.05	
			Total:	345.13	
			Net of 2 Invoices / 0 Checks	345.13	
00392	ELECTRONIC SYSTEMS INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	33187	FIRE ALARM INSPECTION	288.00	
			Total:	288.00	
			Net of 1 Invoices / 0 Checks	288.00	
00771 03/22/2022	ENVISIONWARE, INC INVOICE	INV-US-58045	ANNUAL MAINTENANCE/SUBSCRIPTION 3/1/22-5/31,	907.25	
			Total:	907.25	
			Net of 1 Invoices / 0 Checks	907.25	
03165 03/22/2022	FASTENAL COMPANY INVOICE	NECOL240674	2 1/8" & 2" BI-METAL HOLE SAW	39.00	
03/22/2022	INVOICE	NECOL240685	STEP DRILLS	243.49	
03/22/2022	INVOICE	NECOL240753	NEMESIS EYEWEAR, BLACK CABLE TIES, 100' 14G	157.89	
			Total:	440.38	
			Net of 3 Invoices / 0 Checks	440.38	
00242 03/22/2022	FIRST NATIONAL BANK OMAHA INVOICE	882142	APCO INTERNATIONAL	404.00	
03/22/2022	INVOICE	113-8028093-643463	AMAZON - LAPTOP BAG	31.44	
03/22/2022	INVOICE	022022-0642	CENTRAL SQUARE	799.00	
03/22/2022	INVOICE	26673425	POSITIVE PROMOTIONS	764.95	
03/22/2022	INVOICE	72249539612413	EXPEDIA/DELTA AIR	593.31	
03/22/2022	INVOICE	217968	NATIONAL REGISTRY OF EMT	32.00	
03/22/2022	INVOICE	200N6E4F	GAYLORD PALMS	273.66	
03/22/2022	INVOICE	8165	HOLSTER ACCESSORY MOUNT - J BLACK QM	48.40	
03/22/2022	INVOICE	2529223	JONES & BARTLET LEARNING	919.92	
03/22/2022	INVOICE	217929	NATIONAL REGISTRY OF EMT	32.00	
03/22/2022	INVOICE	209085	PARAMEDIC RECERTIFICATION - ADAM PITTS	32.00	
03/22/2022	INVOICE	D8467BKPZP396	SPECIALTEE SCREEN PRINTING	14.00	
03/22/2022	INVOICE	2162022LIBRARY	FAX PLUS	11.99	
03/22/2022	INVOICE	729953	COREL DRAW	392.40	
03/22/2022	INVOICE	22822LIBRARY	CONSTANT CONTACT	66.50	
03/22/2022	INVOICE	CILC22-23FJ4XBZ	COMPUTERS IN LIBRARIES 2022 CONNECT	727.00	
03/22/2022	INVOICE	022022-0555	ENGAGE 2022	799.00	
03/22/2022	INVOICE	356	GAYLORD HOTELS	273.66	
03/22/2022	INVOICE	72246245929032	EXPEDIA/DELTA AIR	528.96	
03/22/2022	INVOICE	30122AQU	AUTHORIZE NET FEES	30.00	
03/22/2022	INVOICE	30822POLICE	PSI SERVICES	175.00	
03/22/2022	INVOICE	2202081442-BDD4	MIDWEST STEEL & ALUMINUM	311.52	
03/22/2022	INVOICE	2656408007884735	NEBRASKA RURAL WATER ASSOCIATION REGISTRATI	1,185.00	
03/22/2022	INVOICE	30322BHM	BHM WORLD HERALD NEWSPAPER	19.99	
03/22/2022	INVOICE	717859	MAS MODERN MARKETING	203.95	
03/22/2022	INVOICE	000-2425-55	TRI-TECH FORENSICS INC	1,941.00	
03/22/2022	INVOICE	439951	PANERA BREAD	15.73	
03/22/2022	INVOICE	6426	CORNHUSKER SQUARE PARKING	11.25	
03/22/2022	INVOICE	22822COMM	SEASONED TIMES	15.00	
03/22/2022	INVOICE	49125807	EASY CANVAS	260.16	
03/22/2022	INVOICE	40220	REPSS INC - MASK ADAPTER KIT	305.10	
03/22/2022	INVOICE	465573	JONES & BARLET LEARNING	159.93	
03/22/2022	INVOICE	462045681208481	CONCORDIA UNIVERSITY - PLUM CREEK PICTURE B	60.00	
			Total:	11,437.82	
			Net of 33 Invoices / 0 Checks	11,437.82	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00169	FRONTIER				
03/22/2022	INVOICE	40256277850209002	NWP ALARM 3/01/22 TO 3/29/22	70.40	
03/22/2022	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/29/22	1,590.05	
03/22/2022	INVOICE	30818802060523942	E911 PHONE CHARGES 3/01/22 TO 3/29/22	218.42	
			Total:	1,878.87	
			Net of 3 Invoices / 0 Checks	1,878.87	
10766	FUN EXPRESS LLC				
03/22/2022	INVOICE	715108390-01	DIY KITS	391.93	
			Total:	391.93	
			Net of 1 Invoices / 0 Checks	391.93	
00459	GALE				
03/22/2022	INVOICE	77320899	BOOKS	50.98	
03/22/2022	INVOICE	77237493	MATERIALS	295.91	
03/22/2022	INVOICE	77393523	MATERIALS	311.08	
03/22/2022	INVOICE	77280559	MATERIALS	31.19	
03/22/2022	INVOICE	77344065	MATERIALS	23.99	
			Total:	713.15	
			Net of 5 Invoices / 0 Checks	713.15	
03172	GALLS LLC				
03/22/2022	INVOICE	020450480	WOMENS STRYKE PANTS - LEVANDER QM	155.35	
03/22/2022	INVOICE	020526147	CARGO PANTS	227.82	
03/22/2022	INVOICE	020563278	STINGER DS LED, 4 IN 1 PATROL JACKET	436.99	
03/22/2022	INVOICE	020563276	MENS TWILL CLASS A SHIRT	169.62	
			Total:	989.78	
			Net of 4 Invoices / 0 Checks	989.78	
03174	GEHRING CONSTRUCTION &				
03/22/2022	INVOICE	61053	6.00 CU YARD	750.00	
			Total:	750.00	
			Net of 1 Invoices / 0 Checks	750.00	
00303	GENE STEFFY FORD				
03/22/2022	INVOICE	183952	LUBE, OIL & FILTER	139.29	
03/22/2022	INVOICE	87380	CREDIT FOR CORE RETURN INVOICE #635645	(32.00)	
			Total:	107.29	
			Net of 2 Invoices / 0 Checks	107.29	
03178	GERHOLD CONCRETE COMPANY				
03/22/2022	INVOICE	303140	2455 E 13TH AVE & 3028 21ST ST	250.59	
			Total:	250.59	
			Net of 1 Invoices / 0 Checks	250.59	
10401	GOLFNOW				
03/22/2022	INVOICE	INV00055974	WEBSITE & EZENGAGE MARKETING 3/01/22 - 3/31,	180.26	
			Total:	180.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	180.26	
10566 03/22/2022	GR8 ADS LLC INVOICE	1242022GOLF	ADVERTISING	159.00	
			Total:	159.00	
			Net of 1 Invoices / 0 Checks	159.00	
02594 03/22/2022	GREAT PLAINS BUILDING SUPPLY INVOICE	356192	BOLTS, NUTS, WASHERS, LOCK WASHERS	82.57	
03/22/2022	INVOICE	356075	50 2X6-16 ACQ TREATED	1,884.00	
03/22/2022	INVOICE	356121	2 - 4X4-10 ACQ TREATED	55.42	
			Total:	2,021.99	
			Net of 3 Invoices / 0 Checks	2,021.99	
02075 03/22/2022	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE 03/01 - 03/31	239.95	
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
10494 03/22/2022	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02904 03/22/2022	GUNSLINGERS LLC INVOICE	15209	ROMEO 5 1X20 MOA RED DOT - CIBORON QM	140.00	
03/22/2022	INVOICE	15401	SB TACT AR PSTL BRACE - CIBORON QM	130.00	
03/22/2022	INVOICE	15389	MAGPUL MS4 QD SLING, AMMUNITION - HEESACKER	475.00	
			Total:	745.00	
			Net of 3 Invoices / 0 Checks	745.00	
03183 03/22/2022	HADLEY-BRAITHWAIT COMPANY INVOICE	224375	CASE - PULL TOWELS, JUMBO TP	105.90	
			Total:	105.90	
			Net of 1 Invoices / 0 Checks	105.90	
00272 03/22/2022	HAWKINS INC INVOICE	6138705	CHEMICALS	4,644.56	
			Total:	4,644.56	
			Net of 1 Invoices / 0 Checks	4,644.56	
03185 03/22/2022	HDR ENGINEERING INC INVOICE	1200413428	R21-130 - LOST CREEK PARKWAY SEWER PROJECT	29,054.76	
			Total:	29,054.76	
			Net of 1 Invoices / 0 Checks	29,054.76	
01424 03/22/2022	HEARTLAND NATURAL GAS LLC INVOICE	100033	NATURAL GAS	3,776.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	100024	NATURAL GAS	233.73	
03/22/2022	INVOICE	100030	NATURAL GAS	119.45	
03/22/2022	INVOICE	100026	NATURAL GAS	627.45	
03/22/2022	INVOICE	100027	NATURAL GAS	1,144.29	
03/22/2022	INVOICE	100034	NATURAL GAS	3,466.07	
03/22/2022	INVOICE	100025	NATURAL GAS	2,934.01	
03/22/2022	INVOICE	100032	NATURAL GAS	277.16	
03/22/2022	INVOICE	100031	NATURAL GAS	314.80	
03/22/2022	INVOICE	100037	NATURAL GAS	196.86	
03/22/2022	INVOICE	100039	NATURAL GAS	1,743.55	
03/22/2022	INVOICE	100038	NATURAL GAS	2,369.64	
03/22/2022	INVOICE	100028	NATURAL GAS	151.30	
Total:				17,354.91	
Net of 13 Invoices / 0 Checks				17,354.91	
01724	HOBBY LOBBY				
03/22/2022	INVOICE	109846976	BULLETIN BOARD	69.99	
03/22/2022	INVOICE	109951043	WII TRAVEL CASE	12.99	
03/22/2022	INVOICE	109951132	CRAFT & ART SUPPLIES	33.96	
03/22/2022	INVOICE	110152095	CARDS & PARTY SUPPLIES	19.14	
Total:				136.08	
Net of 4 Invoices / 0 Checks				136.08	
00403	HOWERTER MD MARK S				
03/22/2022	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
Total:				616.00	
Net of 1 Invoices / 0 Checks				616.00	
03192	HY-VEE INC				
03/22/2022	INVOICE	4839098538	GROCERIES	43.26	
03/22/2022	INVOICE	4839110321	SWEET HARVEST POPCORN	11.77	
03/22/2022	INVOICE	4839696698	MEALS FOR CIVIL SERVICE FIRE INTERVIEWS	63.00	
Total:				118.03	
Net of 3 Invoices / 0 Checks				118.03	
03194	INGRAM LIBRARY SERVICES, INC				
03/22/2022	INVOICE	58239310	MATERIALS	540.67	
03/22/2022	INVOICE	58288839	RETURN - DAMAGED	(25.11)	
03/22/2022	INVOICE	58239309	MATERIALS	124.25	
03/22/2022	INVOICE	58250340	RETURN - TITLE CODE ERROR	(3.68)	
03/22/2022	INVOICE	58158235	MATERIALS	177.19	
03/22/2022	INVOICE	58082100	RETURN	(5.26)	
03/22/2022	INVOICE	57950372	MATERIALS	267.37	
03/22/2022	INVOICE	57987491	MATERIALS	84.25	
03/22/2022	INVOICE	58087369	MATERIALS	214.59	
03/22/2022	INVOICE	58087370	MATERIALS	619.74	
Total:				1,994.01	
Net of 10 Invoices / 0 Checks				1,994.01	
01375	INTERNATIONAL CODE COUNCIL INC				
03/22/2022	INVOICE	1001468744	2018 IBC HANDBOOK	139.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	139.00	
			Net of 1 Invoices / 0 Checks	139.00	
02609 03/22/2022	ISLAND SUPPLY WELDING CO. INVOICE	263153	OXYGEN & ACETYLENE	125.80	
			Total:	125.80	
			Net of 1 Invoices / 0 Checks	125.80	
03198 03/22/2022	JACK'S UNIFORMS & EQUIP INVOICE	100365A	5.11 MENS STRYKE PANTS - ALEXANDER QM	176.89	
			Total:	176.89	
			Net of 1 Invoices / 0 Checks	176.89	
03199 03/22/2022	JACKSON SERVICES INC INVOICE	4753787	MATS, MOPS, POLISH TOWEL, WINDSHEILD WIPE, :	127.45	
03/22/2022	INVOICE	4752919	UNIFORMS	85.15	
03/22/2022	INVOICE	4752072	UNIFORMS	132.07	
03/22/2022	INVOICE	4752071	MAT, ROLLER TOWELS, SHOP TOWELS	38.15	
03/22/2022	INVOICE	4752080	UNIFORMS	93.37	
03/22/2022	INVOICE	4752073	MATS	13.00	
03/22/2022	INVOICE	4752081	MAT	2.92	
03/22/2022	INVOICE	4750296	MAT	21.09	
03/22/2022	INVOICE	4751167	MAT, UNIFORMS	105.08	
03/22/2022	INVOICE	4750294	UNIFORM	62.50	
03/22/2022	INVOICE	4747021	UNIFORMS	297.63	
03/22/2022	INVOICE	4752070	UNIFORMS	297.63	
03/22/2022	INVOICE	4747022	MOPS & MATS	40.06	
03/22/2022	INVOICE	4747032	MATS, ROLLER TOWELS, UNIFORMS	120.05	
03/22/2022	INVOICE	4747024	MOP, MAT	7.63	
03/22/2022	INVOICE	4747033	UNIFORMS	93.37	
03/22/2022	INVOICE	4747034	MAT, BAR TOWELS, SHOP TOWELS	22.07	
03/22/2022	INVOICE	4743699	MATS	59.59	
03/22/2022	INVOICE	4743681	MOP, UNIFORMS	100.98	
03/22/2022	INVOICE	4742820	MATS, MOPSPOLISH TOWEL, WINDSHIELD WIPE, SH	127.45	
03/22/2022	INVOICE	4745380	MATS	39.29	
			Total:	1,886.53	
			Net of 21 Invoices / 0 Checks	1,886.53	
03202 03/22/2022	KELLY SUPPLY COMPANY INVOICE	S12271326-0	PVC COUP, CAP & CELL CORE PIPE	301.00	
			Total:	301.00	
			Net of 1 Invoices / 0 Checks	301.00	
00219 03/22/2022	KLINE JANELLE INVOICE	30222CLERK	MILEAGE LNM MIDWINTER CONFERENCE	91.84	
			Total:	91.84	
			Net of 1 Invoices / 0 Checks	91.84	
03206 03/22/2022	KOCH EXCAVATING CO INC INVOICE	28859	11.71 TONS TOP DIRT	175.65	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	175.65	
			Net of 1 Invoices / 0 Checks	175.65	
02236 03/22/2022	LANGUAGE LINE SERVICES INC INVOICE	10460283	OVER THE PHONE INTERPRETATION	35.05	
			Total:	35.05	
			Net of 1 Invoices / 0 Checks	35.05	
01183 03/22/2022	LARM (LEAGUE ASSOCIATION OF INVOICE	104608	INSURANCE TRANSIT BUS	356.75	
			Total:	356.75	
			Net of 1 Invoices / 0 Checks	356.75	
02596 03/22/2022	LAWSON PRODUCTS INVOICE	9309339765	MECHANICS DRILL BIT SET, 40 & 60 GRIT SEE D.	145.73	
			Total:	145.73	
			Net of 1 Invoices / 0 Checks	145.73	
00822 03/22/2022	LINCOLN WINWATER WORKS INVOICE	08273702	REPAIR CLAMP	1,081.20	
			Total:	1,081.20	
			Net of 1 Invoices / 0 Checks	1,081.20	
10229 03/22/2022	LINGO INVOICE	1191763858	E911 PHONE SERVICE	51.67	
			Total:	51.67	
			Net of 1 Invoices / 0 Checks	51.67	
00013 03/22/2022	LOGAN CONTRACTORS SUPPLY INC INVOICE	A39364	4 PALLETS/LOT #D1845	8,945.00	
03/22/2022	INVOICE	A38399	PACKING GLAND	100.94	
03/22/2022	INVOICE	A39057	ALT BELT	62.30	
			Total:	9,108.24	
			Net of 3 Invoices / 0 Checks	9,108.24	
00332 03/22/2022	LOHR JOHN F INVOICE	30822CLERK	LEAGUE CONFERENCE LINCOLN - MILEAGE & PARKII	101.92	
			Total:	101.92	
			Net of 1 Invoices / 0 Checks	101.92	
03214 03/22/2022	LOUP POWER DISTRICT INVOICE	169132 MAR22	ELECTRICITY	40.88	
03/22/2022	INVOICE	169131 MAR22	ELECTRICITY	4.15	
03/22/2022	INVOICE	169130 MAR22	ELECTRICITY	36.00	
03/22/2022	INVOICE	169127 MAR22	ELECTRICITY	36.00	
03/22/2022	INVOICE	169003 MAR22	ELECTRICITY	27.06	
03/22/2022	INVOICE	169004 MAR22	ELECTRICITY	1,071.36	
03/22/2022	INVOICE	169005 MAR22	ELECTRICITY	156.31	
03/22/2022	INVOICE	169008 MAR22	ELECTRICITY	27.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	169009 MAR22	ELECTRICITY	27.74	
03/22/2022	INVOICE	169011 MAR22	ELECTRICITY	61.53	
03/22/2022	INVOICE	169016 MAR22	ELECTRICITY	48.54	
03/22/2022	INVOICE	169017 MAR22	ELECTRICITY	25.00	
03/22/2022	INVOICE	169018 MAR22	ELECTRICITY	10.13	
03/22/2022	INVOICE	169019 MAR22	ELECTRICITY	46.39	
03/22/2022	INVOICE	169020 MAR22	ELECTRICITY	12.91	
03/22/2022	INVOICE	169022 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	169023 MAR22	ELECTRICITY	229.25	
03/22/2022	INVOICE	169024 MA22	ELECTRICITY	54.03	
03/22/2022	INVOICE	169026 MAR22	ELECTRICITY	95.56	
03/22/2022	INVOICE	169027 MAR22	ELECTRICITY	12.91	
03/22/2022	INVOICE	169028 MAR22	ELECTRICITY	357.62	
03/22/2022	INVOICE	169029 MAR22	ELECTRICITY	499.17	
03/22/2022	INVOICE	169030 MAR22	ELECTRICITY	160.94	
03/22/2022	INVOICE	169031 MAR22	ELECTRICITY	47.86	
03/22/2022	INVOICE	169033 MAR22	ELECTRICITY	36.26	
03/22/2022	INVOICE	169034 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	169035 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	169036 MAR22	ELECTRICITY	158.50	
03/22/2022	INVOICE	169038 MAR22	ELECTRICITY	4,316.43	
03/22/2022	INVOICE	169039 MAR22	ELECTRICITY	36.56	
03/22/2022	INVOICE	169041 MAR22	ELECTRICITY	37.15	
03/22/2022	INVOICE	169042 MAR22	ELECTRICITY	230.92	
03/22/2022	INVOICE	169043 MAR22	ELECTRICITY	40.48	
03/22/2022	INVOICE	169044 MAR22	ELECTRICITY	39.99	
03/22/2022	INVOICE	169045 MAR22	ELECTRICITY	39.60	
03/22/2022	INVOICE	169046 MAR22	ELECTRICITY	65.99	
03/22/2022	INVOICE	169047 MAR22	ELECTRICITY	25.20	
03/22/2022	INVOICE	169048 MAR22	ELECTRICITY	33.53	
03/22/2022	INVOICE	169050 MAR22	ELECTRICITY	125.80	
03/22/2022	INVOICE	169051 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	169053 MAR22	ELECTRICITY	39.28	
03/22/2022	INVOICE	169055 MAR22	ELECTRICITY	26.18	
03/22/2022	INVOICE	169056 MAR22	ELECTRICITY	40.29	
03/22/2022	INVOICE	169057 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	169058 MAR22	ELECTRICITY	40.88	
03/22/2022	INVOICE	169060 MAR22	ELECTRICITY	27.84	
03/22/2022	INVOICE	169061 MAR22	ELECTRICITY	31.17	
03/22/2022	INVOICE	169062 MAR22	ELECTRICITY	159.40	
03/22/2022	INVOICE	169064 MAR22	ELECTRICITY	35.19	
03/22/2022	INVOICE	169065 MAR22	ELECTRICITY	1,031.04	
03/22/2022	INVOICE	169066 MAR22	ELECTRICITY	46.46	
03/22/2022	INVOICE	169067 MAR22	ELECTRICITY	2,141.33	
03/22/2022	INVOICE	169068 MAR22	ELECTRICITY	2,833.92	
03/22/2022	INVOICE	169069 MAR22	ELECTRICITY	36.00	
03/22/2022	INVOICE	169072 MAR22	ELECTRICITY	250.00	
03/22/2022	INVOICE	169073 MAR22	ELECTRICITY	37.45	
03/22/2022	INVOICE	169074 MAR22	ELECTRICITY	29.90	
03/22/2022	INVOICE	169077 MAR22	ELECTRICITY	25.59	
03/22/2022	INVOICE	169080 MAR22	ELECTRICITY	129.49	
03/22/2022	INVOICE	169081 MAR22	ELECTRICITY	38.13	
03/22/2022	INVOICE	169082 MAR22	ELECTRICITY	101.46	
03/22/2022	INVOICE	169083 MAR22	ELECTRICITY	525.03	
03/22/2022	INVOICE	169084 MAR22	ELECTRICITY	1,013.61	
03/22/2022	INVOICE	169085 MAR22	ELECTRICITY	1,152.17	
03/22/2022	INVOICE	169086 MAR22	ELECTRICITY	539.62	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	169087 MAR22	ELECTRICITY	163.70	
03/22/2022	INVOICE	169089 MAR22	ELECTRICITY	35.00	
03/22/2022	INVOICE	169090 MAR22	ELECTRICITY	38.03	
03/22/2022	INVOICE	169091 MAR22	ELECTRICITY	150.46	
03/22/2022	INVOICE	169092 MAR22	ELECTRICITY	54.82	
03/22/2022	INVOICE	169093 MAR22	ELECTRICITY	65.97	
03/22/2022	INVOICE	169094 MAR22	ELECTRICITY	55.04	
03/22/2022	INVOICE	169096 MAR22	ELECTRICITY	462.91	
03/22/2022	INVOICE	169097 MAR22	ELECTRICITY	28.82	
03/22/2022	INVOICE	169098 MAR22	ELECTRICITY	35.13	
03/22/2022	INVOICE	169099 MAR22	ELECTRICITY	25.29	
03/22/2022	INVOICE	169107 MAR22	ELECTRICITY	91.09	
03/22/2022	INVOICE	169112 MAR22	ELECTRICITY	89.58	
03/22/2022	INVOICE	169116 MAR22	ELECTRICITY	73.64	
03/22/2022	INVOICE	169118 MAR22	ELECTRICITY	41.66	
03/22/2022	INVOICE	169120 MAR22	ELECTRICITY	2,666.88	
03/22/2022	INVOICE	169121 MAR22	ELECTRICITY	3,931.20	
03/22/2022	INVOICE	169122 MAR22	ELECTRICITY	1,378.08	
03/22/2022	INVOICE	169123 MAR22	ELECTRICITY	51.07	
03/22/2022	INVOICE	169124 MAR22	ELECTRICITY	68.51	
03/22/2022	INVOICE	169125 MAR22	ELECTRICITY	43.55	
03/22/2022	INVOICE	169126 MAR22	ELECTRICITY	93.89	
03/22/2022	INVOICE	400001 MAR22	ELECTRICITY	619.40	
03/22/2022	INVOICE	400002 MAR22	ELECTRICITY	485.81	
03/22/2022	INVOICE	400003 MAR22	ELECTRICITY	186.90	
03/22/2022	INVOICE	400004 MAR22	ELECTRICITY	38.52	
03/22/2022	INVOICE	400005 MAR22	ELECTRICITY	27.35	
03/22/2022	INVOICE	400006 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	400008 MAR22	ELECTRICITY	25.59	
03/22/2022	INVOICE	400009 MAR22	ELECTRICITY	46.95	
03/22/2022	INVOICE	400010 MAR22	ELECTRICITY	32.64	
03/22/2022	INVOICE	400011 MAR22	ELECTRICITY	28.53	
03/22/2022	INVOICE	400012 MAR22	ELECTRICITY	34.70	
03/22/2022	INVOICE	400013 MAR22	ELECTRICITY	40.88	
03/22/2022	INVOICE	400015 MAR22	ELECTRICITY	409.01	
03/22/2022	INVOICE	400016 MAR22	ELECTRICITY	56.87	
03/22/2022	INVOICE	400017 MAR22	ELECTRICITY	42.44	
03/22/2022	INVOICE	400018 MAR22	ELECTRICITY	41.27	
03/22/2022	INVOICE	400019 MAR22	ELECTRICITY	30.98	
03/22/2022	INVOICE	400020 MAR22	ELECTRICITY	771.84	
03/22/2022	INVOICE	400023 MAR22	ELECTRICITY	50.90	
03/22/2022	INVOICE	400024 MAR22	ELECTRICITY	36.37	
03/22/2022	INVOICE	400025 MAR22	ELECTRICITY	90.07	
03/22/2022	INVOICE	400026 MAR22	ELECTRICITY	25.59	
03/22/2022	INVOICE	400028 MAR22	ELECTRICITY	364.58	
03/22/2022	INVOICE	400029 MAR22	ELECTRICITY	79.02	
03/22/2022	INVOICE	400030 MAR22	ELECTRICITY	28.53	
03/22/2022	INVOICE	400031 MAR22	ELECTRICITY	118.48	
03/22/2022	INVOICE	400032 MAR22	ELECTRICITY	105.63	
03/22/2022	INVOICE	400033 MAR22	ELECTRICITY	113.76	
03/22/2022	INVOICE	400034 MAR22	ELECTRICITY	25.39	
03/22/2022	INVOICE	400036 MAR22	ELECTRICITY	362.40	
03/22/2022	INVOICE	400037 MAR22	ELECTRICITY	44.60	
03/22/2022	INVOICE	400039 MAR22	ELECTRICITY	86.99	
03/22/2022	INVOICE	400040 MAR22	ELECTRICITY	28,018.40	
03/22/2022	INVOICE	400041 MAR22	ELECTRICITY	38.52	
03/22/2022	INVOICE	400042 MAR22	ELECTRICITY	33.62	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	400044 MAR22	ELECTRICITY	39.26	
03/22/2022	INVOICE	400046 MAR22	ELECTRICITY	26.38	
03/22/2022	INVOICE	400047 MAR22	ELECTRICITY	1,232.38	
03/22/2022	INVOICE	400048 MAR22	ELECTRICITY	36.00	
03/22/2022	INVOICE	400049 MAR22	ELECTRICITY	36.39	
03/22/2022	INVOICE	400051 MAR22	ELECTRICITY	25.00	
03/22/2022	INVOICE	400052 MAR22	ELECTRICITY	32.84	
03/22/2022	INVOICE	400054 MAR22	ELECTRICITY	25.00	
03/22/2022	INVOICE	400055 MAR22	ELECTRICITY	25.00	
03/22/2022	INVOICE	400057 MAR22	ELECTRICITY	37.96	
03/22/2022	INVOICE	400058 MAR22	ELECTRICITY	394.56	
03/22/2022	INVOICE	400059 MAR22	ELECTRICITY	218.05	
03/22/2022	INVOICE	400060 MAR22	ELECTRICITY	8,472.10	
03/22/2022	INVOICE	400061 MAR22	ELECTRICITY	290.38	
03/22/2022	INVOICE	400062 MAR22	ELECTRICITY	33.53	
03/22/2022	INVOICE	400063 MAR22	ELECTRICITY	40.19	
03/22/2022	INVOICE	400065 MAR22	ELECTRICITY	3,267.31	
03/22/2022	INVOICE	400068 MAR22	ELECTRICITY	59.30	
03/22/2022	INVOICE	400069 MAR22	ELECTRICITY	36.47	
03/22/2022	INVOICE	400070 MAR22	ELECTRICITY	1,418.35	
03/22/2022	INVOICE	400071 MAR22	ELECTRICITY	36.96	
03/22/2022	INVOICE	400072 MAR22	ELECTRICITY	35.19	
03/22/2022	INVOICE	400073 MAR22	ELECTRICITY	32.45	
03/22/2022	INVOICE	400075 MAR22	ELECTRICITY	37.94	
03/22/2022	INVOICE	400076 MAR22	ELECTRICITY	31.27	
03/22/2022	INVOICE	400077 MAR22	ELECTRICITY	30.59	
03/22/2022	INVOICE	400078 MAR22	ELECTRICITY	25.00	
03/22/2022	INVOICE	400079 MAR22	ELECTRICITY	197.98	
03/22/2022	INVOICE	400081 MAR22	ELECTRICITY	150.46	
03/22/2022	INVOICE	400083 MAR22	ELECTRICITY	72.24	
03/22/2022	INVOICE	400084 MAR22	ELECTRICITY	118.85	
03/22/2022	INVOICE	400085 MAR22	ELECTRICITY	30.78	
03/22/2022	INVOICE	400088 MAR22	ELECTRICITY	29.15	
03/22/2022	INVOICE	400089 MAR22	ELECTRICITY	829.44	
03/22/2022	INVOICE	400091 MAR22	ELECTRICITY	190.37	
03/22/2022	INVOICE	400092 MAR22	ELECTRICITY	29.21	
03/22/2022	INVOICE	400093 MAR22	ELECTRICITY	38.72	
03/22/2022	INVOICE	400094 MAR22	ELECTRICITY	132.08	
03/22/2022	INVOICE	400095 MAR22	ELECTRICITY	132.45	
03/22/2022	INVOICE	400096 MAR22	ELECTRICITY	1,235.52	
03/22/2022	INVOICE	400097 MAR22	ELECTRICITY	335.34	
Total:				80,444.16	
Net of 163 Invoices / 0 Checks				80,444.16	
01291	LUCITY INC / TRITECH SOFTWARE SYS				
03/22/2022	INVOICE	348347	MAPPING/AVL LICENSING SOFTWARE	86,876.33	
Total:				86,876.33	
Net of 1 Invoices / 0 Checks				86,876.33	
02806	MACQUEEN EQUIPMENT				
03/22/2022	INVOICE	P08764	BROOM STRIP	1,048.84	
Total:				1,048.84	
Net of 1 Invoices / 0 Checks				1,048.84	



Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	0756033-IN	WEED KILLER, BOWL CLEANER, RING B GONE	1,000.50	
			Total:	1,000.50	
			Net of 1 Invoices / 0 Checks	1,000.50	
10773 03/22/2022	MIDSTATES DATA TRANSPORT LLC INVOICE	1213	DUCT PURCHASE	114,047.22	
			Total:	114,047.22	
			Net of 1 Invoices / 0 Checks	114,047.22	
03224 03/22/2022	MIDWEST LABORATORIES INC INVOICE	1076340	LAB TESTS	711.75	
			Total:	711.75	
			Net of 1 Invoices / 0 Checks	711.75	
00487 03/22/2022	MIDWEST TAPE LLC INVOICE	501800891	HOOPLA CONTENT CREDIT (PAY PER USE TITLES)	3,000.00	
			Total:	3,000.00	
			Net of 1 Invoices / 0 Checks	3,000.00	
00463 03/22/2022	MIKE'S TOWING INVOICE	12303	TOWING	150.00	
03/22/2022	INVOICE	12298	TOWING	150.00	
03/22/2022	INVOICE	12389	TOWING & ACCIDENT CLEAN UP	325.00	
			Total:	625.00	
			Net of 3 Invoices / 0 Checks	625.00	
00263 03/22/2022	MTM RECOGNITION INVOICE	6094669	RECOGNITION GIFTS	594.24	
			Total:	594.24	
			Net of 1 Invoices / 0 Checks	594.24	
00153 03/22/2022	MUELLER SPRINKLERS INVOICE	30039	BLADE DRIVE BELT, MULE BELT	242.59	
			Total:	242.59	
			Net of 1 Invoices / 0 Checks	242.59	
10709 03/22/2022	NDEE INVOICE	1856	PP OUTDOOR LAP POOL PERMIT 1856	40.00	
03/22/2022	INVOICE	1310	PP ZERO DEPTH OUTDOOR POOL PERMIT #1310	40.00	
03/22/2022	INVOICE	1845	PP OUTDOOR FLOW RIDER POOL PERMIT #1845	40.00	
03/22/2022	INVOICE	89	COLUMBUS AQUATIC CENTER INDOOR POOL PERMIT :	40.00	
			Total:	160.00	
			Net of 4 Invoices / 0 Checks	160.00	
00239 03/22/2022	NEBRASKA HARVESTORE SYSTEMS INVOICE	11811	BOOM ASSEMBLY	1,428.35	
			Total:	1,428.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	1,428.35	
03233 03/22/2022	NEBRASKA LAW ENFORCEMENT INVOICE	10695	ZACHARY MCCLOUD CERTIFICATION FEE	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
00020 03/22/2022	NEBRASKA MUNICIPAL FIRE CHIEFS INVOICE	30922FIRE	MEMBERSHIP DUES, NFPA DUES	501.00	
			Total:	501.00	
			Net of 1 Invoices / 0 Checks	501.00	
00315 03/22/2022	NEBRASKA STATE VOLUNTEER INVOICE	4247	NEW MEMBER - NATHAN JONES	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
03246 03/22/2022	NORTHEAST NEBRASKA ECONOMIC INVOICE	19-DTR-101 DD26	CDBG 19-DTR-101 DD26	13,342.26	
03/22/2022	INVOICE	20TFHP17006/ MBAKI	DHA - CHRISTOPHER MBAKI LOAN #101720	30,005.00	
03/22/2022	INVOICE	23210	20-TFHP-17006 JANUARY 2022 ADMIN SERVICES	90.00	
03/22/2022	INVOICE	23224	20-TFHP-17006 JANUARY 2022 HO ADMIN	1,890.00	
			Total:	45,327.26	
			Net of 4 Invoices / 0 Checks	45,327.26	
03245 03/22/2022	NORTHEAST NEBRASKA SOLID INVOICE	2282022TRANSFER	LANDFILL CHARGES	45,025.53	
			Total:	45,025.53	
			Net of 1 Invoices / 0 Checks	45,025.53	
03249 03/22/2022	OCCUPATIONAL HEALTH SERV INVOICE	74097	DRUG SCREEN	62.00	
03/22/2022	INVOICE	74099	DRUG SCREENS	186.00	
03/22/2022	INVOICE	74098	PRE EMPLOYMENT BLUNCK	624.00	
			Total:	872.00	
			Net of 3 Invoices / 0 Checks	872.00	
00874 03/22/2022	OCLC, INC INVOICE	1000200187	CATALOGING & METADATA SUBSCRIPTION	893.31	
			Total:	893.31	
			Net of 1 Invoices / 0 Checks	893.31	
02852 03/22/2022	OLSON'S PEST TECHNICIANS INVOICE	238357	FEBRUARY SERVICE	50.00	
03/22/2022	INVOICE	238359	FEBRUARY SERVICE	85.00	
03/22/2022	INVOICE	238360	FEBRUARY SERVICE	52.00	
03/22/2022	INVOICE	239999	FEBRUARY SERVICE	70.00	
03/22/2022	INVOICE	239998	FEBRUARY SERVICE	57.50	
03/22/2022	INVOICE	238358	FEBRUARY SERVICE	50.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	238361	FEBRUARY SERVICE	50.00	
03/22/2022	INVOICE	236873	JANUARY SERVICE	57.50	
03/22/2022	INVOICE	236874	JANUARY SERVICE	70.00	
03/22/2022	INVOICE	235195	JANUARY SERVICE	50.00	
03/22/2022	INVOICE	235196	JANUARY SERVICE	50.00	
03/22/2022	INVOICE	235197	JANUARY SERVICE	85.00	
03/22/2022	INVOICE	235198	JANUARY SERVICE	52.00	
03/22/2022	INVOICE	235199	JANUARY SERVICE	50.00	
Total:				829.00	
Net of 14 Invoices / 0 Checks				829.00	
01451	ONE CALL CONCEPTS INC				
03/22/2022	INVOICE	2020130	LOCATE FEES	339.40	
Total:				339.40	
Net of 1 Invoices / 0 Checks				339.40	
01307	ONE SOURCE				
03/22/2022	INVOICE	1639-20220228	BACKGROUND CHECKS	327.00	
Total:				327.00	
Net of 1 Invoices / 0 Checks				327.00	
00176	O'REILLY AUTOMOTIVE INC				
03/22/2022	INVOICE	0681-153566	OIL FILTER	5.09	
03/22/2022	INVOICE	0681-152471	MOLY GREASE	89.80	
03/22/2022	INVOICE	0681-152066	ATTACH TAPE	5.68	
Total:				100.57	
Net of 3 Invoices / 0 Checks				100.57	
03010	PACE ANALYTICAL SERVICES LLC				
03/22/2022	INVOICE	2260153061	WATER TESTING	914.00	
Total:				914.00	
Net of 1 Invoices / 0 Checks				914.00	
10411	PAPER TIGER SHREDDING				
03/22/2022	INVOICE	158682	PURGE SERVICE	402.00	
03/22/2022	INVOICE	158656	64 GALLON CONTAINER & PURGE SERVICE	134.39	
Total:				536.39	
Net of 2 Invoices / 0 Checks				536.39	
10577	PARK PLAZA				
03/22/2022	INVOICE	19DTR101	GRANT 19-DTR-101 FUNDS - DD26	5,492.53	
Total:				5,492.53	
Net of 1 Invoices / 0 Checks				5,492.53	
00345	PETE LIEN & SONS INC.				
03/22/2022	INVOICE	22POS/010941	QUICKLIME	6,231.13	
Total:				6,231.13	
Net of 1 Invoices / 0 Checks				6,231.13	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03258 03/22/2022	PETTY CASH INVOICE	30922POLICE	PETTY CASH	36.70	
			Total:	36.70	
			Net of 1 Invoices / 0 Checks	36.70	
00155 03/22/2022	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,140.59	
			Total:	3,140.59	
			Net of 1 Invoices / 0 Checks	3,140.59	
00758 03/22/2022	PLATTE COUNTY INVOICE	REGISTER OF 30922CLERK	RESOLUTION #R22-20	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
00852 03/22/2022	POLLARD WATER #3326 INVOICE	0209654	TRUCK FLUSHER DIFF W/HOSE	3,315.00	
			Total:	3,315.00	
			Net of 1 Invoices / 0 Checks	3,315.00	
00575 03/22/2022	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	16694140	HOOD POSITIONER CYLINDER	136.23	
03/22/2022	INVOICE	16700193	RH GLASS	241.34	
			Total:	377.57	
			Net of 2 Invoices / 0 Checks	377.57	
10294 03/22/2022	QUICK MED CLAIMS INVOICE	INV19961	FEBRUARY SERVICES	2,713.26	
			Total:	2,713.26	
			Net of 1 Invoices / 0 Checks	2,713.26	
03263 03/22/2022	QUILL CORPORATION INVOICE	23436997	QUILL THERMAL ROLL	29.84	
			Total:	29.84	
			Net of 1 Invoices / 0 Checks	29.84	
03264 03/22/2022	REARDON LAWN & GARDEN INC INVOICE	3442698	INSTALL CARB KIT	233.98	
			Total:	233.98	
			Net of 1 Invoices / 0 Checks	233.98	
00161 03/22/2022	REMBOLT LUDTKE LLP INVOICE	163	LABOR & EMPLOYMENT ISSUES	262.50	
			Total:	262.50	
			Net of 1 Invoices / 0 Checks	262.50	
01596	RVW INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	07300	722459 NECOL - SOUTH FIBER RING & COMMUNITY	5,165.27	
			Total:	5,165.27	
			Net of 1 Invoices / 0 Checks	5,165.27	
10705 03/22/2022	SALON.CEK INVOICE	19DTR101-DD26	19-DTR-101 FUNDS-REIMB 50% MIDWEST GLASS	5,650.00	
			Total:	5,650.00	
			Net of 1 Invoices / 0 Checks	5,650.00	
03268 03/22/2022	SAPP BROS PETROLEUM INC INVOICE	IN3745434	1X15FT FARM TANK HOSE	73.00	
03/22/2022	INVOICE	IN3749101	FUEL	9,584.00	
03/22/2022	INVOICE	IN3750573	FUEL	5,580.78	
03/22/2022	INVOICE	IN3750574	FUEL	1,501.76	
03/22/2022	INVOICE	IN3751620	FUEL	2,135.00	
03/22/2022	INVOICE	IN3751633	FUEL	8,240.00	
03/22/2022	INVOICE	IN3752112	AMERIGUARD 15W-40	566.20	
03/22/2022	INVOICE	IN3750575	FUEL	1,428.68	
			Total:	29,109.42	
			Net of 8 Invoices / 0 Checks	29,109.42	
10569 03/22/2022	SAYLER SCREENPRINTING INVOICE	10856	LETC UNIFORMS - BENJAMIN	73.50	
03/22/2022	INVOICE	10857	LETC UNIFORMS - RYAN AUTEN	73.50	
			Total:	147.00	
			Net of 2 Invoices / 0 Checks	147.00	
03271 03/22/2022	SCHIEFFER SIGNS INC INVOICE	42948	6"X12" METAL PLAQUE (LARRY KUND)	170.00	
			Total:	170.00	
			Net of 1 Invoices / 0 Checks	170.00	
01599 03/22/2022	SCHILLING RON INVOICE	3022022SCHILLING	MILEAGE & PARKING - MIDWINTER CONFERENCE	116.69	
			Total:	116.69	
			Net of 1 Invoices / 0 Checks	116.69	
10381 03/22/2022	SCHREIBER, TARA INVOICE	101SGTJL	SEW SERGEANT PATCHES - LEVANDER QM	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
03275 03/22/2022	SECURITY EQUIPMENT INC INVOICE	701499	SOFTWARE SUPPORT	3,463.50	
			Total:	3,463.50	
			Net of 1 Invoices / 0 Checks	3,463.50	
00171	SETTJE PLUMBING				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	14259	CLEANED URINAL DRAIN	80.00	
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
01090	SHEVLIN SUPPLY				
03/22/2022	INVOICE	5804	CASE - ROLL TOWEL	52.63	
03/22/2022	INVOICE	5797	2 CASES BATH TISSUE	91.78	
03/22/2022	INVOICE	5799	FACIAL TISSUE	39.97	
			Total:	184.38	
			Net of 3 Invoices / 0 Checks	184.38	
03277	SIPPLE, HANSEN, EMERSON,				
03/22/2022	INVOICE	1-00M MAR22	FEBRUARY LEGAL FEES	3,858.30	
			Total:	3,858.30	
			Net of 1 Invoices / 0 Checks	3,858.30	
MISC	SMITH DARYL				
03/22/2022	INVOICE	03/09/2022	UB refund for account: 100-07210-00	38.07	
			Total:	38.07	
			Net of 1 Invoices / 0 Checks	38.07	
03278	STANLEY PETROLEUM				
03/22/2022	INVOICE	1398T	REPLACE FAILED SPILL BUCKET	3,207.00	
			Total:	3,207.00	
			Net of 1 Invoices / 0 Checks	3,207.00	
03280	STATE OF NEBR DEPT OF REVENUE				
03/22/2022	INVOICE	03.14.2022	LOTTERY LICENSE RENEWAL	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
01264	SUPER 8 BLAIR				
03/22/2022	INVOICE	512-491373	2/18/22 - JAKE WACHA HOTEL	270.00	
			Total:	270.00	
			Net of 1 Invoices / 0 Checks	270.00	
00105	SUPER SAVER				
03/22/2022	INVOICE	118031	GROCERY	59.87	
			Total:	59.87	
			Net of 1 Invoices / 0 Checks	59.87	
02743	TELECOMMUNICATION SYSTEMS INC.				
03/22/2022	INVOICE	04INV-000041331	MARCH 2022 - MONTHLY RECURRING CONNECTIVITY	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
03128	TIRE OUTLET INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	201438	3 - REPAIRS & A USED TIRE	150.00	
03/22/2022	INVOICE	201521	12 -18 850 8 CARISLE TIRES & STEMS	720.00	
03/22/2022	INVOICE	207797	4 REPAIRS	120.00	
03/22/2022	INVOICE	201170	REPAIR	15.00	
03/22/2022	INVOICE	200730	TIRE REPAIRS	90.00	
			Total:	1,095.00	
			Net of 5 Invoices / 0 Checks	1,095.00	
00999	TITAN MACHINERY INC-OMAHA				
03/22/2022	INVOICE	1377311	INJECTION FAIL - CASE 621G #NHF240672	2,071.22	
			Total:	2,071.22	
			Net of 1 Invoices / 0 Checks	2,071.22	
10589	TK ELEVATOR CORPORATION				
03/22/2022	INVOICE	1000413232	MAINTENANCE CONTRACT	221.02	
			Total:	221.02	
			Net of 1 Invoices / 0 Checks	221.02	
01435	TM CLEANING				
03/22/2022	INVOICE	207	CLEANING CHARLIE LOUIS FIRE STATION	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
03/22/2022	INVOICE	539090	BULK LP	96.47	
03/22/2022	INVOICE	539135	BULK	6.20	
03/22/2022	INVOICE	538593	PENNZOIL SYN MOTOR OIL, LITHIUM GREASE	67.79	
03/22/2022	INVOICE	537602	ANTIFREEZE	49.98	
03/22/2022	INVOICE	100538310	BULK LP	86.75	
			Total:	307.19	
			Net of 5 Invoices / 0 Checks	307.19	
10764	TRAVELERS				
03/22/2022	INVOICE	000608958	CLAIMANT - DAVID SYSLO	381.50	
			Total:	381.50	
			Net of 1 Invoices / 0 Checks	381.50	
01413	TWIN RIVERS VETERINARY CLINIC				
03/22/2022	INVOICE	322022ANIMAL	VETERINARY CARE	616.00	
			Total:	616.00	
			Net of 1 Invoices / 0 Checks	616.00	
10298	TY'S OUTDOOR POWER & SERVICE				
03/22/2022	INVOICE	76456	BLADE	104.78	
			Total:	104.78	
			Net of 1 Invoices / 0 Checks	104.78	
10771	UNIVERSITY OF NEBRASKA AT OMAHA				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/22/2022	INVOICE	0013	2022 NEBRASKA MUNICIPAL CLERK INSTITUTE & A	393.00	
			Total:	393.00	
			Net of 1 Invoices / 0 Checks	393.00	
03060 03/22/2022	VERIZON CONNECT NWF, INC. INVOICE	OSV000002707123	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 03/22/2022	VERIZON WIRELESS INVOICE	9901126429	CELL PHONE 2/6 - 3/5	800.20	
03/22/2022	INVOICE	9900483336	CELL PHONE CHARGES 1/27 - 2/26	2,172.42	
03/22/2022	INVOICE	9900530153	CELL PHONE CHARGES 1/27 - 2/26	1,989.10	
			Total:	4,961.72	
			Net of 3 Invoices / 0 Checks	4,961.72	
MISC 03/22/2022	VETICK RICHARD INVOICE	03/09/2022	UB refund for account: 300-54150-00	36.03	
			Total:	36.03	
			Net of 1 Invoices / 0 Checks	36.03	
03298 03/22/2022	VOLUNTEER FIRE DEPARTMENT INVOICE	8675	AWARDS & ENGRAVING - ENGRAVED GRAVE MARKER	20.00	
03/22/2022	INVOICE	2222022FIRE	MID NEBRASKA MUTUAL DUES	40.00	
03/22/2022	INVOICE	2022 DUES	NE NEBRASKA VFA - 2022 DUES	50.00	
			Total:	110.00	
			Net of 3 Invoices / 0 Checks	110.00	
00554 03/22/2022	WACHA JACOB INVOICE	30822WATER	MEALS - WATER CLASS IN BLAIR NE	135.23	
			Total:	135.23	
			Net of 1 Invoices / 0 Checks	135.23	
02571 03/22/2022	WILSON & COMPANY, INC INVOICE	104161	PROFESSIONAL SERVICES 1/01/22 - 01/28/22 DO	22,183.60	
03/22/2022	INVOICE	103233	PROFESSIONAL SERVICES 12/04/21 - 12/31/21 D	23,160.47	
03/22/2022	INVOICE	102743	PROFESSIONAL SERVICES 11/6/21 - 12/3/21 DOW	29,006.35	
			Total:	74,350.42	
			Net of 3 Invoices / 0 Checks	74,350.42	
			invoices and 0 checks for 160 vendors:	1,561,627.23	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
72492	LOUP POWER DISTRICT	03/02/2022	03/22/2022	8,472.10	8,472.10	Open	Y
72524	SALON.CEK	03/07/2022	03/22/2022	5,650.00	5,650.00	Open	Y
72572	PARK PLAZA	03/07/2022	03/22/2022	5,492.53	5,492.53	Open	Y
72589	SAPP BROS PETROLEUM INC	02/08/2022	03/22/2022	9,584.00	9,584.00	Open	Y
72590	SAPP BROS PETROLEUM INC	02/09/2022	03/22/2022	5,580.78	5,580.78	Open	Y
72593	SAPP BROS PETROLEUM INC	02/10/2022	03/22/2022	8,240.00	8,240.00	Open	Y
72615	PETE LIEN & SONS INC.	02/11/2022	03/22/2022	6,231.13	6,231.13	Open	Y
72671	MELLEN & ASSOCIATES INC	03/04/2022	03/22/2022	5,721.65	5,721.65	Open	Y
72739	RVW INC	02/28/2022	03/22/2022	5,165.27	5,165.27	Open	Y
72841	LOGAN CONTRACTORS SUPPLY INC	03/03/2022	03/22/2022	8,945.00	8,945.00	Open	Y
72901	COLUMBIA ELECTRIC MOTORS	02/15/2022	03/22/2022	8,630.00	8,630.00	Open	Y
72941	COLUMBUS FAMILY RESOURCE CTR	03/01/2022	03/22/2022	9,967.12	9,967.12	Open	Y
72943	DUNBAR DOUGLAS	03/01/2022	03/22/2022	6,498.00	6,498.00	Open	Y
72954	AQUA-PURE INC	03/15/2022	03/22/2022	6,176.31	6,176.31	Open	Y

# of Invoices:	14	# Due:	14	Totals:	100,353.89	100,353.89
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 100,353.89      100,353.89

--- TOTALS BY FUND ---

100 - GENERAL FUND	35,841.17	35,841.17
200 - STREETS/ENGINEERING	17,185.00	17,185.00
240 - HOUSING REHAB & LOANS	11,142.53	11,142.53
500 - UTILITY SERVICE	20,424.88	20,424.88
520 - WATER	6,176.31	6,176.31
570 - SOLID WASTE DIVISION	9,584.00	9,584.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	5,165.27	5,165.27
103 - COLUMBUS COMMUNITY CENTER	9,967.12	9,967.12
110 - POLICE	5,580.78	5,580.78
151 - PAWNEE PLUNGE WATER PARK	8,630.00	8,630.00
155 - VAN BERG GOLF COURSE	2,145.00	2,145.00
156 - QUAIL RUN GOLF COURSE	4,353.00	4,353.00
200 - STREETS	17,185.00	17,185.00
245 - CDBG GRANTS	11,142.53	11,142.53
501 - WASTEWATER TREATMENT FAC	20,424.88	20,424.88
520 - WATER	6,176.31	6,176.31
570 - TRANSFER STATION	9,584.00	9,584.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYMENT ADS	960.88	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
100-100-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	262.50	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	FEBRUARY LEGAL FEES	3,858.30	
100-100-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	48.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	59.59	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	100.00	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYMENT ADS	421.26	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	RESOLUTION #R22-20	34.00	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY	2.79	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	REFILL, GEL PEN, URINAL BLOCK	13.56	
100-100-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	AAA BATTERIES	8.99	
100-100-56020	OFFICE SUPPLIES	AMAZON	ORIGINAL HP 910XL BLACK HIGH	40.89	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PERMANENT MARKERS	67.23	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	430.08	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,833.92	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	53.04	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	226.36	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER & PURGE SERVICE	134.39	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD NEWSPAPER	19.99	
100-100-56610	CHAMBER OF COMMERCE	COLUMBUS AREA CHAMBER OF	2022 WORKFORCE DEVELOPMENT/DRIVE FOR FI	2,500.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	119.12	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	277.16	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	392.00	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CULTURAL ARTS FACILITY #16-026	204,255.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	MELLIGER BRENT A & CARMEN	EASEMENT AGREEMENT	3,000.00	
100-100-57510-19009	CAPITAL-EQUIPMENT	MIDSTATES DATA TRANSPORT I	DUCT PURCHASE	114,047.22	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	722459 NECOL - SOUTH FIBER RING & COMMU	5,165.27	
Total For Dept 100 GENERAL ADMINISTRATION				339,358.04	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	100.00	
100-102-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	INSURANCE TRANSIT BUS	356.75	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	21.09	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	98.90	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	196.86	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	89.58	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	7.50	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
Total For Dept 102 COLUMBUS AREA TRANSIT				913.52	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-53520-III-B	CONTRACT SERVICES	FIRST NATIONAL BANK OMAHA	SEASONED TIMES	15.00	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	6,877.31	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	3,089.81	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS 3/01 - 3/31	31.50	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS 3/01 - 3/31	31.50	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERY	59.87	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				10,104.99	
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	1/2 ZIP PULLOVER - RUPP	34.00	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	128.52	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 105 FINANCE					
Total For Dept 105 FINANCE				162.52	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PANERA BREAD	26.98	
100-106-52700	TRAINING AND TUITION	KLINE JANELLE	MILEAGE LNM MIDWINTER CONFERENCE	91.84	
100-106-52700	TRAINING AND TUITION	UNIVERSITY OF NEBRASKA AT	2022 NEBRASKA MUNICIPAL CLERK INSTITUTE	393.00	
Total For Dept 106 CITY CLERK				511.82	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	LOHR JOHN F	LEAGUE CONFERENCE LINCOLN - MILEAGE & F	101.92	
100-107-52700	TRAINING AND TUITION	SCHILLING RON	MILEAGE & PARKING - MIDWINTER CONFERENC	116.69	
Total For Dept 107 MAYOR/COUNCIL				218.61	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	64.31	
100-108-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
Total For Dept 108 HUMAN RESOURCES				107.15	
Dept 110 POLICE					
100-110-52600	WORKERS' COMPENSATION	TRAVELERS	CLAIMANT - DAVID SYSLO	381.50	
100-110-52700	TRAINING AND TUITION	CANINE TACTICAL OPERATIONS	TUITION	950.00	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT CC	MEALS - ZACHARY MCCLOUD	161.12	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	ENGAGE 2022	3,717.62	
100-110-52700	TRAINING AND TUITION	NEBRASKA LAW ENFORCEMENT	ZACHARY MCCLOUD CERTIFICATION FEE	75.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	22.69	
100-110-52700	TRAINING AND TUITION	SAYLER SCREENPRINTING	LETC UNIFORMS - BENJAMIN	147.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS- BRIAN HUNKE RETIREMENT/	380.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MTM RECOGNITION	RECOGNITION GIFTS	124.83	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
100-110-52800	UNIFORMS	GALLS LLC	WOMENS STRYKE PANTS - LEVANDER QM	729.54	
100-110-52800	UNIFORMS	JACK'S UNIFORMS & EQUIP	5.11 MENS STRYKE PANTS - ALEXANDER QM	126.97	
100-110-52810	UNIFORMS-QUARTERMASTER	911 CUSTOM LLC	VEST CARRIER - PETERS QM	343.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	HOLSTER ACCESSORY MOUNT - J BLACK QM	48.40	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	WOMENS STRYKE PANTS - LEVANDER QM	32.42	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	ROMEO 5 1X20 MOA RED DOT - CIBORON QM	745.00	
100-110-52810	UNIFORMS-QUARTERMASTER	JACK'S UNIFORMS & EQUIP	5.11 MENS STRYKE PANTS - ALEXANDER QM	49.92	
100-110-52810	UNIFORMS-QUARTERMASTER	SCHREIBER, TARA	SEW SERGEANT PATCHES - LEVANDER QM	100.00	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	PRE EMPLOYMENT BLUNCK	624.00	
100-110-53200	PROFESSIONAL SERVICES	PAPER TIGER SHREDDING	PURGE SERVICE	377.55	
100-110-53200	PROFESSIONAL SERVICES	PLATE COUNTY	COUNTY ATTORNEY SERVICES	3,140.59	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLJ	VETERINARY CARE	616.00	
100-110-53400	COMPUTER SUPPORT/MAINT	AMAZON	LOGITECH C270 HD WEBCAM	15.00	
100-110-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	840.00	
100-110-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	170.00	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	221.02	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	VEHICLE MAINTENANCE VIN #8538	907.96	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	TIRE REPAIR	20.00	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	750.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	625.00	
100-110-56010	SUPPLIES	AMAZON	TRASH BAGS, STICKY NOTES, PAPER TOWELS	149.92	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	MAS MODERN MARKETING	203.95	
100-110-56010	SUPPLIES	MAS MODERN MARKETING INC	12- - CRIME SCENE BARRICADE TAPE	360.72	
100-110-56020	OFFICE SUPPLIES	AMAZON	INK CARTRIDGE	27.60	

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					
100-110-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ADHESIVE NOTES	25.27	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	14.01	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	5,580.78	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	476.20	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,564.68	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,873.15	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	176.23	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE 2/6 - 3/5	800.20	
100-110-57510-22026	CAPITAL-EQUIPMENT	LUCITY INC / TRITECH SOFTV	MAPPING/AVL LICENSING SOFTWARE	3,780.46	
Total For Dept 110 POLICE				32,506.80	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	JONES & BARTLET LEARNING	619.89	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	MEALS FOR CIVIL SERVICE FIRE INTERVIEWS	63.00	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	MTM RECOGNITION	RECOGNITION GIFTS	53.18	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	32.00	
100-120-52800	UNIFORMS	GALLS LLC	CARGO PANTS	113.91	
100-120-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	126.00	
100-120-54310	BUILDING MAINTENANCE	ACCESS ELECTRICAL SYSTEMS	SERVICE CALL TO REPLACE BALLASTS & DRIV	330.00	
100-120-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERIES C - 8 PACK	17.99	
100-120-54320	EQUIPMENT MAINTENANCE	AMAZON	ENERGIZER EN91 INDUSTRIAL ALK	170.58	
100-120-54320	EQUIPMENT MAINTENANCE	ED M. FELD EQUIPMENT CO. I	MASK SEAL KIT	160.00	
100-120-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	REPSS INC - MASK ADAPTER KIT	305.10	
100-120-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	REPAIR SENDING UNIT - UNIT #37 VIN #727	368.98	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	CREDIT FOR CORE RETURN INVOICE #635645	(32.00)	
100-120-54330	VEHICLE MAINTENANCE	REARDON LAWN & GARDEN INC	INSTALL CARB KIT	233.98	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	CABLE CUTTER	32.99	
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	EASY CANVAS	260.16	
100-120-56010	SUPPLIES	MENARDS	RESIN	242.91	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHEILD WI	127.46	
100-120-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING CHARLIE LOUIS FIRE STATION	100.00	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	447.98	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,583.88	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,048.28	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	155.90	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	1,086.21	
100-120-56650	MEMBERSHIP DUES	NEBRASKA MUNICIPAL FIRE CF	MEMBERSHIP DUES, NFPA DUES	501.00	
100-120-57510-22026	CAPITAL-EQUIPMENT	LUCITY INC / TRITECH SOFTV	MAPPING/AVL LICENSING SOFTWARE	2,223.79	
Total For Dept 120 FIRE				10,373.17	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATIONAL REGISTRY OF EMT	96.00	
100-121-52800	UNIFORMS	GALLS LLC	CARGO PANTS	113.91	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-54310	BUILDING MAINTENANCE	ACCESS ELECTRICAL SYSTEMS	SERVICE CALL TO REPLACE BALLASTS & DRIV	330.00	
100-121-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERIES C - 8 PACK	17.99	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LUBE, OIL & FILTER	139.29	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	FEBRUARY COLLECTION SERVICES	296.76	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	PHARMACY & MEDICAL SUPPLIES	2,618.87	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	FACE SHIELD	292.30	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHEILD WI	127.44	
100-121-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING CHARLIE LOUIS FIRE STATION	100.00	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	447.97	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,583.86	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,048.27	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	155.89	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	1,086.21	
Total For Dept 121 RESCUE				9,070.76	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	JONES & BARTLET LEARNING	459.96	
100-125-56360	DEPARTMENT EXPENSES	VOLUNTEER FIRE DEPARTMENT	AWARDS & ENGRAVING - ENGRAVED GRAVE MAF	20.00	
100-125-56650	MEMBERSHIP DUES	NEBRASKA STATE VOLUNTEER	NEW MEMBER - NATHAN JONES	20.00	
100-125-56650	MEMBERSHIP DUES	VOLUNTEER FIRE DEPARTMENT	MID NEBRASKA MUTUAL DUES	90.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				589.96	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	SPECIALTEE SCREEN PRINTING	801.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER\	JACKET - HERNANDEZ	68.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	COREL DRAW	392.40	
100-130-53400-MOBIL	COMPUTER SUPPORT/MAINT	AMAZON	DVD'S	109.99	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	11.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	AMAZON	HP 410X TONER	491.67	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	ENVISIONWARE, INC	ANNUAL MAINTENANCE/SUBSCRIPTION 3/1/22-	907.25	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	HP 312A TONER CARTRIDGE	285.78	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	893.31	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	349.80	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-56010-BUILD	SUPPLIES	AMAZON	DURACELL AA & AAA BATTERIES	25.75	
100-130-56010-BUILD	SUPPLIES	HOBBY LOBBY	BULLETIN BOARD	69.99	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	FACIAL TISSUE	39.97	
100-130-56010-MTRLS	SUPPLIES	HOBBY LOBBY	WII TRAVEL CASE	12.99	
100-130-56010-STAFF	SUPPLIES	QUILL CORPORATION	QUILL THERMAL ROLL	29.84	
100-130-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CASE - ROLL TOWEL	52.63	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	FEBRUARY 2022 LIBRARY/MEDIA MAIL	986.79	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	114.43	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,141.33	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 03/01 - 03/31	239.95	
100-130-56250	REFUSE	PAPER TIGER SHREDDING	PURGE SERVICE	24.45	
100-130-56400-ADULT	PROGRAMS	HOBBY LOBBY	CARDS & PARTY SUPPLIES	19.14	
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	SWEET HARVEST POPCORN	11.77	
100-130-56400-CHSAT	PROGRAMS	EDUCATIONAL SERV UNIT #7	ACTIVITIES SCHEDULE	162.13	
100-130-56400-CHSAT	PROGRAMS	HOBBY LOBBY	CRAFT & ART SUPPLIES	33.96	
100-130-56400-CHSAT	PROGRAMS	HY-VEE INC	GROCERIES	43.26	
100-130-56400-CHSRP	PROGRAMS	FUN EXPRESS LLC	DIY KITS	391.93	
100-130-56400-MAKRS	PROGRAMS	AMAZON	PARCHMENT PAPER, TRANSFER TAPE, DESKTOE	59.46	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	178.24	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	CLOUD LIBRARY EBOOK LICENSE	27.35	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	91.08	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	BOOKS	713.15	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,107.56	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	40.45	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	CLOUD LIBRARY EBOOK LICENSE	22.82	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	RETURN - DAMAGED	603.00	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	HOOPLA CONTENT CREDIT (PAY PER USE TITI	3,000.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	12.99	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	283.45	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY #16-026	612,766.88	
Total For Dept 130 LIBRARY				627,727.27	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-55900	MISCELLANEOUS	MENARDS	FEMALE TEE, THREAD SEALANT, HOSE CLAMP,	35.22	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	229.95	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
Total For Dept 140 CEMETERY				454.51	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCIL	2018 IBC HANDBOOK	139.00	
100-145-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDERY	POLOS - STEINER	180.00	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PROTECTOR SHEET, BLANK CERTIFICATES	18.19	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	214.20	
Total For Dept 145 COMMUNITY DEVELOPMENT				551.39	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYMENT ADS	896.88	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	58.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORM	62.50	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FAUCET SPRAYER, BASIN GASKET	13.38	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	BLACK SEAT	32.00	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	MVR1500/U/SPORTS	253.08	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPPLY	BOLTS, NUTS, WASHERS, LOCK WASHERS	2,021.99	
100-150-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	6"X12" METAL PLAQUE (LARRY KUND)	170.00	
100-150-54320	EQUIPMENT MAINTENANCE	CURRY BROTHERS MOTORSPORTS	CONVERTER BELT	230.41	
100-150-54320	EQUIPMENT MAINTENANCE	MUELLER SPRINKLERS	BLADE DRIVE BELT, MULE BELT	242.59	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	ENGINE OIL FILTER	8.24	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	CULLIGAN OF COLUMBUS	POU COOLER 3/01 - 3/31	38.00	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	ELECTRICAL TAPE	446.72	
100-150-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	PURPLE CLEANER, DEX COOL, PM HD SAE30	72.85	
100-150-56010	SUPPLIES	MENARDS	CORNER BRACKET	6.49	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	68.40	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	326.51	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,026.64	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	85.68	
100-150-56400	PROGRAMS	ECKHARDT, BETSY	ROAD RALLY SUPPLIES & PRIZE	209.85	
Total For Dept 150 PARKS				8,270.21	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53200	PROFESSIONAL SERVICES	NDEE	PP OUTDOOR LAP POOL PERMIT 1856	120.00	
100-151-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	FEBRUARY SERVICES	2,713.26	
100-151-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	198.00	
100-151-54310	BUILDING MAINTENANCE	COLUMBIA ELECTRIC MOTORS	150 HP POWER CABLE, SIGNAL CABLE, EPOXY	8,630.00	
100-151-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
100-151-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	70.04	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,418.35	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	60.71	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
Total For Dept 151 PAWNEE PLUNGE WATER PARK				13,240.36	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	NDEE	COLUMBUS AQUATIC CENTER INDOOR POOL PEF	40.00	
100-152-54310	BUILDING MAINTENANCE	MENARDS	2 - 48" T8 6500K LED 2 PK	27.98	
100-152-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	115.00	
100-152-56010	SUPPLIES	SHEVLIN SUPPLY	2 CASES BATH TISSUE	91.78	
100-152-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	39.29	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	645.69	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,369.64	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,316.43	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	57.81	
Total For Dept 152 AQUATIC CENTER POOL				7,718.62	
Dept 155 VAN BERG GOLF COURSE					
100-155-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	258.95	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,145.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	10.14	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	338.37	
100-155-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE & EZENGAGE MARKETING 3/01/22 -	90.13	
100-155-56010	SUPPLIES	MATHESON-LINWELD	MILLER CONTACT TIP, PINNACLE 70S-6, JUN	78.01	
100-155-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	1,428.68	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	128.59	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	539.63	
Total For Dept 155 VAN BERG GOLF COURSE				5,044.00	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES/EMPLOYMENT ADS	563.12	
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN	124.00	
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	94.50	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,066.56	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,353.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	80.87	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,917.40	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	140.00	
100-156-54310	BUILDING MAINTENANCE	SETTJE PLUMBING	CLEANED URINAL DRAIN	80.00	
100-156-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	BOOM ASSEMBLY	1,428.35	
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	12 -18 850 8 CARISLE TIRES & STEMS	720.00	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE & EZENGAGE MARKETING 3/01/22 -	90.13	
100-156-55400	ADVERTISING AND PROMOTION	GR8 ADS LLC	ADVERTISING	159.00	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT	1,343.17	
100-156-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	YELLOW TOOL, RED TOOL	24.44	
100-156-56010	SUPPLIES	MATHESON-LINWELD	MILLER CONTACT TIP, PINNACLE 70S-6, JUN	78.02	
100-156-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	1,501.76	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CASE - PULL TOWELS, JUMBO TP	105.90	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	87.43	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	466.10	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	769.65	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	57.81	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	

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Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
Total For Dept 156 QUAIL RUN GOLF COURSE				15,384.05	
Total For Fund 100 GENERAL FUND				1,082,307.75	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	550.26	
200-200-54310	BUILDING MAINTENANCE	DOHMEN GARAGE DOOR INC	REMOVE & ORDER NEW BRAKE ASSEMBLY FOR I	517.70	
200-200-54310	BUILDING MAINTENANCE	ELECTRONIC SYSTEMS INC	FIRE ALARM INSPECTION	288.00	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	104.00	
200-200-54310	BUILDING MAINTENANCE	SAPP BROS PETROLEUM INC	1X15FT FARM TANK HOSE	73.00	
200-200-54310	BUILDING MAINTENANCE	STANLEY PETROLEUM	REPLACE FAILED SPILL BUCKET	3,207.00	
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	AIR FILTER	47.04	
200-200-54320	EQUIPMENT MAINTENANCE	CHROME N' STEEL TRUCK & TR	7" MONITOR & CAMERA	330.00	
200-200-54320	EQUIPMENT MAINTENANCE	LOGAN CONTRACTORS SUPPLY	PACKING GLAND	163.24	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	BROOM STRIP	1,048.84	
200-200-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TI	HOOD POSITIONER CYLINDER	377.57	
200-200-54320	EQUIPMENT MAINTENANCE	TY'S OUTDOOR POWER & SERV	BLADE	104.78	
200-200-54450	STREET MAINTENANCE	ADVANCE AUTO PARTS	BRAKE MASTER CYL	148.79	
200-200-56010	SUPPLIES	DIAMOND VOGEL PAINT CENTE	F PAINT	22,460.20	
200-200-56010	SUPPLIES	LOGAN CONTRACTORS SUPPLY	14 PALLETS/LOT #D1845	8,945.00	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	MOLY GREASE	44.90	
200-200-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	BULK LP	183.22	
200-200-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	WALL CLOCK, BLOW OFF DUSTER	31.98	
200-200-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LAMINATE 9X12	24.99	
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	10,375.00	
200-200-56090	SMALL TOOLS	ELECTRICAL ENGINEERING &	240' FISH TAPE	92.05	
200-200-56190	PERSONAL PROTECTIVE SUPP	FASTENAL COMPANY	NEMESIS EYEWEAR, BLACK CABLE TIES, 100'	71.88	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	341.70	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,220.49	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	30,922.32	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	168.53	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICES	39.00	
200-200-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	71.04	
200-200-57200-22022	CAPITAL-LAND & BUILDINGS	WILSON & COMPANY, INC	PROFESSIONAL SERVICES 1/01/22 - 01/28/2	74,350.42	
Total For Dept 200 STREETS				156,897.24	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	45.00	
200-202-56010	SUPPLIES	ISLAND SUPPLY WELDING CO.	OXYGEN & ACETYLENE	125.80	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	MOLY GREASE	44.90	
200-202-56090	SMALL TOOLS	FASTENAL COMPANY	2 1/8" & 2" BI-METAL HOLE SAW	282.49	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	WATER PUMP	619.57	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	FREIGHT FOR GASKET	1.32	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TR	HUB CAP & GASKET	932.28	
200-202-56130	SUPPLIES FOR RESALE	FASTENAL COMPANY	NEMESIS EYEWEAR, BLACK CABLE TIES, 100'	86.01	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	ATTACH TAPE	5.68	
200-202-56130	SUPPLIES FOR RESALE	SAPP BROS PETROLEUM INC	AMERIGUARD 15W-40	566.20	
Total For Dept 202 MECHANICS SHOP				2,709.25	
Total For Fund 200 STREETS/ENGINEERING				159,606.49	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-55400	ADVERTISING AND PROMOTION	CIVIL AIR PATROL MAGAZINE	ADVERTISING	100.00	
205-205-56010	SUPPLIES	MENARDS	MATTE BLACK	254.48	
205-205-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	INK CARTRIDGE	15.06	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,515.82	
205-205-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	111.24	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	85.68	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	617.76	
Total For Dept 205 AIRPORT				2,700.04	
Total For Fund 205 AIRPORT				2,700.04	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER - SHELLIE RHOADS	71.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL	2,069.97	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	35.05	
220-220-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	774.00	
220-220-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	POSITIVE PROMOTIONS	764.95	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER 3/01 - 3/31	38.50	
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - LAPTOP BAG	31.44	
220-220-56020	OFFICE SUPPLIES	AMAZON	XEROX 108R01121 PHASER	289.80	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	617.76	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	159.15	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	720.78	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE	51.67	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
220-220-57510-22026	CAPITAL-EQUIPMENT	LUCITY INC / TRITECH SOFTV	MAPPING/AVL LICENSING SOFTWARE	80,872.08	
Total For Dept 220 E911				86,570.49	
Total For Fund 220 COMMUNICATIONS - E911				86,570.49	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	835.48	
Total For Dept 221 WIRELESS E911				835.48	
Total For Fund 221 COMMUNICATIONS - WIRELESS E911				835.48	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MARCH 2022 - MONTHLY RECURRING CONNECTI	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				1,554.00	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAF				1,554.00	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	DHA - CHRISTOPHER MBAKI LOAN #101720	30,005.00	
Total For Dept 240 HOUSING REHAB & LOANS				30,005.00	
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG 19-DTR-101 DD26	15,322.26	
240-245-56780	HOUSING LOANS & ADMIN	PARK PLAZA	GRANT 19-DTR-101 FUNDS - DD26	5,492.53	

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Fund 240 HOUSING REHAB & LOANS					
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	SALON.CEK	19-DTR-101 FUNDS-REIMB 50% MIDWEST GLAS	5,650.00	
Total For Dept 245 CDBG GRANTS				26,464.79	
Total For Fund 240 HOUSING REHAB & LOANS				56,469.79	
Fund 270 KENO					
Dept 270 KENO					
270-270-55900	MISCELLANEOUS	STATE OF NEBR DEPT OF REVE	LOTTERY LICENSE RENEWAL	100.00	
Total For Dept 270 KENO				100.00	
Total For Fund 270 KENO				100.00	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	SSX-1	SMITH DARYL	UB refund for account: 100-07210-00	19.36	
Total For Dept 000				19.36	
Dept 500 WASTEWATER COLLECTION					
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	MTM RECOGNITION	RECOGNITION GIFTS	416.23	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	132.07	
500-500-54390	SYSTEM MAINTENANCE	CENTRAL SAND & GRAVEL CO	FILL SAND	366.38	
500-500-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	11.71 TONS TOP DIRT	87.82	
500-500-54390	SYSTEM MAINTENANCE	MENARDS	GENERAC	612.29	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	169.70	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	MOISTENER BOTTLE	96.70	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	20.63	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	2,135.38	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	240.08	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,967.56	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	384.47	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	19.50	
500-500-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NEBRASKA RURAL WATER ASSOCIATION REGIST	395.00	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	R21-130 - LOST CREEK PARKWAY SEWER PROJ	29,054.76	
Total For Dept 500 WASTEWATER COLLECTION				36,161.07	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	186.74	
500-501-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	252.00	
500-501-54310	BUILDING MAINTENANCE	MENARDS	FROG TAPE, INTERIOR PAINT, EXT CORD	59.93	
500-501-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	MIDWEST STEEL & ALUMINUM	311.52	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PVC COUP, CAP & CELL CORE PIPE	301.00	
500-501-54320	EQUIPMENT MAINTENANCE	LAWSON PRODUCTS	MECHANICS DRILL BIT SET, 40 & 60 GRIT S	145.73	
500-501-54320	EQUIPMENT MAINTENANCE	MATHESON-LINWELD	ACETYLENE & OXYGEN	148.07	
500-501-54320	EQUIPMENT MAINTENANCE	MELLEN & ASSOCIATES INC	ELECTRONIC WATER VALVE	5,721.65	
500-501-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	ANTIFREEZE	49.98	
500-501-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	REFLEX MONOTUBE, STRUT ASSEMBLY	357.32	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	LAB TESTS	711.75	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES I	WATER TESTING	914.00	
500-501-56010	SUPPLIES	EDISON LIGHTING SUPPLY &	2 - 8' HIGH OUTPUT LED, 4 - 18 WATT UNI	268.28	
500-501-56010	SUPPLIES	MENARDS	SHELF, DIAG CUT PLIERS, METAL & HOSE CI	106.07	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.99	
500-501-56060	CHEMICALS	MID-AMERICAN RESEARCH	WEED KILLER, BOWL CLEANER, RING B GONE	1,000.50	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME	6,231.13	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	3,522.92	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	7,242.67	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	12,403.30	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/01/22 TO 3/2	64.31	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	85.68	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	49.92	
500-501-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NEBRASKA RURAL WATER ASSOCIATION REGIST	395.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				40,554.46	
Total For Fund 500 UTILITY SERVICE				76,734.89	
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-41	SMITH DARYL	UB refund for account: 100-07210-00	10.94	
Total For Dept 000				10.94	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	SUPER 8 BLAIR	2/18/22 - JAKE WACHA HOTEL	270.00	
520-520-52700	TRAINING AND TUITION	WACHA JACOB	MEALS - WATER CLASS IN BLAIR NE	135.23	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	MAT, UNIFORMS	172.16	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	889.50	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	FILLER CAP	8.99	
520-520-54390	SYSTEM MAINTENANCE	CENTRAL SAND & GRAVEL CO	FILL SAND	366.39	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	6.00 CU YARD	750.00	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	2455 E 13TH AVE & 3028 21ST ST	250.59	
520-520-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	11.71 TONS TOP DIRT	87.83	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	REPAIR CLAMP	1,081.20	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	GENERAC	612.30	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	169.70	
520-520-54390	SYSTEM MAINTENANCE	POLLARD WATER #3326	TRUCK FLUSHER DIFF W/HOSE	3,315.00	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	MOISTENER BOTTLE	96.69	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, ROLLER TOWELS, SHOP TOWELS	112.11	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL & WATER STATEMENTS	2,135.38	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOU	6,176.31	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,644.56	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,065.47	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	523.06	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	10,206.03	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	62.50	
520-520-56240	TELEPHONE	FRONTIER	NWP ALARM 3/01/22 TO 3/29/22	193.34	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	310.10	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	19.50	
520-520-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NEBRASKA RURAL WATER ASSOCIATION REGIST	395.00	
Total For Dept 520 WATER				34,048.94	
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	373.86	
Total For Dept 522 SUPERFUND PROJECT				373.86	
Total For Fund 520 WATER				34,433.74	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-6	SMITH DARYL	UB refund for account: 100-07210-00	27.14	
Total For Dept 000				27.14	
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	GPS SERVICE	32.38	
Total For Dept 560 STORMWATER UTILITY				32.38	
Total For Fund 560 STORMWATER UTILITY				59.52	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	SMITH DARYL	UB refund for account: 100-07210-00	16.66	
Total For Dept 000				16.66	
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-DON SKARKA SERVICE AWARI	90.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	124.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	170.30	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	FEBRUARY SERVICE	100.00	
570-570-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	SOFTWARE SUPPORT	336.00	
570-570-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	OIL FILTER	12.87	
570-570-54320	EQUIPMENT MAINTENANCE	AMAZON	VHF STUBBY ANTENNA	10.60	
570-570-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	OIL FILTER	5.09	
570-570-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-OMAHA	INJECTION FAIL - CASE 621G #NHF240672	2,071.22	
570-570-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	PENNZOIL SYN MOTOR OIL, LITHIUM GREASE	67.79	
570-570-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	HARDWARE	31.80	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	RETURN - OIL FILTER	(12.87)	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	3 - REPAIRS & A USED TIRE	360.00	
570-570-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	BULK	6.20	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	44,904.57	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	34.90	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	9,584.00	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,092.57	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 1/27 - 2/26	42.84	
Total For Dept 570 TRANSFER STATION				59,058.38	
Total For Fund 570 SOLID WASTE DIVISION				59,075.04	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,180.00	
Total For Dept 000				1,180.00	
Total For Fund 600 HEALTH INSURANCE				1,180.00	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 100 GENERAL FUND	1,082,307.75
Fund 200 STREETS/ENGINEE	159,606.49
Fund 205 AIRPORT	2,700.04
Fund 220 COMMUNICATIONS	86,570.49
Fund 221 COMMUNICATIONS	835.48
Fund 225 COMMUNICATIONS-	1,554.00
Fund 240 HOUSING REHAB &	56,469.79
Fund 270 KENO	100.00
Fund 500 UTILITY SERVICE	76,734.89
Fund 520 WATER	34,433.74
Fund 560 STORMWATER UTILI	59.52
Fund 570 SOLID WASTE DIV	59,075.04
Fund 600 HEALTH INSURANC	1,180.00
Total For All Funds:	<u>1,561,627.23</u>

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

6. **SPECIAL PRESENTATIONS**

6.A. Proclamation declaring March 2022 as Problem Gambling Awareness Month.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

**PROCLAMATION**

- WHEREAS,** our community is home to individuals and families adversely affected by problem gambling; and
- WHEREAS,** compulsive gambling is often hidden from family members, social services, and mental health professionals; and
- WHEREAS,** compulsive gambling often occurs in combination with other disorders such as chemical dependency and depression; and
- WHEREAS,** it is important to raise awareness of the warning signs of compulsive gamblers and connect them with professional help.

**NOW, THEREFORE, I, James B. Bulkley,** Mayor of Columbus, Nebraska, do hereby proclaim the month of March 2022 as

**“PROBLEM GAMBLING AWARENESS MONTH”**

and urge citizens to learn more about the consequences of problem gambling.



*James B. Bulkley*  
James B. Bulkley, Mayor

## 7. PUBLIC HEARINGS

- 7.A. Public hearing - Application of Granville Custom Homes, Inc. and Paul and Bonita Ramaekers to rezone property located south of 68 Street and 56 Avenue Place from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, March 21, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone a Tract of land located in the East 1/2 of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 90°00'00" W on the North line of said Northwest 1/4, 680.00 feet to the Point of Beginning; thence S 90°00'00" W on said North line, 564.00 feet; thence S 00°00'00" W and perpendicular to said North line, 1817.53 feet; thence N 89°51'02" E and parallel to the South line of said Northwest 1/4, 1243.96 feet to a point on the East line of said Southwest 1/4; thence N 00°00'01" W on said East line, 39.69 feet to the Southeast corner of the Corrected Survey of West Elks Replat, Platte County, Nebraska; thence S 90°00'00" W on the South line of said Corrected Survey of West Elks Replat, 566.27 feet to the Southwest corner of said Corrected Survey of West Elks Replat; thence N 00°00'00" E on the West line of said Corrected Survey of West Elks Replat and perpendicular to said North line, 1543.53 feet to a point of curvature on the South Right-of-Way line of 56th Avenue Place; thence Southwesterly on a 360.00 foot radius curve to the left on said Right-of-Way line, 45.94 feet of which said curve has a chord bearing of S 86°20'40" W, 45.91 feet to a point of tangency on said Right-of-Way line; thence S 90°00'00" W on said Right-of-Way line, 67.91 feet; thence N 00°00'00" W, 235.00 feet to the Point of Beginning, containing 28.16 acres, more or less (south of 68 Street and 56 Avenue Place) from "RR" (Rural Residential District) to "R-1" (Single-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish: 03:10:22  
Two Affidavits of Publication

**CITY OF COLUMBUS  
MEMORANDUM**

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**DATE:** 03/09/2022  
**FROM:** Dan Curtis  
**TO:** City Administrator Tara Vasicek  
**RE:** Rezone from RR to R-1 for Housing Development

**RECOMMENDATION:**

I recommend approval of this rezoning from RR to R-1 and to amend the Future Land Use map accordingly.

**DISCUSSION:**

We have received an application to rezone this property from RR to R-1 for the construction of single-family homes. There is currently R-1 zoning to the east of this property and the continuation of the R-1 district is a good fit for the area and in conformance with the Unified Land Development ordinance.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Deny the Rezoning

**SIGNATURE:**

By: *Daniel Curtis*

Approved By: \_\_\_\_\_





# REZONING APPLICATION

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

APPLICANT/PROPERTY OWNER NAME: \_\_\_\_\_

APPLICANT MAILING ADDRESS: \_\_\_\_\_

APPLICANT PHONE NUMBER: \_\_\_\_\_

APPLICANT EMAIL ADDRESS: \_\_\_\_\_

ATTORNEY/FIRM: \_\_\_\_\_

ATTORNEY PHONE NUMBER: \_\_\_\_\_

ATTORNEY E-MAIL ADDRESS: \_\_\_\_\_

ADDRESS OF PROPERTY TO BE REZONED: \_\_\_\_\_

LEGAL DESCRIPTION OF PROPERTY:

PRESENT ZONING CLASSIFICATION: \_\_\_\_\_

REQUESTED ZONING CLASSIFICATION: \_\_\_\_\_

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

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

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Owner or Owner's Representative

WEST ELKS 2ND PROPOSED  
REZONE FROM RR TO R1

WEST ELKS  
EXISTING R1

68th Street

Cornfield



7.A.1. Ordinance No. 22-04 approving rezoning.

**ORDINANCE NO. 22-04**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO 20-32 AS AMENDED, DATED JANUARY 18, 2021, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: A TRACT OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S 90°00'00" W ON THE NORTH LINE OF SAID NORTHWEST 1/4, 680.00 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" W ON SAID NORTH LINE, 564.00 FEET; THENCE S 00°00'00" W AND PERPENDICULAR TO SAID NORTH LINE, 1817.53 FEET; THENCE N 89°51'02" E AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4, 1243.96 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE N 00°00'01" W ON SAID EAST LINE, 39.69 FEET TO THE SOUTHEAST CORNER OF WEST ELKS SUBDIVISION, PLATTE COUNTY, NEBRASKA; THENCE S 90°00'00" W ON THE SOUTH LINE OF SAID WEST ELKS SUBDIVISION, 566.27 FEET TO THE SOUTHWEST CORNER OF SAID WEST ELKS SUBDIVISION; THENCE N 00°00'00" E ON THE WEST LINE OF SAID WEST ELKS SUBDIVISION AND PERPENDICULAR TO SAID NORTH LINE, 1543.53 FEET TO A POINT OF CURVATURE ON THE SOUTH RIGHT-OF-WAY LINE OF 56TH AVENUE PLACE; THENCE SOUTHWESTERLY ON A 360.00 FOOT RADIUS CURVE TO THE LEFT ON SAID RIGHT-OF-WAY LINE, 45.94 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S 86°20'40" W, 45.91 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE; THENCE S 90°00'00" W ON SAID RIGHT-OF-WAY LINE, 67.91 FEET; THENCE N 00°00'00" W, 235.00 FEET TO THE POINT OF BEGINNING, CONTAINING 28.16 ACRES, MORE OR LESS, FROM "R-R" (RURAL RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID 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 EFFECTIVE DATE; AND TO PROVIDE THAT PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES.

WHEREAS, a request has been made that the following described real estate to wit:

A Tract of land located in the East 1/2 of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 90°00'00" W on the North line of said Northwest 1/4, 680.00 feet to the Point of Beginning; thence S 90°00'00" W on said North line, 564.00 feet; thence S 00°00'00" W and perpendicular to said North line, 1817.53 feet; thence N 89°51'02" E and parallel to the South line of said Northwest 1/4, 1243.96 feet to a point on the East line of said Southwest 1/4; thence N 00°00'01" W on said East line, 39.69 feet to the Southeast corner of West Elks Subdivision, Platte County, Nebraska; thence S 90°00'00" W on the South line of said West Elks Subdivision, 566.27 feet to the Southwest corner of said West Elks Subdivision; thence N 00°00'00" E on the West line of said West Elks Subdivision and perpendicular to said North line, 1543.53 feet to a point of curvature on the South Right-of-Way line of 56th Avenue Place; thence Southwesterly on a 360.00 foot radius curve to the left on said Right-of-Way line, 45.94 feet of which said curve has a chord bearing of S 86°20'40" W, 45.91 feet to a point of tangency on said Right-of-Way line; thence S 90°00'00" W on said Right-of-Way line, 67.91 feet; thence N 00°00'00" W, 235.00 feet to the Point of Beginning, containing 28.16 acres, more or less,

be rezoned and reclassified from the present zoning classification of "R-R" (Rural Residential District) to "R-1" Single-Family Residential District); and to amend the Future Land Use Map as well as the Zoning Map of the City of Columbus Unified Land Development Ordinance to show said rezoning and reclassification as provided by law, and

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

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

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

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

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

A Tract of land located in the East 1/2 of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 90°00'00" W on the North line of said Northwest 1/4, 680.00 feet to the Point of Beginning; thence S 90°00'00" W on said North line, 564.00 feet; thence S 00°00'00" W and perpendicular to said North line, 1817.53 feet; thence N 89°51'02" E and parallel to the South line of said Northwest 1/4, 1243.96 feet to a point on the East line of said Southwest 1/4; thence N 00°00'01" W on said East line, 39.69 feet to the Southeast corner of West Elks Subdivision, Platte County, Nebraska; thence S 90°00'00" W on the South line of said West Elks Subdivision, 566.27 feet to the Southwest corner of said West Elks Subdivision; thence N 00°00'00" E on the West line of said West Elks Subdivision and perpendicular to said North line, 1543.53 feet to a point of curvature on the South Right-of-Way line of 56th Avenue Place; thence Southwesterly on a 360.00 foot radius curve to the left on said Right-of-Way line, 45.94 feet of which said curve has a chord bearing of S 86°20'40" W, 45.91 feet to a point of tangency on said Right-of-Way line; thence S 90°00'00" W on said Right-of-Way line, 67.91 feet; thence N 00°00'00" W, 235.00 feet to the Point of Beginning, containing 28.16 acres, more or less, from the present zoning classification of "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District) be and the same is hereby approved.

Section 2. That the Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, under Ordinance No 20-32, as amended, dated January 18, 2021, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "R-R" (Rural Residential District) to "R-1" (Single-Family Residential District), and that the Future Land Use Map as well as the Zoning Map which have been adopted and made a part of said Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, be and the same are to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

7.B. Public hearing - Application of Convergence, LLC for final plat and development agreement of Wishbones Addition (northeast of intersection of Highway 81 and 63 Avenue). (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, March 21, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Wishbones Addition, a tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeasterly Right-of-Way line; thence N 66°02'54" W on said Northeasterly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less (approximately northeast of intersection of Highway 81 and 63 Avenue) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City Council will hold a separate public hearing as to whether said Addition as above described should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA  
Janelle Kline, City Clerk

Publish: 03:10:22  
Two Affidavits of Publication

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 9, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Wishbones Addition – Final Plat

**RECOMMENDATION:**

I recommend the approval of the final plat of Wishbones Addition as it is consistent with the preliminary plat. The preliminary plat was recommended for approval by the Planning Commission on February 14, 2022, and approved by the City Council on February 22, 2022.

**DISCUSSION:**

The addition consists of 8 outlots (A-H) for the purpose of constructing a casino, hotel, horse race track, roadways, and supporting amenities. Adjacent 63<sup>rd</sup> Avenue will be dedicated to the public and on-site stormwater treatment facilities and extension of public utilities are in compliance. Dedicated landscape easements are along the east and north property lines of outlot "E".

The addition voluntary annexation is part of this agenda.

**FISCAL IMPACT:**

Minor costs for associated street and utility main extensions.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Daniel Curtis

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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

DATE: January 25, 2022

NAME OF SUBDIVISION: Wishbones Addition

NAME OF PROPERTY OWNER: Convergence, LLC

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Tom Jackson

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 27901 Woodside Dr, Columbus, NE 68601

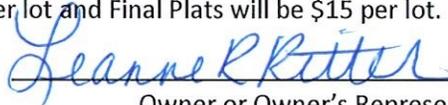
PHONE NUMBER: 402-276-3479

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: tjjack.son@outlook.com

NUMBER OF LOTS IN SUBDIVISION: 9 out lots

ADDRESS OF SUBDIVISION: Part of the S 1/2 of the SW 1/4 of S11 & the NW 1/4 of S14, T17N, R1W

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



Owner or Owner's Representative

\_\_\_\_\_  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

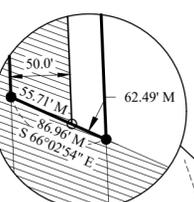
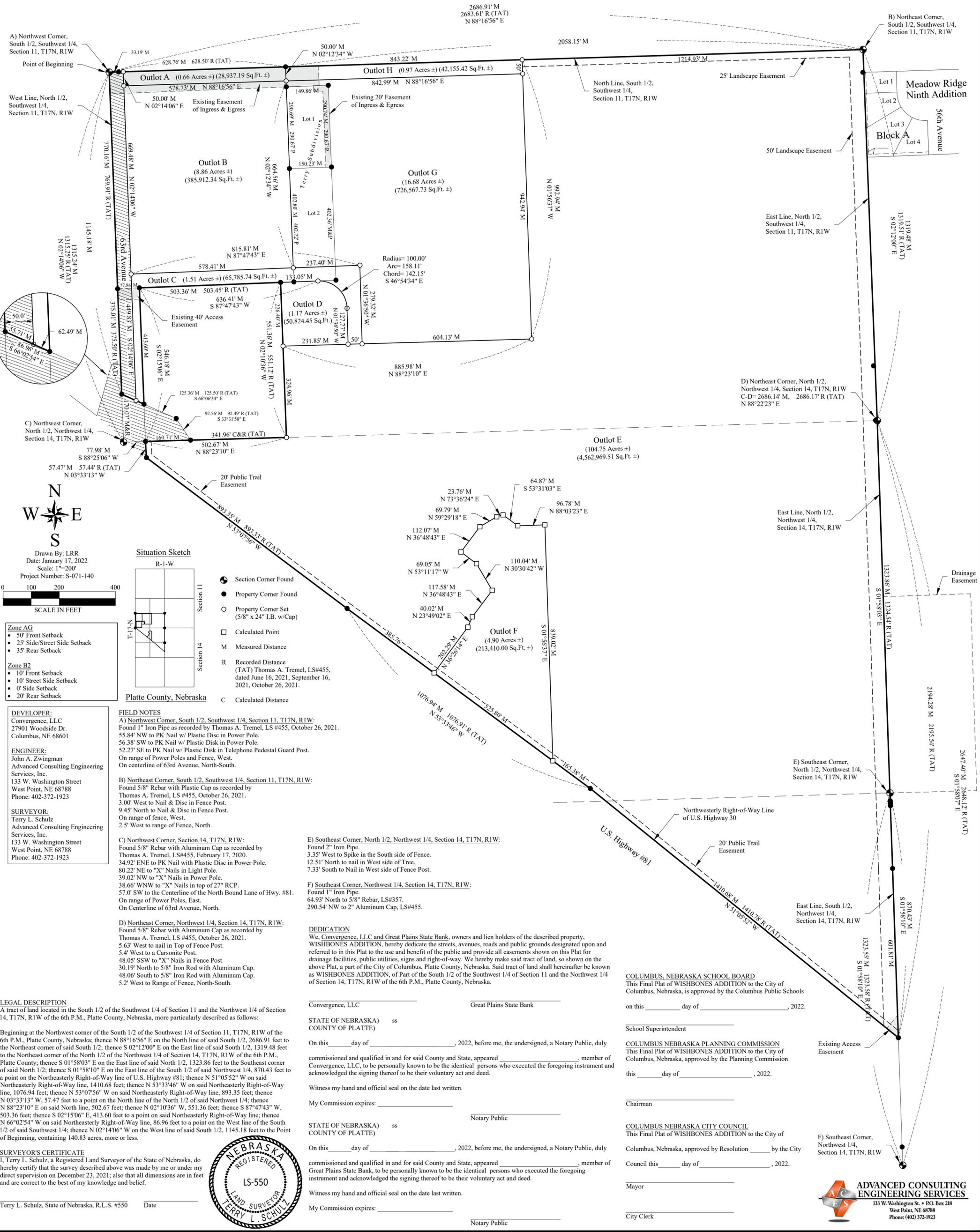
City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

WISHBONES ADDITION

A Subdivision of Part of the South 1/2 of the Southwest 1/4 of Section 11 and Part of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
Date: January 17, 2022
Scale: 1"=200'
Project Number: S-071-140

- Zone AG
50' Front Setback
25' Side/Street Side Setback
35' Rear Setback
Zone B2
10' Front Setback
10' Street Side Setback
0' Side Setback
20' Rear Setback

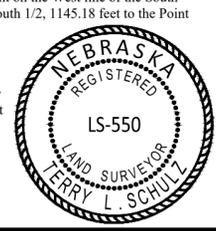
DEVELOPER:
Convergence, LLC
27901 Woodside Dr.
Columbus, NE 68601
ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923
SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

FIELD NOTES
A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:
Found 1" Iron Pipe as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
55.84' NW to PK Nail w/ Plastic Disc in Power Pole.
56.38' SW to PK Nail w/ Plastic Disc in Power Pole.
52.27' SE to PK Nail w/ Plastic Disc in Telephone Pedestal Guard Post.
On range of Power Poles and Fence, West.
On centerline of 63rd Avenue, North-South.

LEGAL DESCRIPTION
A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeastly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeastly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeastly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeastly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeastly Right-of-Way line; thence N 66°02'54" W on said Northeastly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on December 23, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

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



- Section Corner Found
Property Corner Found
Property Corner Set (5/8" x 24" I.B. w/Cap)
Calculated Point
Measured Distance
Recorded Distance (TAT) Thomas A. Tremel, LS#455, dated June 16, 2021, September 16, 2021, October 26, 2021.
Calculated Distance

E) Southeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W:
Found 2" Iron Pipe.
3.35' West to Spike in the South side of Fence.
12.51' North to nail in West side of Tree.
7.33' South to Nail in West side of Fence Post.

F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W:
Found 1" Iron Pipe.
64.93' North to 5/8" Rebar, LS#357.
290.54' NW to 2" Aluminum Cap, LS#455.

DEDICATION
We, Convergence, LLC and Great Plains State Bank, owners and lien holders of the described property, WISHBONES ADDITION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as WISHBONES ADDITION, of Part of the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.

Convergence, LLC
STATE OF NEBRASKA ss
COUNTY OF PLATTE)
On this day of 2022, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared member of Convergence, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.
Witness my hand and official seal on the date last written.
My Commission expires:
Notary Public
STATE OF NEBRASKA ss
COUNTY OF PLATTE)
On this day of 2022, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared member of Great Plains State Bank, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.
Witness my hand and official seal on the date last written.
My Commission expires:
Notary Public

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this day of 2022.
School Superintendent
COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this day of 2022.
Chairman
COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, approved by Resolution by the City Council this day of 2022.
Mayor
City Clerk



7.B.1. Public hearing - Determine whether Wishbones Addition should be included within corporate city limits. (Planning Commission recommends approval.)

7.B.2. Resolution No. R22-34 approving final plat, development agreement, and bringing said addition into corporate city limits.

**RESOLUTION NO. R22-34**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO THE PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11 AND THE NORTHWEST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 88°25'06" E ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, 77.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°23'10" E ON SAID NORTH LINE, 502.67 FEET; THENCE N 02°10'36" W, 324.96 FEET; THENCE N 88°23'10" E, 885.98 FEET; THENCE N 01°56'37" W, 992.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 88°16'56" E ON SAID NORTH LINE, 1214.93 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID SOUTHWEST 1/4; THENCE S 02°12'00" E ON THE EAST LINE OF THE SOUTH 1/2 OF SAID SOUTHWEST 1/4, 1319.48 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S 01°58'03" E ON THE EAST LINE OF SAID NORTHWEST 1/4, 1323.86 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF SAID NORTHWEST 1/4; THENCE S 01°58'10" E ON SAID EAST LINE, 870.43 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #81; THENCE N 51°05'52" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1410.68 FEET; THENCE N 53°33'46" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 165.38 FEET; THENCE N 01°56'37" W, 839.02 FEET; THENCE S 88°03'23" W, 71.80 FEET; THENCE N 53°31'03" W, 64.87 FEET; THENCE S 73°36'24" W, 23.76 FEET; THENCE S 59°29'18" W, 69.79 FEET; THENCE S 36°48'43" W, 112.07 FEET; THENCE S 53°11'17" E, 69.05 FEET; THENCE S 30°30'42" E, 110.04 FEET; THENCE S 36°48'43" W, 117.58 FEET; THENCE S 23°49'02" W, 40.02 FEET; THENCE S 36°26'14" W AND PERPENDICULAR TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 202.29 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE N 53°33'46" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 385.76 FEET; THENCE N 53°07'56" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 893.35 FEET; THENCE N 03°33'13" W, 57.47 FEET TO THE POINT OF BEGINNING, CONTAINING 104.74 ACRES MORE OR LESS, HEREINAFTER TO BE KNOWN AS "WISHBONES ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT

AGREEMENT BETWEEN CONVERGENCE, L.L.C., 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 SAID PLAT INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Convergence, L.L.C., a Nebraska limited liability company, is the owner of real estate described as follows:

A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°25'06" E on the North line of the Northwest 1/4 of said Section 14, 77.98 feet to the Point of Beginning; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 324.96 feet; thence N 88°23'10" E, 885.98 feet; thence N 01°56'37" W, 992.94 feet to a point on the North line of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on said North line, 1214.93 feet to the Northeast corner of the South 1/2 of said Southwest 1/4; thence S 02°12'00" E on the East line of the South 1/2 of said Southwest 1/4, 1319.48 feet to the Northeast corner of the Northwest 1/4 of said Section 14; thence S 01°58'03" E on the East line of said Northwest 1/4, 1323.86 feet to the Southeast corner of the North 1/2 of said Northwest 1/4; thence S 01°58'10" E on said East line, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 165.38 feet; thence N 01°56'37" W, 839.02 feet; thence S 88°03'23" W, 71.80 feet; thence N 53°31'03" W, 64.87 feet; thence S 73°36'24" W, 23.76 feet; thence S 59°29'18" W, 69.79 feet; thence S 36°48'43" W, 112.07 feet; thence S 53°11'17" E, 69.05 feet; thence S 30°30'42" E, 110.04 feet; thence S 36°48'43" W, 117.58 feet; thence S 23°49'02" W, 40.02 feet; thence S 36°26'14" W and perpendicular to said Northeasterly Right-of-Way line, 202.29 feet to a point on said Northeasterly Right-of-Way line; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 385.76 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to the Point of Beginning, containing 104.74 acres more or less

said tract of land collectively containing 139.59 acres, more or less all of which presently constitutes an unplatted tract of land which is contiguous to the corporate city limits and

is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, blocks, and streets with appropriate utility easement areas under the name of Wishbones Addition to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets, and easement areas belonging to such addition, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways, and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Terry L. Schulz under the date of March 14, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to certain duties and responsibilities concerning said addition including installation of the public improvements necessary to serve the area being platted, including extending water and sewer mains and street paving, in accord with the regulations of the City of Columbus and the requirements of the city engineer as detailed in the attached Wishbones Addition Development Agreement which is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, said proposed addition and plan for development has been heretofore submitted to the planning commission of Columbus, Nebraska, the city engineer, and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat and determining whether the same should be included within the corporate limits; and

WHEREAS, after public hearing, the planning commission recommended approval of the plat of Wishbones Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said addition within the City of Columbus, Nebraska, corporate limits by separate vote recommended approval thereof; and

WHEREAS, the mayor and city council have held separate public hearings on the approval of the final plat of said addition and on the inclusion of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said final plat and approved the inclusion thereof within the corporate boundary.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Wishbones Addition to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted which was heretofore outside but contiguous to the city corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all rights and privileges, and subject to all the laws, rules, and regulations of the City of Columbus, Nebraska, and that the mayor and clerk be and hereby are authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it as "B-2" and "AG" zones according to the Zoning Regulations of the City of Columbus, Nebraska, and that the Wishbones Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted and the mayor and city clerk are hereby authorized to sign the same.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Once Recorded Return Document To: Christopher M. Bikus Kutak Rock 1620 Farnam St. Omaha, NE

### **DEED OF DEDICATION**

KNOW ALL MEN BY THESE PRESENTS:

That CONVERGENCE, L.L.C., a Nebraska limited liability company, is the proprietor and owner of the following described real estate:

A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeasterly Right-of-Way line; thence N 66°02'54" W on said Northeasterly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less.

and has caused the above-described real estate to be laid out into lots, blocks, streets, and easement areas belonging to such Addition, under the name of Wishbones Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, streets, and easements belong to such Addition, a plat of which bearing date of March 14, 2022, and certified by Terry L. Schulz, registered land surveyor, is attached hereto.

Said owner hereby dedicates the streets and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as "Easements".

Said owner and dedicator covenants and agrees with the City of Columbus to lay, at its own expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets, and to deliver the same to the City without cost to it.

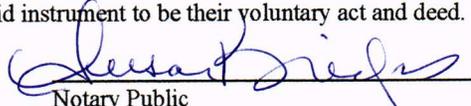
IN WITNESS WHEREOF, the Owner and proprietor named herein has executed these presents this 14<sup>th</sup> day of March, 2022.

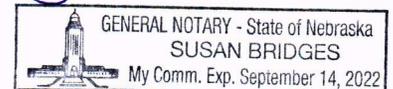
CONVERGENCE, L.L.C. a Nebraska  
limited liability company, Proprietor and  
Owner

  
By: Thomas J. Jackson, Member

STATE OF NEBRASKA    )  
                                  : ss.  
COUNTY OF PLATTE    )

On this 14<sup>th</sup> day of March, 2022, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Thomas J. Jackson, Member of CONVERGENCE L.L.C., a Nebraska limited liability company**, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.

  
Notary Public



Please return to:  
Christopher M Bikus  
1650 Farnam Street  
Omaha, NE 68102-2186  
chris.bikus@kutakrock.com

WISHBONES ADDITION  
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on 14th day of March, 2022, by and between CONVERGENCE, L.L.C. (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Outlots A through H, Wishbones Addition, a proposed Addition to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of roadways, sanitary sewers, water, and storm sewers to be constructed within the Area to be Developed to the roadways, sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, study fees, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 140.83 acres of property.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider's expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider shall install water, sanitary and storm sewer systems and street improvements, including sidewalks, trails, traffic calming features, and traffic signalization and advanced notification in accordance with city standards and future road and utility plans. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of 63<sup>rd</sup> Avenue, dedicated per plat (Exhibit "A"), to be forty one (41) feet in width, a minimum of nine (9) inch thick doweled concrete, and a minimum of four (4) inch aggregate subgrade with subsurface drainage system, and shall be constructed according to city standards. If the design engineer reasonably determines that thicker concrete, subgrade, or additional doweling are required, then Subdivider shall build to such specifications. The entire cost of paving improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easements, areas per plat (Exhibit "A"), the same to be located on a sanitary sewer plan prepared by a Nebraska Licensed Professional Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards in dedicated street right-of-way and easement areas, per plat (Exhibit "A") to be located on a storm water system plan prepared by a Nebraska Licensed Professional Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer system improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easements areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

F. The Subdivider shall provide a regional traffic and signalization warrant study by a Nebraska Professional Engineer who commonly does these types of studies respecting the following intersections: US Highway 81 and Lost Creek Parkway, US Highway 81 and 48<sup>th</sup> Avenue, US Highway 81 and 51st Avenue, US Highway 81 and 63<sup>rd</sup> Avenue, Lost Creek Highway and 48<sup>th</sup> Avenue and Lost Creek Highway and 63<sup>rd</sup> Avenue. Subdivider shall provide the study to the City and Nebraska Department of Transportation for review and approval and comply therewith.

G. Traffic calming features and improvements, including, but not limited to: roundabouts as determined by the study or otherwise required or agreed upon with the City shall be constructed according to City standards within dedicated right-of-way per plat (Exhibit "A") on a plat prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for the design, financing and construction of said traffic calming improvements. The entire cost of the traffic calming improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

H. Traffic signalization features and improvements in the traffic study boundary, including, but not limited to: traffic signals, advanced signal warning systems, advanced radar detection, and pedestrian crossing signalization as determined by the study or otherwise required or agreed upon with the City shall be constructed according to City standards within dedicated right-of-way per plat (Exhibit "A") on a plat prepared by a Nebraska Licensed Civil Engineer. The Subdivider will be responsible for

the design, financing and construction of said traffic signalization improvements. The entire cost of the traffic signalization improvements shall be paid by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

I. Landscaping, screening, and other aesthetics features as required in the City's Unified Land Development Ordinance or otherwise agreed upon with the City, shall be constructed, provided, and paid for by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

J. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A") or by separate instrument, which Subdivider shall arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

K. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

L. Subdivider will arrange for street lighting for adjacent public streets including those dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

M. Subdivider shall install the concrete sidewalk at a minimum of four feet wide and a minimum of four inches thick, or at the thickness required to meet pavement design of driveway, access ingress and egress, or other determined areas, in accordance with the American's with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

N. Grading for the Area to be Developed shall be completed by the Subdivider at Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by JOHN ZWINGMAN, ADVANCED CONSULTING ENGINEERING SERVICES, PO BOX 218, WEST POINT, NE. 68788 and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Expenses determined to be eligible for tax increment financing or other funding may assist in payment.

O. Subdivider agrees to obtain a Nebraska Department of Environmental and Energy, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

P. Subdivider shall obtain the Nebraska Department of Transportation permit(s), and provide a copy to the City, for any and all work within the State right-of-way, prior to any removals or work in said right-of-way.

Q. Subdivider agrees to not object to the potential creation of a possible improvement district(s), if any, for those benefiting the property and/or development.

R. Subdivider agrees if, in the future, the Federal Emergency Management Agency (FEMA), determines that any portion of the Subdivider's property is deemed to be in a floodplain on a future Flood Insurance Rate Map (FIRM), at the Subdivider's expense, provides the City a Floodplain Development Permit. In addition any and all eligible property which meets the FEMA requirements, that at the Subdivider expense, remove said area(s) from the FIRM by a Letter of Map Revision by Fill or other applicable methods through FEMA. Subdivider shall provide a post Elevation Certificate to the City for all areas.

## SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement. The City represents that the City Code does not require public bidding of any work to be undertaken by Subdivider pursuant to this Agreement.

## SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, to the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed.

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement. An extension of this time period may be requested by the Subdivider and if said request receives a recommendation of Planning Commission and favorable approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF PLATTE )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(My commission expires: \_\_\_\_\_)

SUBDIVIDER

CONVERGENCE, L.L.C.

By *Tom Jackson*

Name: Tom Jackson

Title: CEO/President

Dated this 14th day of March, 2022.

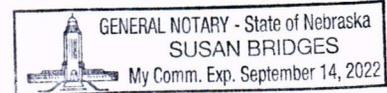
STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF PLATTE    )

On this 14th day of March, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas J. Jackson, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

*Susan Bridges*  
Notary Public

(My commission expires: 9-14-22)



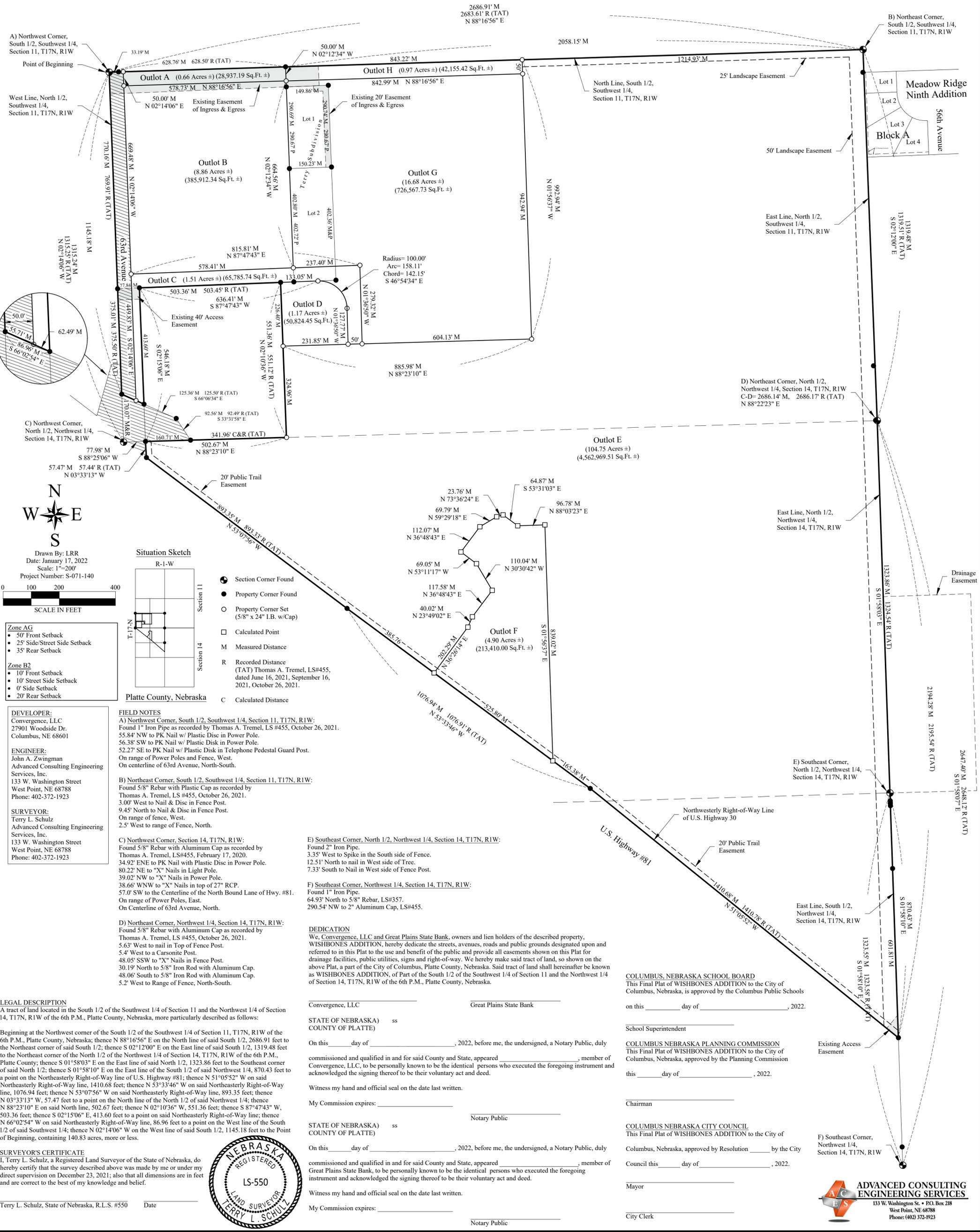
**EXHIBIT A**

**FINAL PLAT**

[See following one (1) page.]

WISHBONES ADDITION

A Subdivision of Part of the South 1/2 of the Southwest 1/4 of Section 11 and Part of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.



A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

West Line, North 1/2, Southwest 1/4, Section 11, T17N, R1W

North Line, South 1/2, Southwest 1/4, Section 11, T17N, R1W

East Line, North 1/2, Southwest 1/4, Section 11, T17N, R1W

C) Northwest Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W

D) Northeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W

East Line, North 1/2, Northwest 1/4, Section 14, T17N, R1W

E) Southeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W

East Line, South 1/2, Northwest 1/4, Section 14, T17N, R1W

F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W

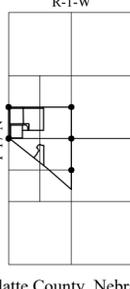


Drawn By: LRR
Date: January 17, 2022
Scale: 1"=200'
Project Number: S-071-140

- Zone AG
50' Front Setback
25' Side/Street Side Setback
35' Rear Setback
Zone B2
10' Front Setback
10' Street Side Setback
0' Side Setback
20' Rear Setback

DEVELOPER:
Convergence, LLC
27901 Woodside Dr.
Columbus, NE 68601
ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923
SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services, Inc.
133 W. Washington Street
West Point, NE 68788
Phone: 402-372-1923

Situation Sketch



Platte County, Nebraska

FIELD NOTES

A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:
Found 1" Iron Pipe as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
55.84' NW to PK Nail w/ Plastic Disc in Power Pole.
56.38' SW to PK Nail w/ Plastic Disc in Power Pole.
52.27' SE to PK Nail w/ Plastic Disc in Telephone Pedestal Guard Post.
On range of Power Poles and Fence, West.
On centerline of 63rd Avenue, North-South.
B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W:
Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
3.00' West to Nail & Disc in Fence Post.
9.45' North to Nail & Disc in Fence Post.
On range of fence, West.
2.5' West to range of Fence, North.
C) Northwest Corner, Section 14, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS#455, February 17, 2020.
34.92' ENE to PK Nail with Plastic Disc in Power Pole.
80.22' NE to "X" Nails in Light Pole.
39.02' NW to "X" Nails in Power Pole.
38.66' WNW to "X" Nails in top of 27" RCP.
57.0' SW to the Centerline of the North Bound Lane of Hwy. #81.
On range of Power Poles, East.
On Centerline of 63rd Avenue, North.
D) Northeast Corner, Northwest 1/4, Section 14, T17N, R1W:
Found 5/8" Rebar with Aluminum Cap as recorded by Thomas A. Tremel, LS #455, October 26, 2021.
5.63' West to nail in Top of Fence Post.
5.4' West to a Carsonite Post.
48.05' SSW to "X" Nails in Fence Post.
30.19' North to 5/8" Iron Rod with Aluminum Cap.
48.06' South to 5/8" Iron Rod with Aluminum Cap.
5.2' West to Range of Fence, North-South.
E) Southeast Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W:
Found 2" Iron Pipe.
3.35' West to Spike in the South side of Fence.
12.51' North to nail in West side of Tree.
7.33' South to Nail in West side of Fence Post.
F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W:
Found 1" Iron Pipe.
64.93' North to 5/8" Rebar, LS#357.
290.54' NW to 2" Aluminum Cap, LS#455.

DEDICATION

We, Convergence, LLC and Great Plains State Bank, owners and lien holders of the described property, WISHBONES ADDITION, hereby dedicate the streets, avenues, roads and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as WISHBONES ADDITION, of Part of the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska.

Convergence, LLC ss Great Plains State Bank
STATE OF NEBRASKA ss
COUNTY OF PLATTE
On this \_\_\_ day of \_\_\_, 2022, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared \_\_\_, member of Convergence, LLC, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.
Witness my hand and official seal on the date last written.
My Commission expires: \_\_\_
STATE OF NEBRASKA ss
COUNTY OF PLATTE
On this \_\_\_ day of \_\_\_, 2022, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared \_\_\_, member of Great Plains State Bank, to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.
Witness my hand and official seal on the date last written.
My Commission expires: \_\_\_

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, is approved by the Columbus Public Schools on this \_\_\_ day of \_\_\_, 2022.
School Superintendent

COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_ day of \_\_\_, 2022.
Chairman

COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of WISHBONES ADDITION to the City of Columbus, Nebraska, approved by Resolution \_\_\_ by the City Council this \_\_\_ day of \_\_\_, 2022.
Mayor
City Clerk

LEGAL DESCRIPTION
A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:
Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeastly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeastly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeastly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeastly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeastly Right-of-Way line; thence N 66°02'54" W on said Northeastly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on December 23, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



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



7.C. Public hearing - Application of Convergence, LLC to rezone property located northeast of the intersection of Highway 81 and 63 Avenue from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, March 21, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone a tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeasterly Right-of-Way line; thence N 66°02'54" W on said Northeasterly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less (approximately northeast of the intersection of Highway 81 and 63 Avenue) from "RR" (Rural Residential District) to "B-2" (General Commercial District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to the extent it is inconsistent with the requested zoning change, to reflect said change in zoning for said real estate and at said time and place you may appear and be heard.

City of Columbus, Nebraska  
Janelle Kline, City Clerk

Publish: 03:10:22  
Two Affidavits of Publication

CITY OF COLUMBUS  
**MEMORANDUM**

---

**DATE:** 03/09/2022  
**FROM:** Dan Curtis  
**TO:** City Administrator Tara Vasicek  
**RE:** Rezone from RR to B-2 (Northeast Intersection of HWY 81 and 63<sup>rd</sup> Ave)

**RECOMMENDATION:**

I recommend approval of this rezoning from RR to B-2 and to amend the Future Land Use map on the portion of the property not designated General Commercial accordingly. I believe B-2 zoning is a good use of the property considering it abuts HWY 81 and recommend approval.

**DISCUSSION:**

We have received an application to rezone that portion of property contained within the legal description not currently zoned B-2 to B-2. Currently the property contains B-2 and RR zoning, if approved the proposed uses include a hotel, casino and race track.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Deny the Rezoning

**CONCURRENCE:**

**SIGNATURE:**

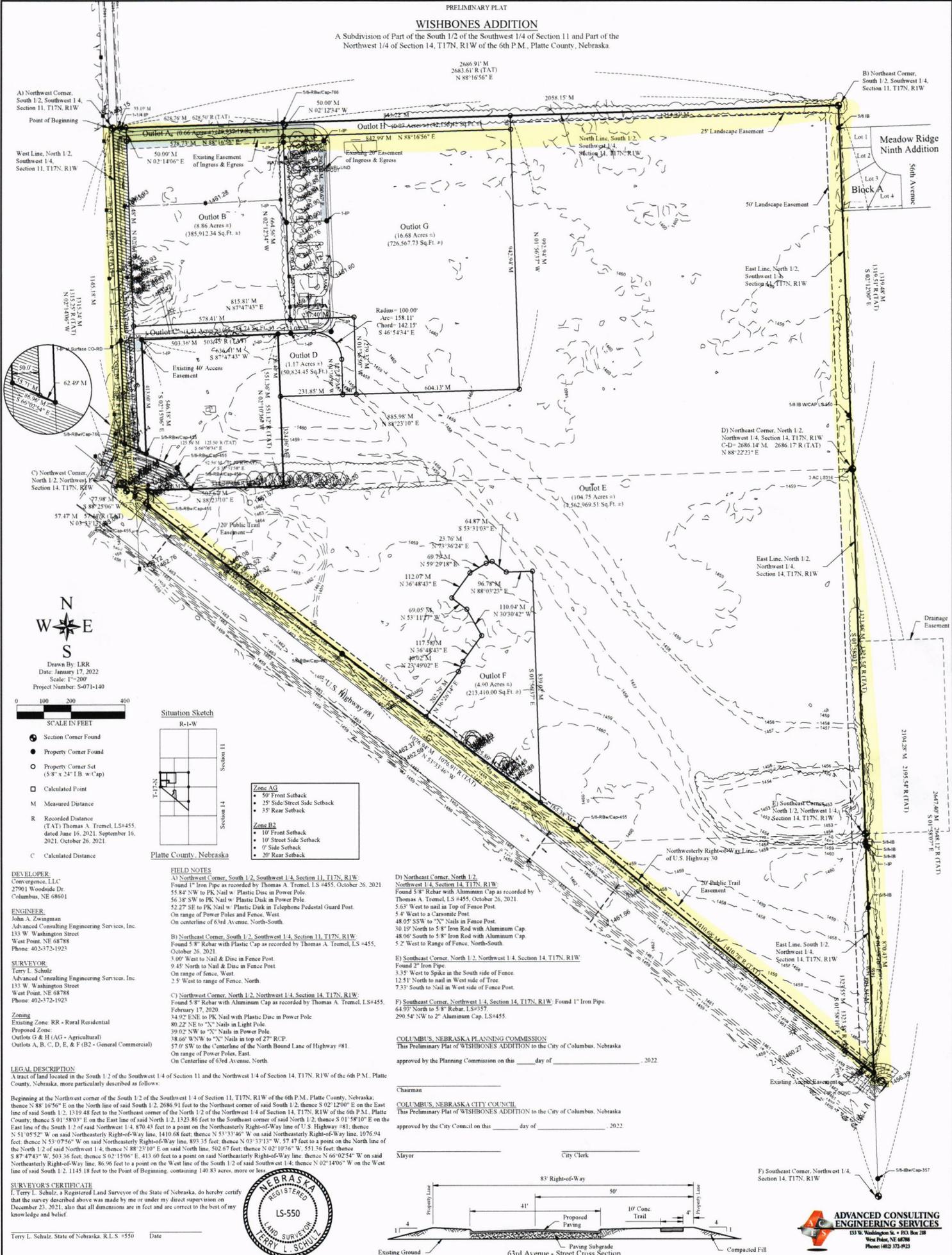
By: *Daniel Curtis*

Approved By: \_\_\_\_\_  
*Tara Vasicek*

WISHBONES ADDITION

A Subdivision of Part of the South 1/2 of the Southwest 1/4 of Section 11 and Part of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska

PRELIMINARY PLAT



A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W

West Line, North 1/2, Southwest 1/4, Section 11, T17N, R1W

C) Northwest Corner, North 1/2, Northwest 1/4, Section 14, T17N, R1W

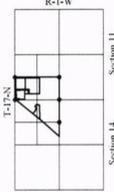


Drawn By: LRR
Date: January 17, 2022
Scale: 1"=200'
Project Number: S-071-140

SCALE IN FEET

- Section Corner Found
Property Corner Found
Property Corner Set (5'8" x 24" LB. w/ cap)
Calculated Point
Measured Distance
Recorded Distance (TAT) Thomas A. Tremel, LS#4455, dated June 16, 2021, September 16, 2021, October 26, 2021.
Calculated Distance

Situation Sketch



Platte County, Nebraska

- Zone A0: 50' Front Setback, 25' Side-Street Side Setback, 35' Rear Setback
Zone B2: 10' Front Setback, 10' Street Side Setback, 10' Side Setback, 20' Rear Setback

FIELD NOTES

A) Northwest Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W: Found 1" Iron Pipe as recorded by Thomas A. Tremel, LS#4455, October 26, 2021. 55.84' NW to PK Nail w/ Plastic Disc in Power Pole. 56.38' SW to PK Nail w/ Plastic Disk in Power Pole. 52.27' SE to PK Nail w/ Plastic Disk in Telephone Pedestal Guard Post. On range of Power Poles and Fence, West. On centerline of 63rd Avenue, North-South.
B) Northeast Corner, South 1/2, Southwest 1/4, Section 11, T17N, R1W: Found 5/8" Rebar with Plastic Cap as recorded by Thomas A. Tremel, LS#4455, October 26, 2021. 3.00' West to Nail and Disc in Fence Post. 9.45' North to Nail and Disc in Fence Post. On range of fence, West. 2.5' West to range of Fence, North.
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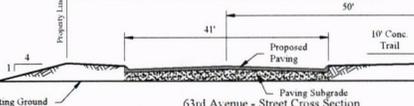
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F) Southeast Corner, Northwest 1/4, Section 14, T17N, R1W: Found 1" Iron Pipe. 64.93' North to 5/8" Rebar, LS#3357. 290.54' NW to 2" Aluminum Cap, LS#4455.

COLUMBIA, NEBRASKA PLANNING COMMISSION
This Preliminary Plat of WISHBONES ADDITION to the City of Columbus, Nebraska approved by the Planning Commission on this day of , 2022.

Chairman
COLUMBIA, NEBRASKA CITY COUNCIL
This Preliminary Plat of WISHBONES ADDITION to the City of Columbus, Nebraska approved by the City Council on this day of , 2022.

Mayor City Clerk

83' Right-of-Way
41' Property Line
50'
10' Conc. Trail
4' Property Line



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





# REZONING APPLICATION

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

APPLICANT/PROPERTY OWNER NAME: Convergence, L.L.C.

APPLICANT MAILING ADDRESS: 27901 Woodside Drive, Columbus, NE 68601

APPLICANT PHONE NUMBER: 402-276-3479

APPLICANT EMAIL ADDRESS: tjack.son@outlook.com

ATTORNEY/FIRM: Christopher M. Bikus; Kutak Rock, LLP

ATTORNEY PHONE NUMBER: 402-231-8992

ATTORNEY E-MAIL ADDRESS: chris.bikus@kutakrock.com

ADDRESS OF PROPERTY TO BE REZONED: Northeast of the intersection of HWY 81 and 63rd Ave.

LEGAL DESCRIPTION OF PROPERTY:  
See attached Exhibit A.

PRESENT ZONING CLASSIFICATION: RR

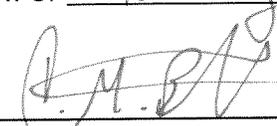
REQUESTED ZONING CLASSIFICATION: B-2

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:  
DEVELOPMENT OF A HORSE RACING TRACK, CASINO FACILITY AND HOTEL ON THE PROPERTY.

NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use)  
GAMING AND RECREATIONAL FACILITIES. PLEASE SEE INFORMATION PROVIDED FOR PRELIMINARY AND FINAL PLAT OF PROPERTY.

I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS 23<sup>rd</sup> DAY OF February, 2022

  
\_\_\_\_\_  
Owner or Owner's Representative

## EXHIBIT A

A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeasterly Right-of-Way line; thence N 66°02'54" W on said Northeasterly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less.

7.C.1. Ordinance No. 22-05 approving rezoning.

**ORDINANCE NO. 22-05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11 AND THE NORTHWEST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 88°16'56" E ON THE NORTH LINE OF SAID SOUTH 1/2, 2686.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2; THENCE S 02°12'00" E ON THE EAST LINE OF SAID SOUTH 1/2, 1319.48 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY; THENCE S 01°58'03" E ON THE EAST LINE OF SAID NORTH 1/2, 1323.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE S 01°58'10" E ON THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4, 870.43 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #81; THENCE N 51°05'52" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1410.68 FEET; THENCE N 53°33'46" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1076.94 FEET; THENCE N 53°07'56" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 893.35 FEET; THENCE N 03°33'13" W, 57.47 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4; THENCE N 88°23'10" E ON SAID NORTH LINE, 502.67 FEET; THENCE N 02°10'36" W, 551.36 FEET; THENCE S 87°47'43" W, 503.36 FEET; THENCE S 02°15'06" E, 413.60 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE N 66°02'54" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 86.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF SAID SOUTHWEST 1/4; THENCE N 02°14'06" W ON THE WEST LINE OF SAID SOUTH 1/2, 1145.18 FEET TO THE POINT OF BEGINNING, CONTAINING 140.83 ACRES, MORE OR LESS FROM "RR" (RURAL RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT), TO AMEND THE ZONING MAP AS WELL AS THE FUTURE LAND USE 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 EFFECTIVE DATE; AND TO PROVIDE THAT

PUBLICATION SHALL BE IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES.

WHEREAS, a request has been made that the following described real estate, to wit:

A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11 AND THE NORTHWEST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE N 88°16'56" E ON THE NORTH LINE OF SAID SOUTH 1/2, 2686.91 FEET TO THE NORTHEAST CORNER OF SAID SOUTH 1/2; THENCE S 02°12'00" E ON THE EAST LINE OF SAID SOUTH 1/2, 1319.48 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY; THENCE S 01°58'03" E ON THE EAST LINE OF SAID NORTH 1/2, 1323.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE S 01°58'10" E ON THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4, 870.43 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #81; THENCE N 51°05'52" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1410.68 FEET; THENCE N 53°33'46" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 1076.94 FEET; THENCE N 53°07'56" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 893.35 FEET; THENCE N 03°33'13" W, 57.47 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF SAID NORTHWEST 1/4; THENCE N 88°23'10" E ON SAID NORTH LINE, 502.67 FEET; THENCE N 02°10'36" W, 551.36 FEET; THENCE S 87°47'43" W, 503.36 FEET; THENCE S 02°15'06" E, 413.60 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE N 66°02'54" W ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 86.96 FEET TO A POINT ON THE WEST LINE OF THE SOUTH 1/2 OF SAID SOUTHWEST 1/4; THENCE N 02°14'06" W ON THE WEST LINE OF SAID SOUTH 1/2, 1145.18 FEET TO THE POINT OF BEGINNING, CONTAINING 140.83 ACRES, MORE OR LESS,

be rezoned and classified from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) to amend the Zoning Map as well as the Future Land Use Map, which are attached to and made a part of the Unified Land Development Ordinance for the City of Columbus to show said zoning and reclassification as provided by law; and

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

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

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

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

Section 1. That the request to rezone and reclassify the following described real estate, to wit: A tract of land located in the South 1/2 of the Southwest 1/4 of Section 11 and the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of the South 1/2 of the Southwest 1/4 of Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 88°16'56" E on the North line of said South 1/2, 2686.91 feet to the Northeast corner of said South 1/2; thence S 02°12'00" E on the East line of said South 1/2, 1319.48 feet to the Northeast corner of the North 1/2 of the Northwest 1/4 of Section 14, T17N, R1W of the 6th P.M., Platte County; thence S 01°58'03" E on the East line of said North 1/2, 1323.86 feet to the Southeast corner of said North 1/2; thence S 01°58'10" E on the East line of the South 1/2 of said Northwest 1/4, 870.43 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway #81; thence N 51°05'52" W on said Northeasterly Right-of-Way line, 1410.68 feet; thence N 53°33'46" W on said Northeasterly Right-of-Way line, 1076.94 feet; thence N 53°07'56" W on said Northeasterly Right-of-Way line, 893.35 feet; thence N 03°33'13" W, 57.47 feet to a point on the North line of the North 1/2 of said Northwest 1/4; thence N 88°23'10" E on said North line, 502.67 feet; thence N 02°10'36" W, 551.36 feet; thence S 87°47'43" W, 503.36 feet; thence S 02°15'06" E, 413.60 feet to a point on said Northeasterly Right-of-Way line; thence N 66°02'54" W on said Northeasterly Right-of-Way line, 86.96 feet to a point on the West line of the South 1/2 of said Southwest 1/4; thence N 02°14'06" W on the West line of said South 1/2, 1145.18 feet to the Point of Beginning, containing 140.83 acres, more or less, from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District), be and the same is hereby approved.

Section 2. That the Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, under Ordinance No. 20-32, as amended, dated January 18, 2021, be and the same is hereby amended to show that the aforesaid real estate has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) and that the Zoning Map as well as the Future Land Use Map which have been adopted and made a part of said Unified Land Development Ordinance for the City of Columbus, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

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

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**
10. **REPORTS OF COUNCIL COMMITTEES - None**
11. **REPORTS OF SPECIAL COMMITTEES - None**
12. **REPORTS ON LEGISLATION**
13. **NEW BUSINESS**
  - 13.A. Appointment of Harley Eickmeier as firefighter/EMT/hazmat technician.

## MEMORANDUM

**DATE:** March 14, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name of Harley Eickmeier for conditional appointment to the position of Firefighter/EMT/Hazmat Tech, subject to successful completion of all pre-employment requirements. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter. Mr. Eickmeier was certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held February 22, 2022.

Harley Eickmeier is a graduate of David City Public High School. He has taken course work at Metropolitan Community College in Omaha, NE, and at Central Community College in Columbus, NE. He holds certification as Firefighter I, EMT, and Hazmat.

Mr. Eickmeier has been a Volunteer Firefighter/EMT for the Bellwood Volunteer Fire Department since 2018. He is currently employed as a Farm & Ranch Hand for H-KO Land & Cattle in David City, NE.

  
James B. Bulkley, Mayor

13.B. Appointment of Broderick Hoeft as firefighter/EMT/hazmat technician.

## MEMORANDUM

**DATE:** March 14, 2022

**TO:** City Council Members

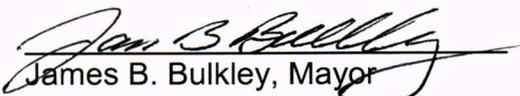
**FROM:** James B. Bulkley, Mayor

**SUBJECT:** Appointment

With your permission, I wish to submit the name of Broderick Hoeft for conditional appointment to the position of Firefighter/EMT/Hazmat Tech, subject to successful completion of all pre-employment requirements. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter. Mr. Hoeft was certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held February 22, 2022.

Broderick Hoeft is a graduate of David City High School. He completed course work in Criminal Justice at Southeast Community College in Lincoln, NE. He holds certification as EMR, EMT-B, CPR, and Ice Rescue and Swiftwater Level 1 & 2.

Mr. Hoeft has been a Volunteer Firefighter/EMT for the David City Volunteer Fire Department since 2014, where he also serves as Fire Captain. He is currently employed as a Water Operator I for the David City Water Department.

  
James B. Bulkley, Mayor

13.C. Appointment of Patrick Siemek as firefighter/EMT/hazmat technician.

## MEMORANDUM

**DATE:** March 14, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name of Patrick Siemek for conditional appointment to the position of Firefighter/EMT/Hazmat Tech, subject to successful completion of all pre-employment requirements. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter. Mr. Siemek was certified for Firefighter/EMT/Hazmat Tech by the Civil Service Commission at their meeting held February 22, 2022.

Patrick Siemek is a graduate of Columbus High School. He earned his Bachelor's Degree in Agricultural & Industrial Technology Education from the University of Nebraska-Lincoln, and continued on to earn his Master's Degree in Career and Technical Education from Ball State University. He holds certification as Firefighter I & II, Hazmat Operations, Instructor 1, Fire Officer I, NREMT, Nebraska EMT, and EVDT.

Mr. Siemek has been a Volunteer Firefighter/EMT for the Duncan Rural Volunteer Fire Department since 2016, where he also serves as Training Officer and Secretary. He also has been a Volunteer Firefighter/EMT for the Columbus Volunteer Fire Department since 2019, serving as Lieutenant and Secretary. Patrick is currently employed as a teacher for High Plains Community Schools in Polk, NE.

  
James B. Bulkley, Mayor

13.D. Application of Ferguson Properties, Inc. for preliminary plat of Centennial Park  
8th Addition (west of 3 Avenue and 2 Street). (Planning Commission recommends  
approval.)

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 9, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Centennial Park 8<sup>th</sup> Addition – Preliminary Plat

**RECOMMENDATION:**

I recommend the approval of the preliminary plat of Centennial Park 8<sup>th</sup> Addition as it is amenable with the future land use and is in accordance with the Unified Land Development Ordinance.

**DISCUSSION:**

The addition consists of 20 residential lots, connecting the utility and street system of 2<sup>nd</sup> Street and 5<sup>th</sup> and 6<sup>th</sup> Avenues on the west and provide for a T-intersection at 3<sup>rd</sup> Avenue on the east. The addition will be voluntarily annexed with the platting process.

The storm water treatment will be part of the City's downstream system upon which an agreement will be obtained from the developer.

**FISCAL IMPACT:**

Minor costs for associated street and utility main extensions.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Daniel Curtis

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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

DATE: February 17, 2022

NAME OF SUBDIVISION: Centennial Park 8<sup>th</sup> Addition

NAME OF PROPERTY OWNER: Ferguson Properties, Inc.

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Lynn Birkel, Gilmore & Associates, Inc.

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 2670 33<sup>rd</sup> Avenue, Columbus, NE 68601

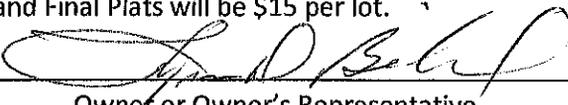
PHONE NUMBER: (402) 564-2807

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lbirkel@gilmore-engineering.com

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: West of 3<sup>rd</sup> Avenue & 2<sup>nd</sup> Street

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

  
\_\_\_\_\_  
Owner or Owner's Representative

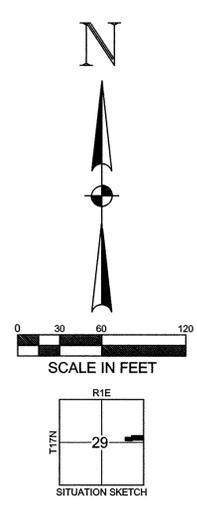
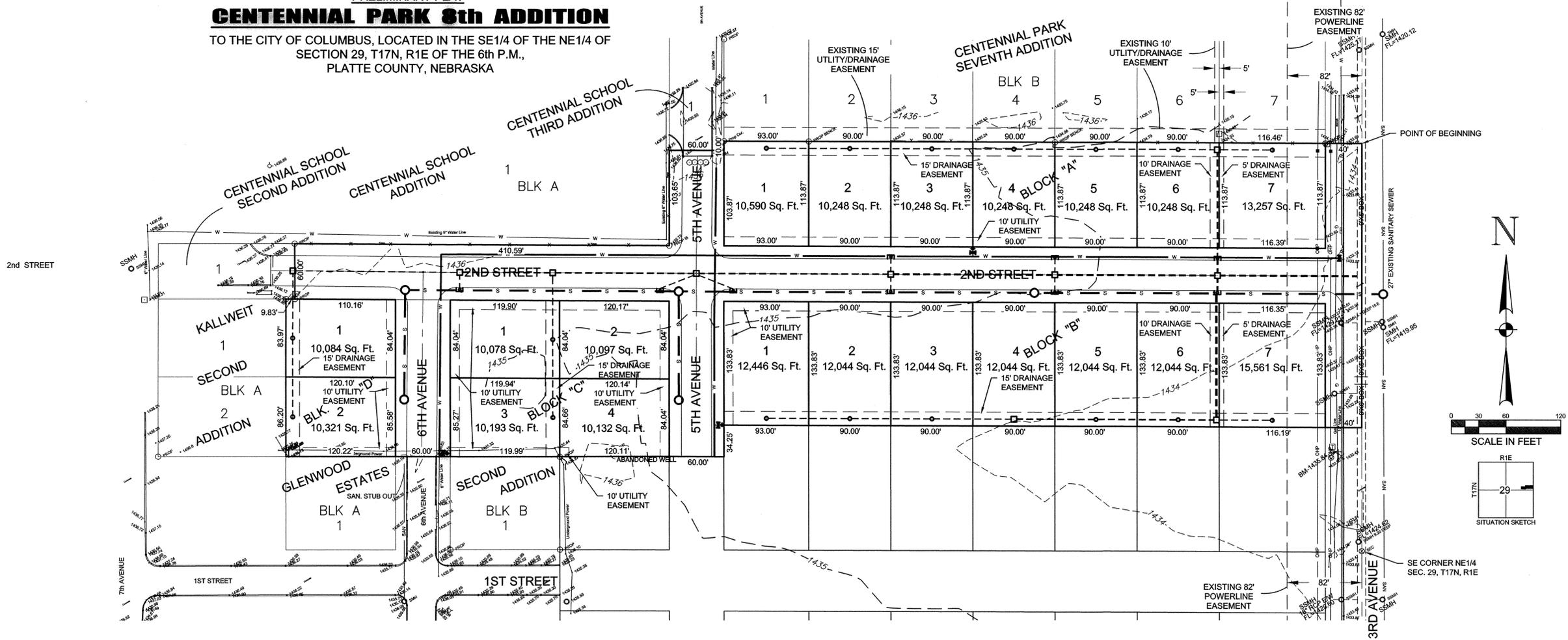
Clark Grant  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

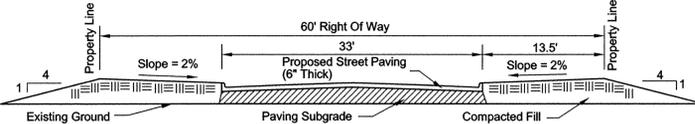
**PRELIMINARY PLAT**  
**CENTENNIAL PARK 8th ADDITION**

TO THE CITY OF COLUMBUS, LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 29, T17N, R1E OF THE 6th P.M.,  
 PLATTE COUNTY, NEBRASKA



**LEGEND**

- Proposed 6" PVC DR18 Water Main  W
- Proposed 8" Sanitary Sewer Main  S
- Proposed Storm Sewer Main  S
- Proposed Drainage
- Proposed Sanitary Sewer Manhole
- Proposed Water Valve
- Proposed Fire Hydrant
- Proposed Junction Box
- Proposed Open Throat Inlet
- Proposed Area Inlet
- Proposed Top Of Integral Curb Elevation
- Proposed Finished Earthwork Elevation

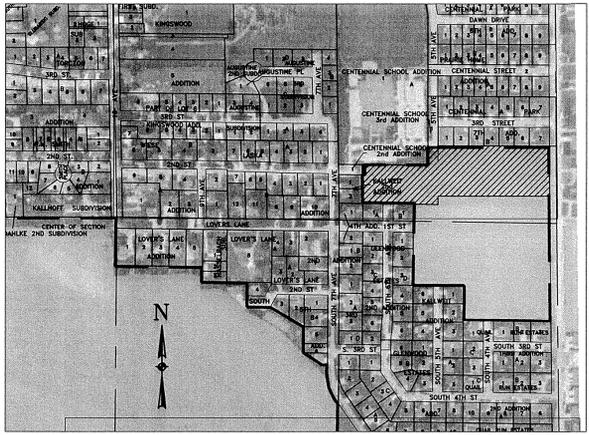


**TYPICAL STREET EMBANKMENT CROSS SECTION**  
 NTS

**LEGAL DESCRIPTION**

A tract of land located in the SE 1/4 of the NE 1/4, Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at a point on the east line 441.26 feet north of the southeast corner of the NE 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the east line of said NE 1/4 to have a bearing of S 00°00'10" E, said point of beginning being the southeast corner of Centennial Park 7th Addition to the City of Columbus; thence S 00°00'10" E, on the east line of said NE 1/4, a distance of 307.70 feet; thence N 89°49'03" W, a distance of 699.19 feet; thence S 00°04'15" E, a distance of 34.25 feet; thence N 89°54'13" W, a distance of 180.11 feet; more or less, to the northeast corner of Lot 1, Block B, Glenwood Estates Second Addition to the City of Columbus; thence S 89°59'53" W, on the north line of said Glenwood Estates Second Addition, a distance of 300.21 feet, more or less, to the northwest corner of Lot 1, Block A, Glenwood Estates Second Addition, said point also being the southeast corner of Lot 2, Block A, Kallweit Second Addition to the City of Columbus; thence N 00°01'20" E, on the east line of said Kallweit Second Addition, a distance of 170.17 feet, more or less, to the northeast corner of Lot 1, Block A, Kallweit Second Addition, said point being on the south line of Lot 1, Centennial School 2nd Addition to the City of Columbus; thence N 89°54'19" E, on the south line of Lot 1, Centennial School 2nd Addition, a distance of 9.83 feet, more or less, to the southeast corner of Lot 1, Centennial School 2nd Addition; thence N 00°22'55" W, on the east line of Centennial School 2nd Addition, a distance of 60.00 feet, more or less, to the northeast corner of Lot 1, Centennial School 2nd Addition, said point being on the south line of Lot 1, Block A, Centennial School Addition, to the City of Columbus; thence S 89°42'25" E, on the south line of Lot 1, Block A, Centennial School Addition, a distance of 410.59 feet, more or less, to the southeast corner of said Lot 1, Block A, Centennial School Addition; thence N 00°02'07" W, on the east line of said Lot 1, Block A, Centennial School Addition, a distance of 103.65 feet, more or less, to the southwest corner of Lot 1, Centennial School 3rd Addition, to the City of Columbus; thence S 89°55'07" E, on the south line of said Lot 1, Centennial School 3rd Addition, a distance of 60.00 feet, more or less, to the southeast corner of said Lot 1, Centennial School 3rd Addition; thence N 00°05'14" W, on the east line of said Lot 1, Centennial School 3rd Addition, a distance of 10.00 feet, more or less, to the southwest corner of Lot 1, Block B, Centennial Park 7th Addition to the City of Columbus; thence S 89°49'03" E, on the south line of said Centennial Park 7th Addition, a distance of 699.46 feet, more or less, to the point of beginning, containing 7.59 acres, more or less.



**KEY MAP**  
 1"=500'

ELEVATIONS SHOWN ARE NAVD88 DATUM

**CITY COUNCIL APPROVAL**

This preliminary plat of CENTENNIAL PARK 8th ADDITION to the City of Columbus, Nebraska, approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

**PLANNING COMMISSION**

This preliminary plat of CENTENNIAL PARK 8th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Lynn D. Birkel, a Registered Land Surveyor of the State of Nebraska, hereby certify that this Preliminary Plat of CENTENNIAL PARK 8th ADDITION was made under my direction.

Signed this 14<sup>th</sup> day of FEBRUARY 2022.

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



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

**OWNER/DEVELOPER:**  
 Ferguson Properties, Inc.  
 480-320-0202  
 3154 18th Ave. Suite 9, Columbus, NE, 68601  
 wferguson7@gmail.com

**SURVEYOR/ENGINEER**  
 Lynn D. Birkel, RLS #497  
 David B. Gilmore, E-6180  
 Gilmore & Associates  
 2670 33rd Avenue, Columbus, NE, 68601  
 (402)-564-2807  
 lbirkel@gilmore-engineering.com  
 davidg@gilmore-engineering.com

**CENTENNIAL PARK 8th ADDITION**  
 LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SEC. 29  
 T17N R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA

PRELIMINARY PLAT

DRN BY: ORK  
 DATE: 02/14/2022  
 SCALE: AS SHOWN  
 PROJ.: 211.866  
 F.B.:  
 SHEET: 1 of 1

**GILMORE & ASSOCIATES INC.**  
 Engineers-Surveyors

Phone: (402) 564-2807  
 Fax: (402) 564-2807  
 Box 855, 2070 33rd Ave.  
 Columbus, Nebraska 68602-0855

REVISIONS

13.E. Application of Ferguson Properties, Inc. for preliminary plat of Park Place 10th Addition (west of 48 Avenue and 43 Street). (Planning Commission recommends approval.)

**MEMORANDUM**

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**DATE:** March 9, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Park Place 10<sup>th</sup> Addition – Preliminary Plat

**RECOMMENDATION:**

I recommend the approval of the preliminary plat of Park Place 10<sup>th</sup> Addition as it is amenable with the future land use and is in accordance with the Unified Land Development Ordinance.

**DISCUSSION:**

The addition consists of 20 residential lots, connecting the utility and road of 33<sup>rd</sup> Street to 48<sup>th</sup> Avenue. The addition will be voluntarily annexed with the platting process.

The storm water treatment is part of the existing Park Place regional facility located along 48<sup>th</sup> Avenue.

**FISCAL IMPACT:**

Minor costs for associated street and utility main extensions.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: *Daniel Curtis*

**SIGNATURE:**

By: *Richard J. Bogus*

Approved By: *[Signature]*

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
PRELIMINARY PLAT / FINAL**

(CIRCLE ONE)

DATE: February 17, 2022

NAME OF SUBDIVISION: Park Place 10<sup>th</sup> Addition

NAME OF PROPERTY OWNER: Ferguson Properties, Inc.

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Lynn Birkel, Gilmore & Associates, Inc.

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 2670 33<sup>rd</sup> Avenue, Columbus, NE 68601

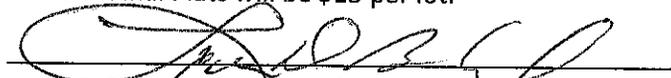
PHONE NUMBER: (402) 564-2807

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: lbirkel@gilmore-engineering.com

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: East of 48<sup>th</sup> Avenue and 33<sup>rd</sup> Street

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

  
\_\_\_\_\_  
Owner or Owner's Representative

Clark Grant  
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney  
Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)  
Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

PRELIMINARY PLAT

**PARK PLACE 10th ADDITION**  
TO THE CITY OF COLUMBUS, LOCATED IN THE SW1/4 NW1/4  
OF SECTION 13, T17N, R1W OF THE 6th P.M.,  
PLATTE COUNTY, NEBRASKA

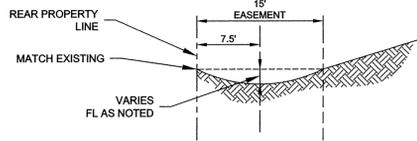
LEGEND

- Proposed 6" PVC DR18 Water Main
- Proposed 6" Sanitary Sewer Main
- Proposed Storm Sewer Main
- Proposed Drainage
- Proposed Sanitary Sewer Manhole
- Proposed Top of Integral Curb Elevation
- Proposed Finished Earthwork Elevation
- Proposed Water Valve
- Proposed Fire Hydrant
- Proposed 6" Open Throat Inlet
- Proposed Area Inlet
- Proposed Junction Box

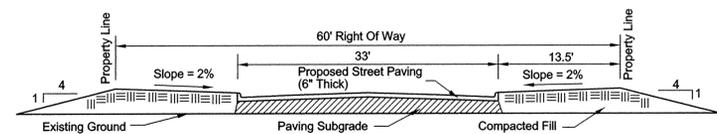
EXISTING ZONING: R-1  
PROPOSED ZONING: R-1

OWNER:  
FERGUSON PROPERTIES, INC.  
3154 18th AVENUE, SUITE 9  
COLUMBUS, NE 68601  
Ph: 480-320-0202  
Email: wbferguson7@gmail.com

SURVEYOR/ENGINEER:  
GILMORE & ASSOCIATES, INC.  
2670 33RD AVENUE  
P.O. Box 565  
COLUMBUS, NE 68601  
Ph: 402-564-2807  
Email: lbirkei@gilmore-engineering.com



TYPICAL REAR LOT DRAINAGE SWALE - BLOCK "A"  
NTS

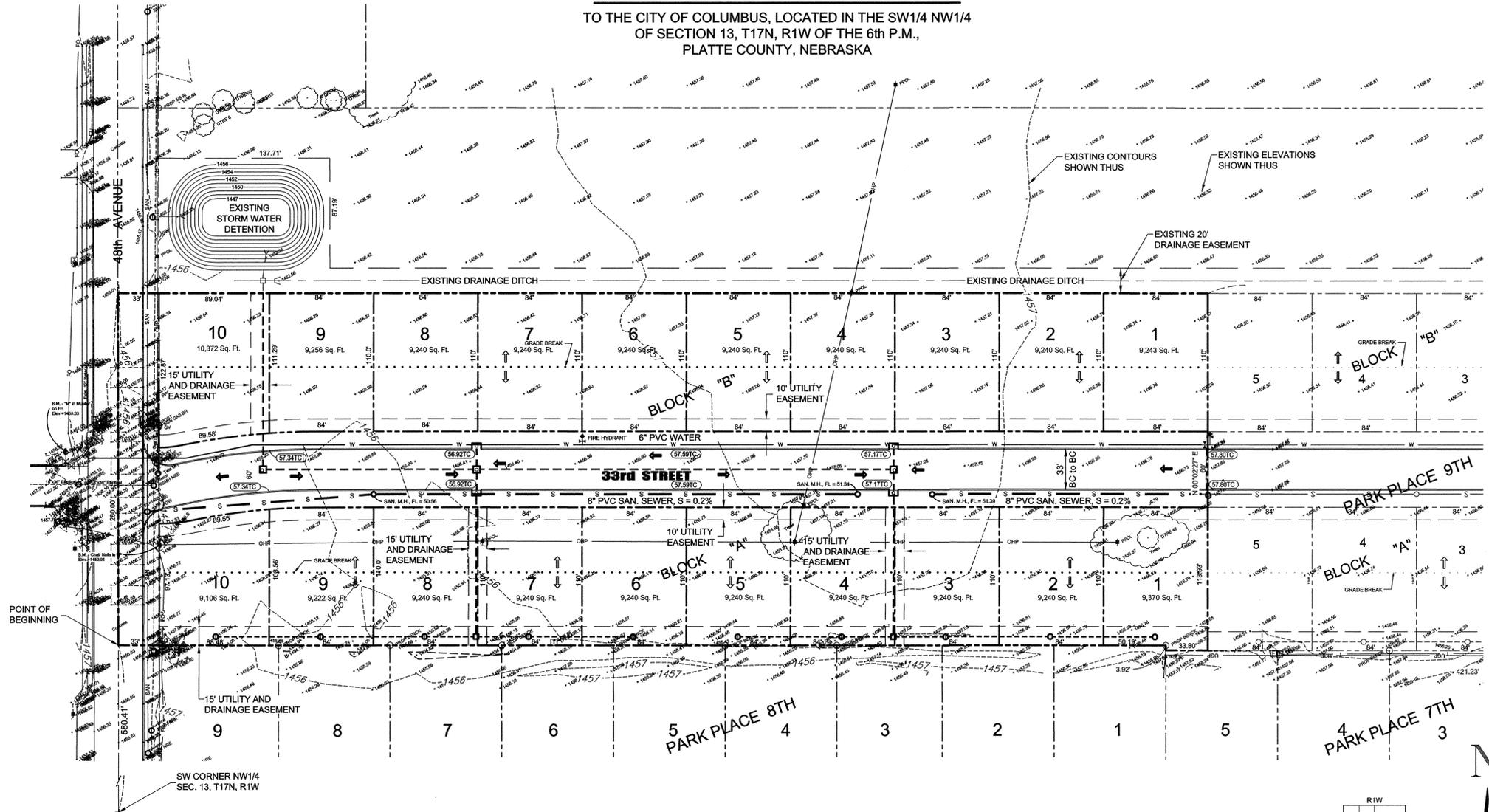


TYPICAL STREET EMBANKMENT CROSS SECTION  
NTS

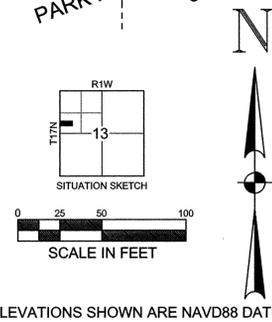
LEGAL DESCRIPTION

A tract of land located in the SW 1/4 of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the NW 1/4 of Section 13, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence N 00°03'40" W, on an assumed bearing on the west line of said NW 1/4, a distance of 580.41 feet to the point of beginning; thence S 89°56'06" E, on the north line of Park Place 8th Addition, a distance of 843.64 feet, to the northeast corner of Lot 1, Block B, Park Place 8th Addition; thence S 00°02'53" E, on the east line of said Lot 1, Block B, Park Place 8th Addition, a distance of 3.92 feet, to the northwest corner of Lot 5, Block B, Park Place 7th Addition; thence S 89°55'14" E, on the north line of said Lot 5, a distance of 33.80 feet, to the southwest corner of Lot 5, Block A, Parkplace 9th Addition; thence N 00°02'27" E, on the west line of Parkplace 9th Addition, a distance of 283.93 feet, to the northwest corner of Lot 5, Block B, Parkplace 8th Addition; thence N 89°56'06" W, a distance of 877.95 feet, to a point on the west line of the NW 1/4 of said Section 13; thence S 00°03'40" E, on said west line of the NW 1/4, a distance of 280.00 feet to the point of beginning, said tract of land containing 5.64 acres, more or less.



KEY MAP  
1" = 200'



ELEVATIONS SHOWN ARE NAVD88 DATUM

CITY COUNCIL APPROVAL

This preliminary plat of PARK PLACE 10TH ADDITION to the City of Columbus, Nebraska, approved by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

PLANNING COMMISSION

This preliminary plat of PARK PLACE 10TH ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, Lynn D. Birkei, a Registered Land Surveyor of the State of Nebraska, hereby certify that this Preliminary Plat of PARK PLACE 10th ADDITION was made under my direction.

Signed this 14th day of FEBRUARY, 2022

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



Diggers Hotline of Nebraska 1-800-331-5666

GILMORE & ASSOCIATES, INC.  
Engineers-Surveyors

PARK PLACE 10th ADDITION  
COLUMBUS, NEBRASKA  
PRELIMINARY PLAT

DRN BY	RTK/LDB
DATE	02/14/2022
SCALE	AS SHOWN
PROJ.	211.878
F.B.	
SHEET	1 of 1

13.F. Application of Granville Custom Homes, LLC for preliminary plat of West Elks 2nd Subdivision (south of 68 Street and 56 Avenue Place) and request for waiver of subdivision regulations for length of cul-de-sac. (Planning Commission recommends approval.)

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 9, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** West Elks 2<sup>nd</sup> Subdivision – Preliminary Plat

**RECOMMENDATION:**

I recommend the approval of the preliminary plat of West Elks 2<sup>nd</sup> Subdivision as it is amenable with the future land use and is in accordance with the Unified Land Development Ordinance with the waiver request on the length of the cul-de-sac road.

**DISCUSSION:**

The addition consists of 26 residential lots and 3 outlots. The street will require a waiver of cul-de-sac roadway length. The street right-of-way and easements will be dedicated to the public. The storm water treatment facility is within Outlot B.

The subdivision is within the City's extraterritorial jurisdiction but outside of the city annexation opportunity at this time.

**FISCAL IMPACT:**

No city utilities or roadways.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Daniel Curtis

**SIGNATURE:**

By: Richard J. Bogus

Approved By: 

**MAJOR APPLICATION  
FOR SUBDIVISION OR ADDITION  
**PRELIMINARY PLAT** / FINAL**

(CIRCLE ONE)

DATE: January 24, 2022

NAME OF SUBDIVISION: West Elks 2nd Subdivision

NAME OF PROPERTY OWNER: Granville Custom Homes, LLC

**CONTACT INFORMATION:**

NAME OF REPRESENTATIVE OR PROPERTY OWNER: Steven Ramaekers

ADDRESS OF REPRESENTATIVE OR PROPERTY OWNER: 4514 Howard Blvd, Columbus, NE 68601

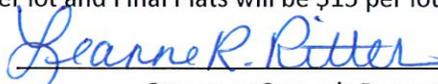
PHONE NUMBER: 402-276-3476

REPRESENTATIVE OR PROPERTY OWNER E-MAIL: steven@granville-homes.com

NUMBER OF LOTS IN SUBDIVISION: 26 and 1 outlet

ADDRESS OF SUBDIVISION: Part of the E 1/2 of the NW 1/4 of S2, T17N, R1W

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



Owner or Owner's Representative

Steven Ramaekers

Attorney / Legal Counsel for Applicant

Development Agreement submitted on: \_\_\_\_\_

City Attorney

Neal Valorz – [nvalorz@1492law.com](mailto:nvalorz@1492law.com)

Gene G. Schumacher – [gschum@1492law.com](mailto:gschum@1492law.com)

Addendum to Subdivision Application for West Elks 2<sup>nd</sup> Subdivision  
Waiver Request

Developer requests a waiver of the cul-de-sac length restriction for this development.

The design of West Elks 2<sup>nd</sup> as the second prong of a wishbone design was understood in 2012 when the street design and grading plan of West Elks was approved.

*Steven Ramaekers*

Steven Ramaekers

Granville Custom Homes, Inc.

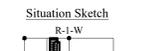
PRELIMINARY PLAT  
**WEST ELKS 2nd SUBDIVISION**  
 A Subdivision of Part of the East 1/2 of the Northwest 1/4 of Section 2, T17N, R1W  
 of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR  
 Date: December 15, 2021  
 Scale: 1"=100'  
 Project Number: S-071-128



- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance
- C Calculated Distance



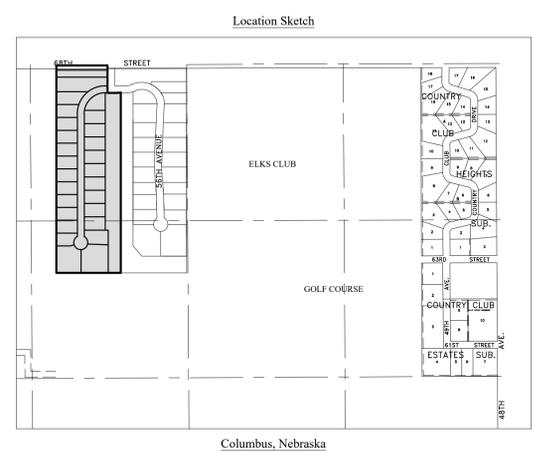
SECTION 2  
 Platte County, Nebraska

**DEVELOPER:**  
 Steven Ramaekers  
 Granville Custom Homes, Inc.  
 4514 Howard Blvd.  
 Columbus, NE 68601

**ENGINEER:**  
 John A. Zwingman  
 Advanced Consulting Engineering Services  
 133 W. Washington Street  
 West Point, NE 68788  
 Phone: 402-372-1923

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

**Zoning:**  
 Existing Zone: RR - Rural Residential  
 Proposed Zone: R1 - Single Family Residential



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

**FIELD NOTES**

- A) Northwest Corner, Section 2, T17N, R1W: Found 1" Iron Pipe. 47.18' NE to Nail in Corner Fence Post. 47.20' NW to Nail in Power Pole. 48.45' SW to Nail and Disc in Corner Fence Post. 56.91' SW to Nail on Top of Fence Post.
- B) Northeast Corner, Northwest 1/4, Section 2, T17N, R1W: Found 1" Iron Pipe. 32.85' North to "X" Nails in Power Pole. 32.78' South to 1" Iron Pipe on North Side of 18" Tree. 76.54' NE to Nail and Disc in Power Pole.
- C) West 1/4 Corner, Section 2, T17N, R1W: Found 1-1/2" Iron Pipe. 36.35' WSW to 5/8" Iron Bar Witness. 43.24' NW to Nail & Disc in Power Pole. 32.94' East to 5/8" Rebar with Cap, LS#455.
- D) Center of Section 2, T17N, R1W: Set 5/8"x24" Iron Bar with Cap, LS#550. Corner falls on SW side of Corner Fence Post. 10.91' South to Nail in Fence Post. 8.64' North to Nail in Fence Post. 19.17' North to Nail in Fence Post.
- E) East 1/4 Corner, Section 2, T17N, R1W: Found Mag Spike with Washer in Asphalt as Recorded by Thomas A. Tremel, LS#455, dated July 27, 2011. 33.88' East to "X" Nails in Power Pole. 32.91' West to "X" Nails in Stub Power Pole. 33.06' West to 5/8" Rebar with Cap, LS#473. 53.45' NE to Drill Hole in Top Center of Concrete Headwall. On Centerline of 48th Avenue (North-South).
- F) South 1/4 Corner, Section 2, T17N, R1W: Found Iron Shaft "n" +.4 feet deep. 88.36' WSW to Nail & Disc in Power Pole. 32.95' South to 5/8" Rebar with Cap, LS#455. 21.40' SSW to Mag-Nail in Top of CMP, South end. 22.57' NNW to Mag-Nail in Top of CMP, North end. Corner is 11.5' East to North-South CMP Culvert.

**LEGAL DESCRIPTION**  
 A Tract of land located in the East 1/2 of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of Section 2, T17N, R1W of the 6th P.M., Platte County, Nebraska; thence S 90°00'00" W on the North line of said Northwest 1/4, 680.00 feet to the Point of Beginning; thence S 90°00'00" W on said North line, 564.00 feet; thence S 00°00'00" W and perpendicular to said North line, 1817.53 feet; thence N 89°51'02" E and parallel to the South line of said Northwest 1/4, 1243.96 feet to a point on the East line of said Northwest 1/4; thence N 00°00'01" W on said East line, 39.69 feet to the Southeast corner of the Corrected Survey of West Elks Replat, Platte County, Nebraska; thence S 90°00'00" W on the South line of said Corrected Survey of West Elks Replat, 566.27 feet to the Southwest corner of said Corrected Survey of West Elks Replat; thence N 00°00'00" E on the West line of said Corrected Survey of West Elks Replat and perpendicular to said North line, 1543.53 feet to a point of tangency on the South Right-of-Way line of 56th Avenue Place; thence Southwesterly on a 360.00 foot radius curve to the left on said Right-of-Way line, 45.94 feet of which said curve has a chord bearing of S 86°20'40" W, 45.91 feet to a point of tangency on said Right-of-Way line; thence S 90°00'00" W on said Right-of-Way line, 67.91 feet; thence N 00°00'00" W, 235.00 feet to the Point of Beginning, containing 28.16 acres, more or less.

**SURVEYOR'S CERTIFICATE**  
 I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on January 6, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

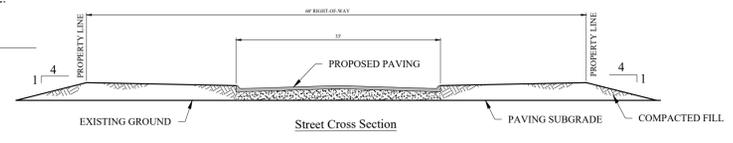
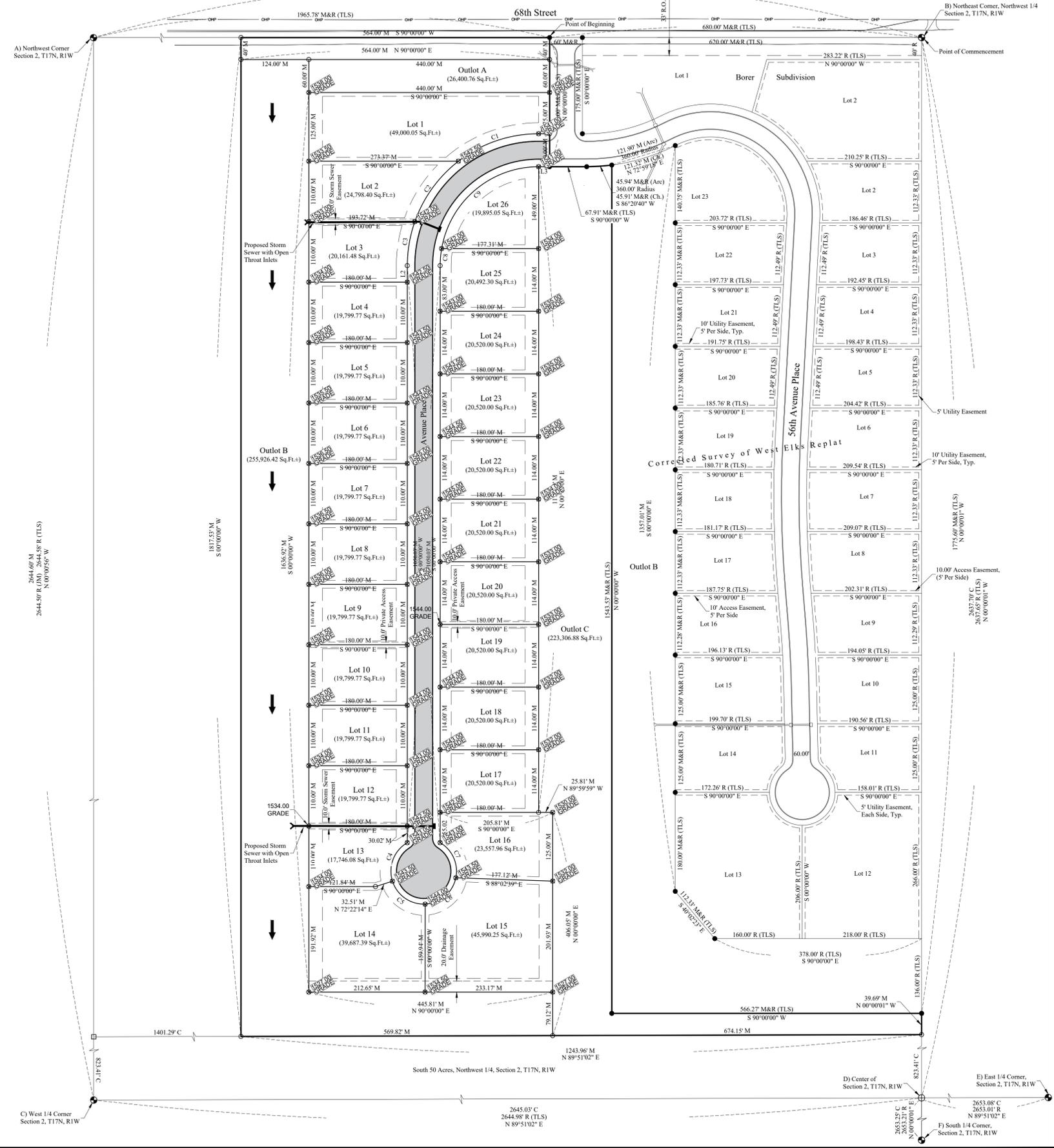


Terry L. Schulz, State of Nebraska, R.L.S. #550 Date \_\_\_\_\_  
**COLUMBUS, NEBRASKA PLANNING COMMISSION**  
 This Preliminary Plat of WEST ELKS 2ND SUBDIVISION to the City of Columbus, Nebraska  
 approved by the Planning Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman \_\_\_\_\_  
**COLUMBUS, NEBRASKA CITY COUNCIL**  
 This Preliminary Plat of WEST ELKS 2ND SUBDIVISION to the City of Columbus, Nebraska  
 approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Curve Data	Line Data
C1 Radius= 240.00' Arc Length= 157.75' M Chord Length= 154.92' M N 71°10'13" E	L1 20.00' M N 90°00'00" W
C2 Radius= 240.00' Arc Length= 137.69' M Chord Length= 135.81' M N 35°54'20" E	L2 30.00' M S 00°00'01" W
C3 Radius= 240.00' Arc Length= 81.56' M Chord Length= 81.16' M N 09°44'08" E	L3 20.00' M S 90°00'00" E
C4 Radius= 60.00' Arc Length= 81.29' M Chord Length= 75.22' M S 21°11'08" W	
C5 Radius= 60.00' Arc Length= 78.43' M Chord Length= 73.00' M S 55°02'27" E	
C6 Radius= 60.00' Arc Length= 79.55' M Chord Length= 73.89' M N 49°27'24" E	
C7 Radius= 60.00' Arc Length= 74.88' M Chord Length= 70.12' M N 24°14'42" W	
C8 Radius= 180.00' Arc Length= 31.15' M Chord Length= 31.11' M N 04°57'30" E	
C9 Radius= 180.00' Arc Length= 251.59' M Chord Length= 231.60' M N 49°57'30" E	



13.G. Application of Friedhof Room at Schwesers for Special Designated License in an outdoor area on 27 Avenue from 13 Street to the alley between 12 Street and 13 Street from 1 p.m. to 1 a.m., April 30, 2022, with an alternate date of September 24, 2022, for a street festival.



# COLUMBUS POLICE DEPARTMENT

2330 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL  
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES L. SHERER, CHIEF OF POLICE

A handwritten signature in black ink, appearing to read "Charles L. Sherer", is written over the printed name.

DATE: MARCH 3RD, 2022

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
FRIEDHOFF ROOM AT SCHWESER'S  
1270 27TH AVENUE  
COLUMBUS, NEBRASKA  
ROB GASPER, SUPERVISOR

This application for a special designated license is for the purpose of serving beer wine and spirits to attendees of an outdoor street festival on April 30th, 2022, from 1:00 P.M. until 1:00 A.M. on 27th Avenue between 13th Street south to the alley. This event will be supervised by Rob Gasper. It is expected that approximately 500 people will attend this event. Investigator Haynes spoke with Rob Gasper about this event.

Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. They will allow individuals in who are under 21, but they will not be given a wristband or be served. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times. There will be both visible and undercover security at the event.

This report will serve as notice that local law enforcement has been informed in advance of this event.

**Special Designated License  
Local Recommendation (Form 200)**  
Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**FILED**

FEB 23 2022

**CITY CLERK  
COLUMBUS, NEBR**

Friedhof Room at Schwesers

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1270 27th Ave. Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

122436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 4/30/22

Event Date(s):

Event Start Time(s): 1pm

Event End Time(s): ~~4:00pm~~ 1am

Alternate Date: 9/24/22

Alternate Location Building & Address:

Event Building Name: The Friedhof Building - Outside 27th Ave. Columbus, NE 68601

Event Street Address/City: 1270 27th Ave.

Indoor area to be licensed in length & width:      X     

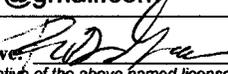
Outdoor area to be licensed in length & width: 150' x 70' (Diagram Form #109 must be attached)

Type of Event: Street Festival Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rob Gasper Event Contact Phone Number: 402-910-6838

Event Contact Email: por928s4@gmail.com

\*Signature Authorized Representative:  Printed Name Robert Gasper  
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

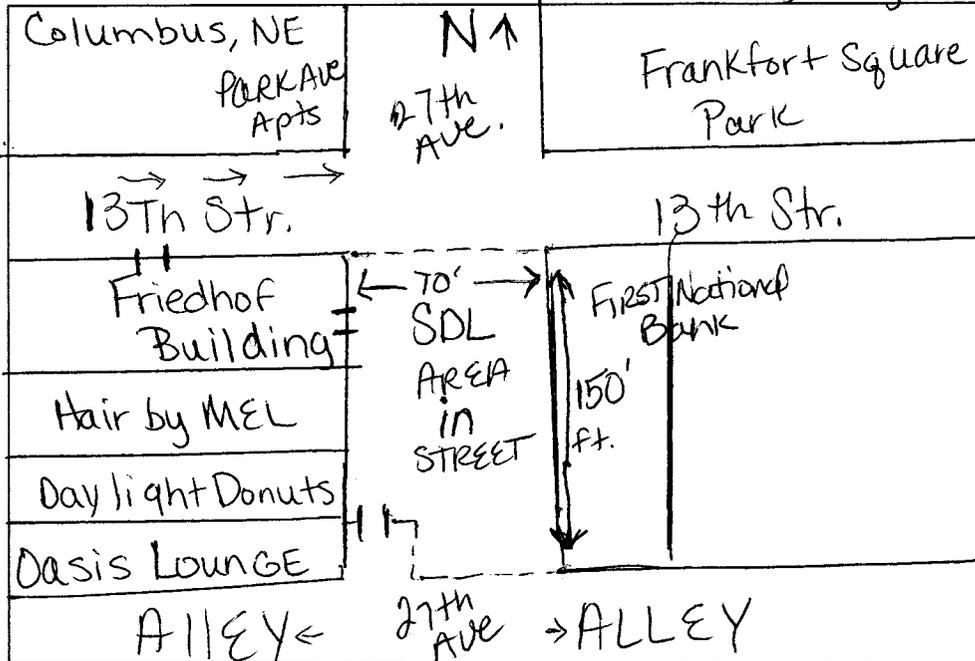
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Private Security (Visible & Under Cover)

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

----- Snow Fencing will secure the area with attendants at each entrance giving verified wrist bands.



27th Avenue Street Closure from  
13th Street to Alley between 13th St. & 12th St.  
70' w x 150' L area

Form 109  
Rev Nov 2016

Entrances: #1 North Door of Friedhof Building  
#2 Gate/Checkin Outside Oasis Lounge

13.H. Review of county industrial tracts.



# The City of Columbus

**RESPONSIBLE • RESPONSIVE • REPUTABLE**  
Administration Office (402) 562-4232 Fax (402) 563-1380

## memorandum

**DATE:** March 16, 2022  
**FROM :** Tara Vasicek, City Administrator   
**TO:** Mayor and City Council Members  
**RE:** County Industrial Tracts

### RECOMMENDATION:

I would like to recommend the City request Platte County to review the tracts detailed below. The tracts are within the City of Columbus zoning jurisdiction.

### DISCUSSION:

Nebraska state law, section 13-111 through 13-1121, has identified the uses permitted within industrial areas. State law has also provided a method of withdrawing those areas which do not meet the definition of industry as provided in Section 13-1111. Section 13-1121 provides that "in 1980, and every even numbered year thereafter, during the month of March, the County Board of Supervisors shall at the request of the municipal governing body, consider any or all industrial tract designations for review". Property may be withdrawn from an industrial tract for the following reasons:

1. The property is no longer suitable for industrial purposes.
2. The property is being used for a non-industrial purpose.
3. The property is being used for a non-industrial enterprise.
4. The property has not had any improvements for seven years from the date of original industrial tract designation.
5. The property is not in compliance with local zoning regulations.
6. The property is not platted in accordance with local zoning regulations.

Industry is defined as follows in Section 13-1111 of the Nebraska Revised Statutes:

1. Any enterprise whose primary function is to manufacture, process, assemble, or blend any agricultural, manufactured, mineral or chemical products.
2. Any enterprise that has its primary function that of storing, warehousing or distributing, specifically excluding those operations whose primary function is to sell directly to the general public.



3. Any enterprise whose primary function is research in connection with any of the foregoing or which primarily exists for the purpose of developing new products, new processes or improving existing products or known processes.
4. Should a tract of land be withdrawn from a county industrial site, it is subject to annexation without the consent of the owner. The tract of land must meet the usual requirements of suburban or urban in character and be contiguous to the existing city limits.

A map of the following county industrial tracts is attached.

Based upon my review of the County Industrial Tracts, I believe that the attached listed of parcels does not meet the qualifications to be included in an industrial tract as provided by State law.

Based on a basic review of the properties listed, it is assumed that all of the parcels have either been vacant for 7 years or the current owner is not utilizing the land for industrial purposes in accordance with the definition as detailed in Section 13-1111 of the Nebraska Revised Statutes (see Attachment C).

This legislative session, Senator Moser introduced LB983 at my request to assist the City and the County in determining if a property use is in conformance with the law. With its passage, property owners must prove their use of the property meets the industrial definition in Section 13-1111, where previously verbal claims would suffice. With City Council approval to make this request of Platte County, I will mail the attached form to the property owners listed in the attached. This form asks clear questions that will determine a properties eligibility as provided by state law. A property/parcel may be an industrial use type according to the City of Columbus zoning code, but may not meet the definition of an industrial use as provided in section 13-1111.

#### **FISCAL IMPACT:**

Annexation of this property may lead to additional tax revenue.

#### **ALTERNATIVE:**

Allow the property to remain in the industrial tract.

#### Attachments

- A. List of Industrial Tracts Parcels to be reviewed
- B. Map of Industrial Tracts
- C. Form for property owners

<u>Parcel ID#</u>	<u>Owner Name</u>	<u>Property Address</u>
<b>INDUSTRIAL TRACT #1 - generally 17th Street to 23rd Street, 10th Avenue to 16th Avenue</b>		
710020069	C K C INC	23 ST & 14 AVE
710020223	COTTONWOOD REAL ESTATE LLC	1758 10 AVE
710148550	COLFAX PROPERTIES LLC %RAYMOND H BECKER	1107 17 ST
710020230	MICEK/DELVIN J & DEBBIE J	
<b>INDUSTRIAL TRACT #4 - Westside</b>		
710028378	BLAZER HOLDINGS LLC %BRENT V OGLE, PRESIDENT	5109 26 ST
710138260	RILEY/KEITH L & TAMARA K	5211 26 ST
710136244	HENKE/WAYNE D & GLORIA	2583 53 AVE
710028322	RILEY/KEITH L & TAMARA K	2675 53 AVE
710028301	FUCHS/ALVIN J & HELEN A	2781 54 AVE
710028294	FUCHS/ALVIN J & HELEN A	2781 54 AVE
710028329	JLO PROPERTIES	5220 26 ST
710138267	PETERSON/MARVIN D & ROSALIE C	5205 26 ST
710136251	ZOUCHA/MARVIN L & BARBARA A	2561 53 AVE
710028287	WALKER RENTAL PROPERTIES LLC	5321 29 ST
710028315	WHITE FOX LLC	5331 27 ST
<b>INDUSTRIAL TRACT #5 - 8th Street North of Pawnee Park</b>		
710166092	THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION	8th Street
710167198	LOUP PUBLIC POWER DISTRICT	
710023947	SMITH/JASON FREDRIC ETAL	3828 8 ST
<b>INDUSTRIAL TRACT #6 - South of 23rd street, East 10th Ave</b>		
710021420	BETTENHAUSEN 2070 LLC	2070 E 11 AVE
710129503	BETTENHAUSEN 2070, LLC	
710021427	MOHRMANN/GENE D & JUDITH M	2256 E 11 AVE
<b>INDUSTRIAL TRACT #7 - South of 23rd St, East 29th Ave to East 32nd Ave</b>		
710017423	P & B LLC % BRAD HARSE	2271 E 29 AVE
710157727	SERC LLC	2154 E 32 AVE
710163474	Lehr parcel along Hwy	
710154927	BLACK HILLS/NEBRASKA GAS UTILITY COMPANY	3132 E 18 ST
710017507	COUNTY OF PLATTE STATE OF NEBRASKA	2282 E 32 AVE
<b>INDUSTRIAL TRACT #8 - South of 23rd St, near # 29th Ave</b>		
710139611	EKM3 LLC	1864 29 AVE
710153184	STEFFY PROPERTIES LLC	2215 E 23 ST

**INDUSTRIAL TRACT #9 - South of UPRR and West of 3rd Ave**

710027944

POPE/PATRICK L & JACALYN K

710027930

STENGER/JUSTIN L & MICHELLE K

1251 5 AVE

**INDUSTRIAL TRACT #10 - North of 23rd Street, West of Loup Canal**

710138022

MP COLUMBUS NE LLC

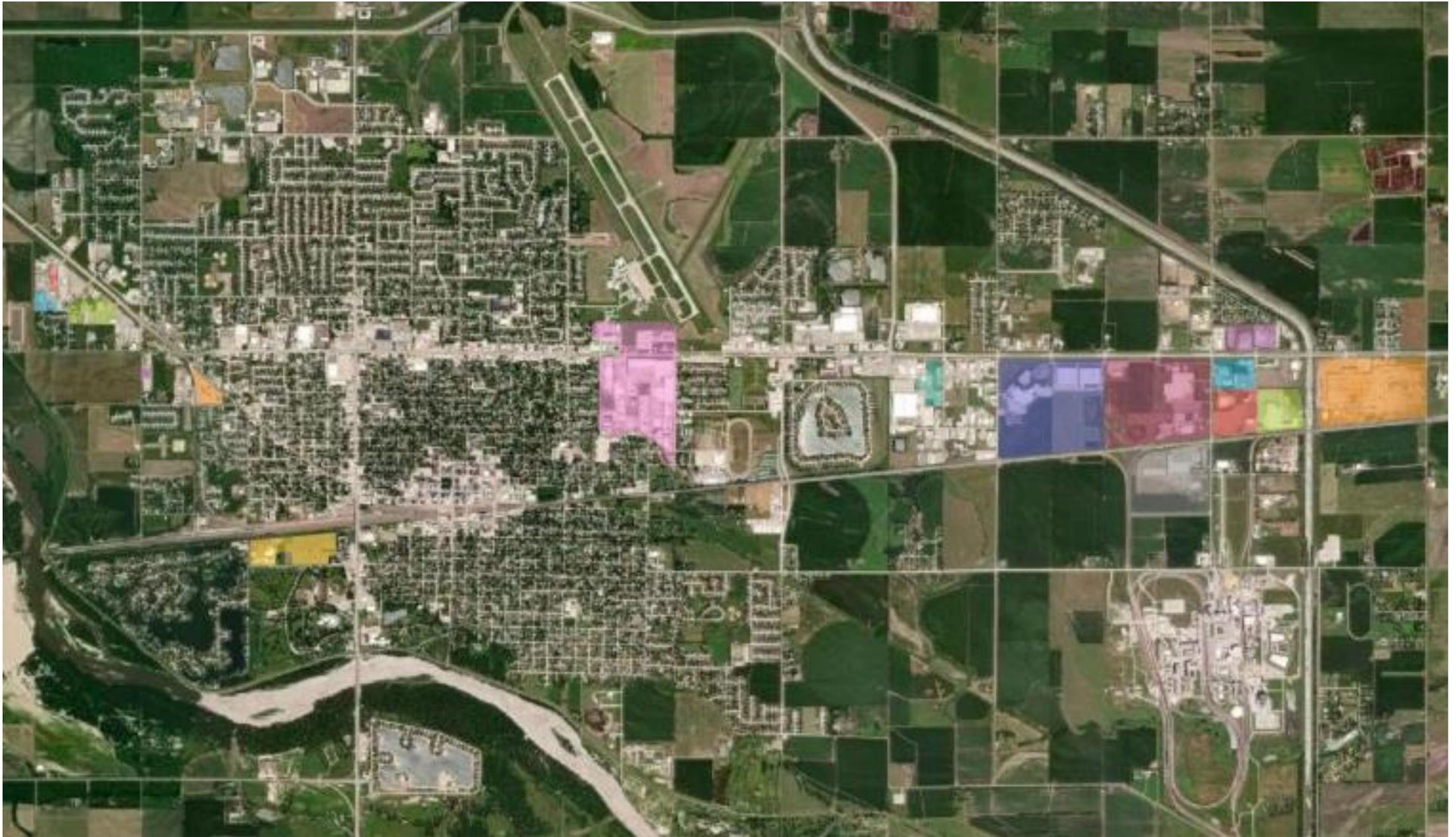
3130 E 23 ST

710131813

WEST COMPANIES %NICKEL & COMPANY LLC

3012 E 23 ST

# INDUSTRIAL TRACTS



As the property owner of \_\_\_\_\_, which is located in a county industrial tract, you are required by Nebraska State Statute section 13-1121 to provide information related to the use of the property for review by the City and County.

Please return this completed form to the following addresses by \_\_\_\_\_.

[City]

[Mailing Address]

Property Owner Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

- 1) Is the property undeveloped or vacant land? *(circle one)*                      Yes      No
- 2) If the property is undeveloped or vacant land, how many years has it been undeveloped and/or vacant?

3) If the business located at the above property engages in the 'type of business operations' described in the table below, indicate so by checking the 'Yes' box, if they do not, indicate so by checking the 'No' box. If the answer is yes, provide a brief description of the corresponding business operation.

Yes	No	Type of Business Operation	Brief Description of business operation
		Primary function is manufacturing, processing, assembling, or blending of any agricultural, manufactured, mineral or chemical products.	
		Primary function is storing, warehousing, or distributing (excluding operations whose primary function is to directly sell to the general public)	
		Primary function is research in connection with any of the foregoing.	
		Business primarily exists for the purpose of developing new products or new processes, or improving existing products or known processes.	
		Is the property used for personal storage by the property owner or public?	

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>For Local Government Use</b>	
The _____ (City) _____ (County) _____ determines that the above referenced property: <i>(check all that apply)</i>	
<input type="checkbox"/>	Is no longer suitable for industrial purposes
<input type="checkbox"/>	Is being used for nonindustrial enterprises
<input type="checkbox"/>	Has had no improvements or industrial buildings thereon within seven years from the date of original industrial designation
<input type="checkbox"/>	Is not in compliance with the City's zoning ordinance
<input type="checkbox"/>	Is no longer in compliance with the definition of industry
<input type="checkbox"/>	Is in compliance with the definition of industry

13.I. Plans, specifications, estimate of cost in the amount of \$150,000, and authorization to advertise for bids for Sanitary Sewer Rehabilitation 2022. (Plans and specifications on file in engineering department.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 17, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Sanitary Sewer Rehabilitation 2022

**RECOMMENDATION:**

I recommend approval of the plans, specifications, cost estimate in the amount of \$150,000 for the above-referenced project, and to authorize staff to advertise for bids.

**DISCUSSION:**

The project locations are as follows and as shown on the attached map:

- Alley between 21<sup>st</sup> and 22<sup>nd</sup> Streets and 22<sup>nd</sup> to 25<sup>th</sup> Avenues
- Alley between 20<sup>th</sup> and 21<sup>st</sup> Streets and 27<sup>th</sup> and 28<sup>th</sup> Avenues
- Alley between 12<sup>th</sup> and 13<sup>th</sup> Streets and 27<sup>th</sup> and 28<sup>th</sup> Avenues
- Alley between 10<sup>th</sup> and 11<sup>th</sup> Streets and 22<sup>nd</sup> and 25<sup>th</sup> Avenues
- 12<sup>th</sup> Street between 40<sup>th</sup> and 41<sup>st</sup> Avenues
- Alley between 6<sup>th</sup> and 7<sup>th</sup> Streets and 16<sup>th</sup> and 17<sup>th</sup> Avenues

Work includes cast-in-place resin-impregnated flexible tube lining of existing sanitary sewer main and related work. These segments of main has failed due to sewer gases which build up when sewerage is not flowing properly. The cured in place liner will extend the life of the jointed pipes and provide better flows and ease of maintenance.

Design and construction phase services internally by the Engineering Department. If you have any questions or require additional information, please feel free to contact me.

**FISCAL IMPACT:**

\$150,000 which is 2021-2022 budget CIP 20-94.

**ALTERNATIVE:**

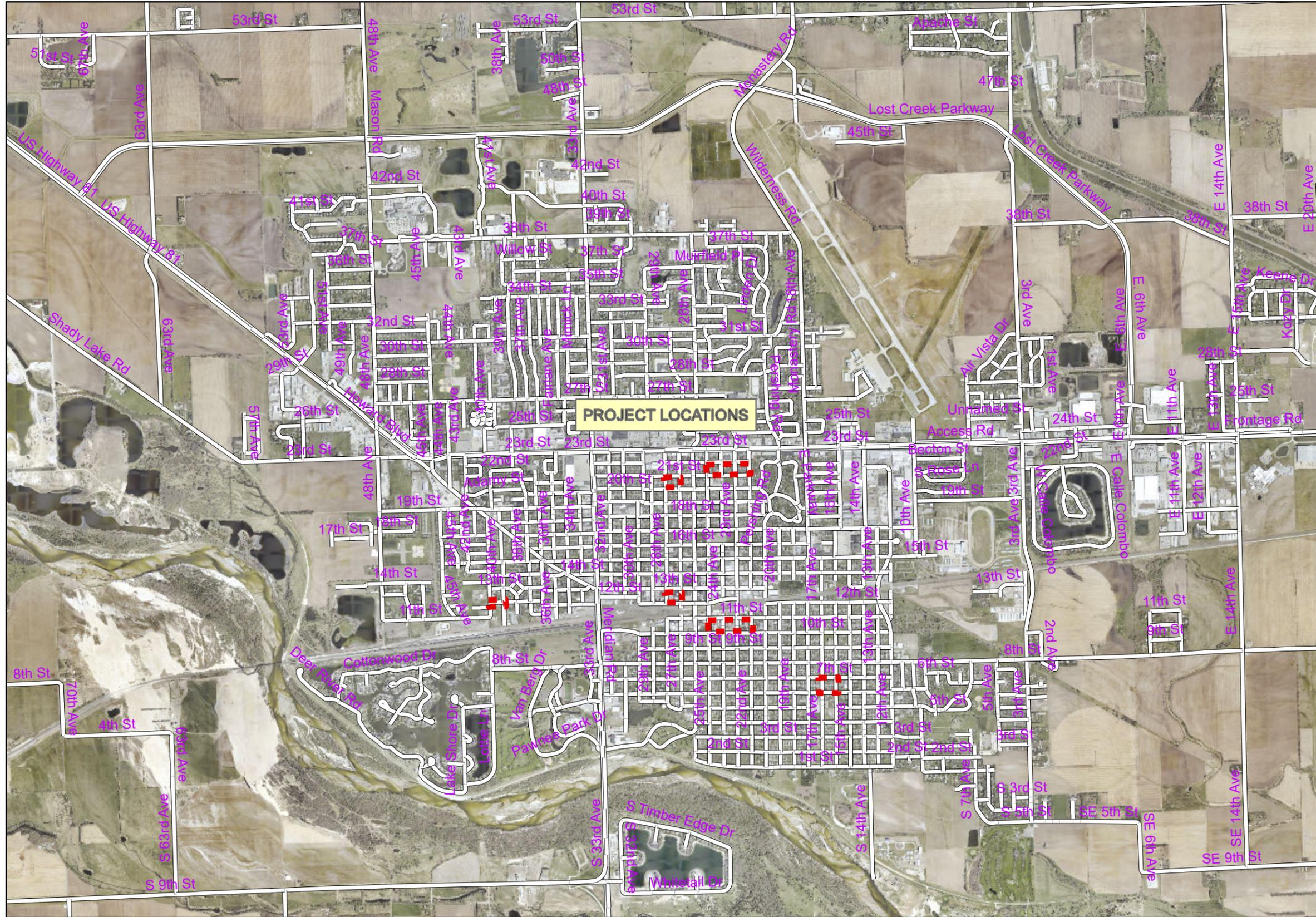
Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

# SANITARY SEWER REHABILITATION 2022



**PROJECT LOCATIONS**

QUANTITIES  
 365 L.F. OF 27" PIPE  
 286.4 L.F. OF 8" PIPE  
 2767.4 L.F. OF 6" PIPE  
 83 SERVICE TAPS

CITY OF COLUMBUS  
 ENGINEERING DEPARTMENT  
 COLUMBUS, NEBRASKA

**DIGGERSHOTLINE OF NEBRASKA**

Statewide  
1-800-331-5666

Nationwide  
811

[www.nc-diggers.com](http://www.nc-diggers.com)



# SANITARY SEWER REHABILITATION 2022



QUANTITIES  
 286.4 L.F. OF 8" PIPE  
 1032 L.F. OF 6" PIPE  
 33 SERVICE TAPS

CITY OF COLUMBUS  
 ENGINEERING DEPARTMENT  
 COLUMBUS, NEBRASKA



# SANITARY SEWER REHABILITATION 2022



0 TAPS

27" @ 365'

QUANTITIES  
365 L.F. OF 27" PIPE  
0 SERVICE TAPS

CITY OF COLUMBUS  
ENGINEERING DEPARTMENT  
COLUMBUS, NEBRASKA

**DIGGERSHOTLINE OF NEBRASKA**

Statewide  
1-800-331-5666

Nationwide  
811

[www.nc-diggers.com](http://www.nc-diggers.com)

# SANITARY SEWER REHABILITATION 2022



QUANTITIES  
344.4 L.F. OF 6" PIPE  
7 SERVICE TAPS

CITY OF COLUMBUS  
ENGINEERING DEPARTMENT  
COLUMBUS, NEBRASKA

**DIGGERSHOTLINE OF NEBRASKA**

Statewide  
1-800-331-5666  
Nationwide  
811  
[www.nc-diggers.com](http://www.nc-diggers.com)

13.J. Plans, specifications, estimate of cost in the amount of \$278,000 for base bid and combined additional amount of \$260,000 for four additional facilities, and authorization to advertise for bids for Fiber Optic South Ring and Community Building Relocation Project. (Plans and specifications on file in engineering department.)

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 17, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** South Fiber Ring & Community Building Relocation

**RECOMMENDATION:**

I recommend approval of the plans, specifications, cost estimate in the amount of Base Bid: \$150,000; Additional Project No. 1: \$65,000; Additional Project No. 2: \$25,000; Additional Project No. 3: \$30,000; and Additional Project No. 4: \$140,000 for the above-referenced project, and to authorize staff to advertise for bids.

**DISCUSSION:**

The project consists of 2.83 miles of new fiber optics to the following City facilities:

Base Bid:

- Relocation of fiber optics from new Community Building to Police Station
  - Eliminates fiber to City Hall and Old Police Station/Temporary Library
    - Switch over made when City Hall moves into Community Building
- Continuation of the City's south loop connecting: Station No. 2- Charlie Louis Fire Station, Quail Run Golf Course Pro Shop, Quail Run Golf Course Maintenance Shop, Wastewater Treatment Facility, Transfer Station, to the South Water Tower.

Additional Project No. 1:

- South Water Tower to Pawnee Park Baseball Stadium and Plunge

Additional Project No. 2:

- Pawnee Park Baseball Stadium to Pawnee Park Memorial Stadium

Additional Project No. 3:

- Pawnee Park Memorial Stadium to Van Berg Golf Course Pro Shop

Additional Project No. 4:

- North fiber ring at Lost Creek Parkway and 33<sup>rd</sup> Avenue to North Wellfield Control Building and Booster Station.

Work would begin immediately upon receipt of Notice Proceed and be complete by early July 2022.

**FISCAL IMPACT:**

Base bid and additional projects awarded to about \$398,000. Part of 2021-2022 CIP 19-09 in the amount of \$600,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

13.K. Plans, specifications, estimate of cost in the amount of \$80,000, and authorization to advertise for bids for Armor Coat Surfacing Improvements 2022. (Plans and specifications on file in engineering department.)

The City of **Columbus**

**MEMORANDUM**

---

---

**DATE:** March 17, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Armor Coat Surfacing Improvements 2022

**RECOMMENDATION:**

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of \$80,000 for Armor Coat Surfacing Improvements 2022, and to authorize staff to advertise for bids.

**DISCUSSION:**

Surfacing includes the parking lots of:

- Pawnee Park Legion Baseball Field
- Pawnee Park Football Field
- Bradshaw Park

Base bid is for aggregate surfacing and alternate bid is for limestone chip surfacing. Work would be coordinated with football, baseball and softball games.

Design and Construction Observation by the Engineering Department.

**FISCAL IMPACT:**

2021-2022 CIP21-68 in the amount of \$80,000

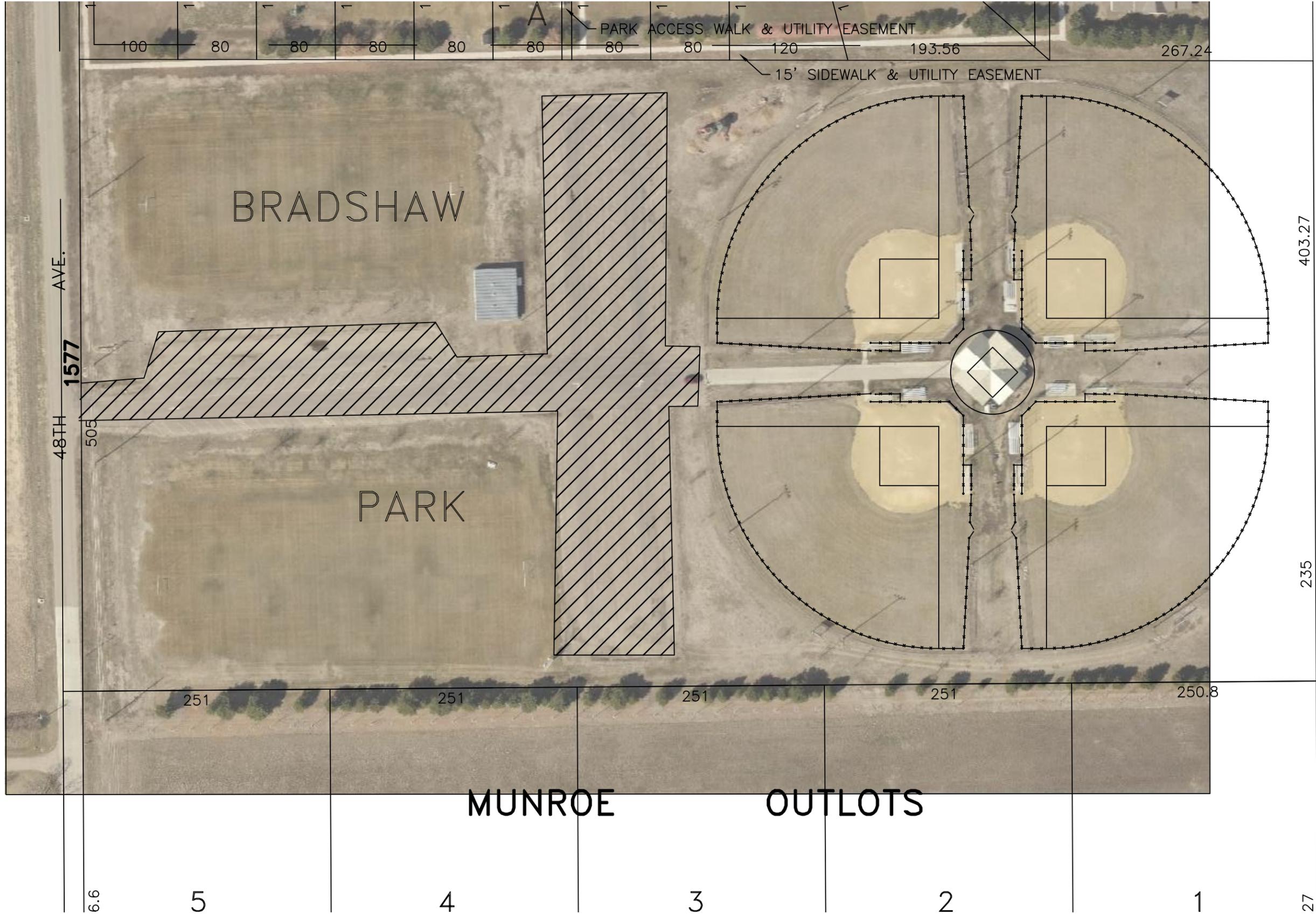
**ALTERNATIVE:**

Do not approve.

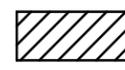
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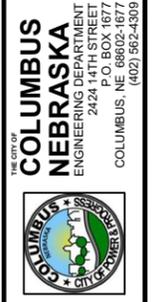
By: Richard J. Bogus

Approved By: [Signature]

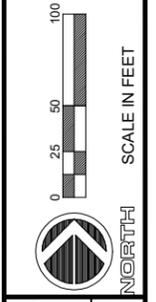


- GENERAL NOTES:**
1. ADJUST UTILITIES TO GRADE
  2. CONTACT CITY ENGINEER BEFORE STARTING PROJECT
  3. CITY OF COLUMBUS ENGINEERING OFFICE PHONE: 402-562-4236

 AREA TO BE RESURFACED



NO.	DATE	DESCRIPTION
1	3/10/21	Titleblock created
		REVISIONS



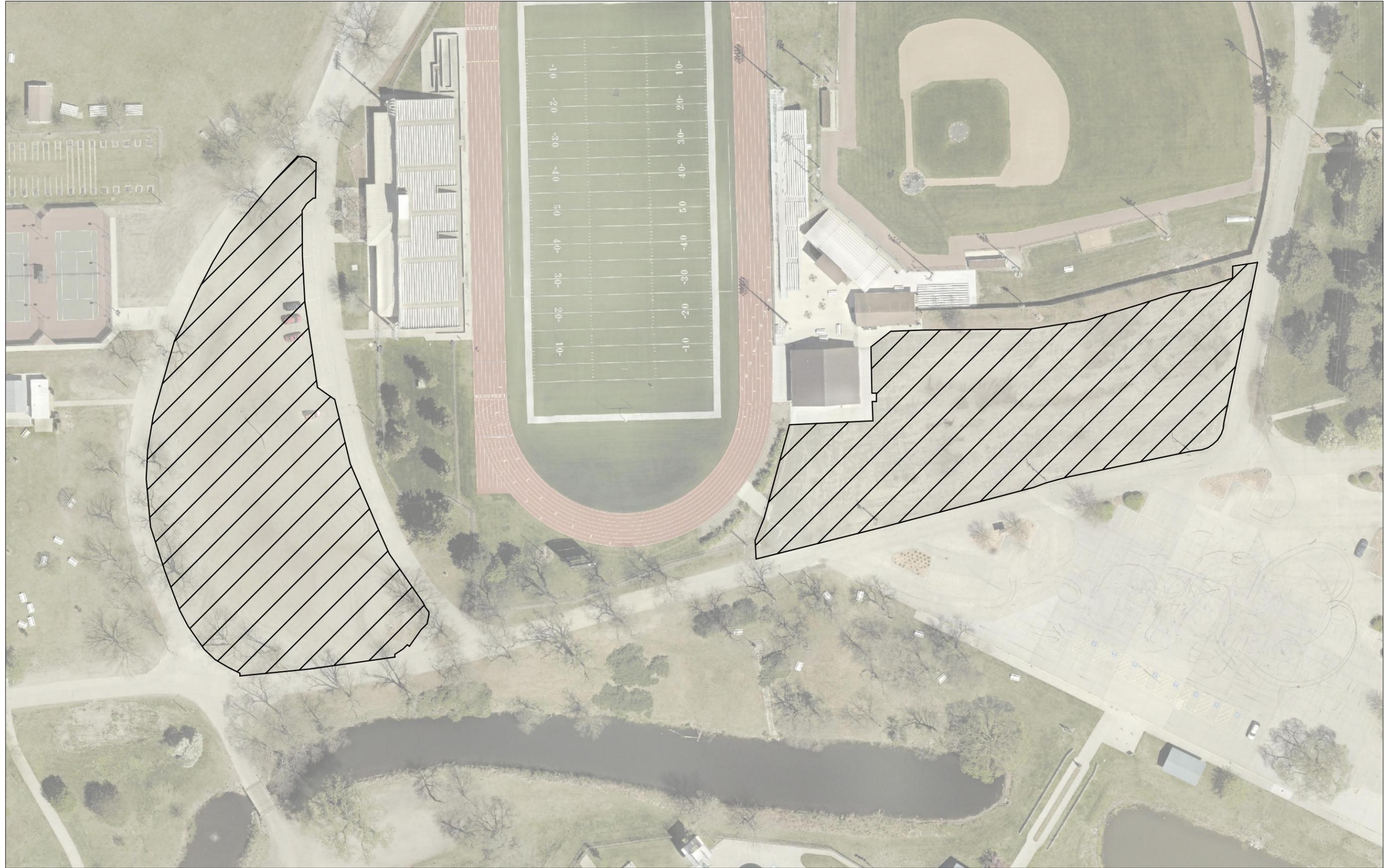
**BRADSHAW PARK**

DRN BY: B.L.I.  
DATE: 3/14/2022  
PROJ: \_\_\_\_\_

SHEET S-1

DRAWING LOCATION: I:\CITY MAPS\CITY2002\CIVIL3D DWG\2022 ARMOR COAT (PARKS)\BRADSHAWP.DWG  
LAST SAVED: Monday, March 14, 2022 2:26:20 PM

DRAWING LOCATION: I:\CITY MAPS\CITY2002\CIVIL3D DWG\2022 ARMOR COAT (PARKS)\MEMORIAL & BASEBALL PARKING.DWG  
LAST SAVED: Monday, March 14, 2022 2:25:56 PM



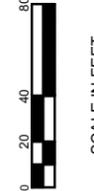
- GENERAL NOTES:**
1. ADJUST UTILITIES TO GRADE
  2. CONTACT CITY ENGINEER BEFORE STARTING PROJECT
  3. CITY OF COLUMBUS ENGINEERING OFFICE PHONE: 402-562-4236

 AREA TO BE RESURFACED

THE CITY OF  
**COLUMBUS**  
**NEBRASKA**  
ENGINEERING DEPARTMENT  
2424 14TH STREET  
COLUMBUS, NE 68902-1877  
(402) 562-4309



3/10/21 Titleblock created  
REVISIONS

 NORTH  
 SCALE IN FEET  
0 20 40 80

# MEMORIAL AND BASEBALL PARKING

DRN BY B.L.I.  
DATE 3/14/2022  
PROJ. \_\_\_\_\_

13.L. Plans, specifications, estimate of cost in the amount of \$179,700, and authorization to advertise for bids for Quail Run Golf Course Lake Rehabilitation 2022. (Plans and specifications on file in engineering department.)

**MEMORANDUM**

---

**DATE:** March 17, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Quail Run Golf Course Lake Restoration 2022

**RECOMMENDATION:**

I recommend approval of the plans, specifications, cost estimate in the amount of \$179,700 for the above-referenced project, and to authorize staff to advertise for bids.

**DISCUSSION:**

Work would include removal of the sediment from the March 2019 floods along the south, east, and west sides of the lake by a long reach excavator. The removal would include around the intake piping for the pump system feeding the irrigation system. The material will be temporarily deposited on City property located east of the Wastewater Treatment Facility. Once the material dries, the earthen material will be removed from this site, as it is in the floodway, and placed on City owned property by the Public Works and Public Property Departments.

Construction would begin around early-November 2022 in which the golf course would be closed at that time to allow the work to be done safely. The contractor access will be limited between the lake and temporary deposit location to limit damage to the course and cart paths.

City would fine grade and seed disturbed areas of the fairway as well as replace the concrete cart paths at the access crossings.

Project was approved by FEMA and in accordance with the City-FEMA agreement.

**FISCAL IMPACT:**

City portion in accordance with the agreement with FEMA. Part of 2021-2022 CIP 20-03 in the amount of \$250,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

DRAWING LOCATION: \\CITY\_MAPS\CITY\2022\CIVIL\3D DWG\2022 ARMOR COAT (PARKS)\CAD FILES\PROJECT TITLE1\_DWG  
LAST SAVED: Tuesday, March 15, 2022 9:29:59 AM



**COLUMBUS  
NEBRASKA**  
ENGINEERING DEPARTMENT  
405 S. W. 4th St.  
COLUMBUS, NE 68502-1977  
(402) 562-8000



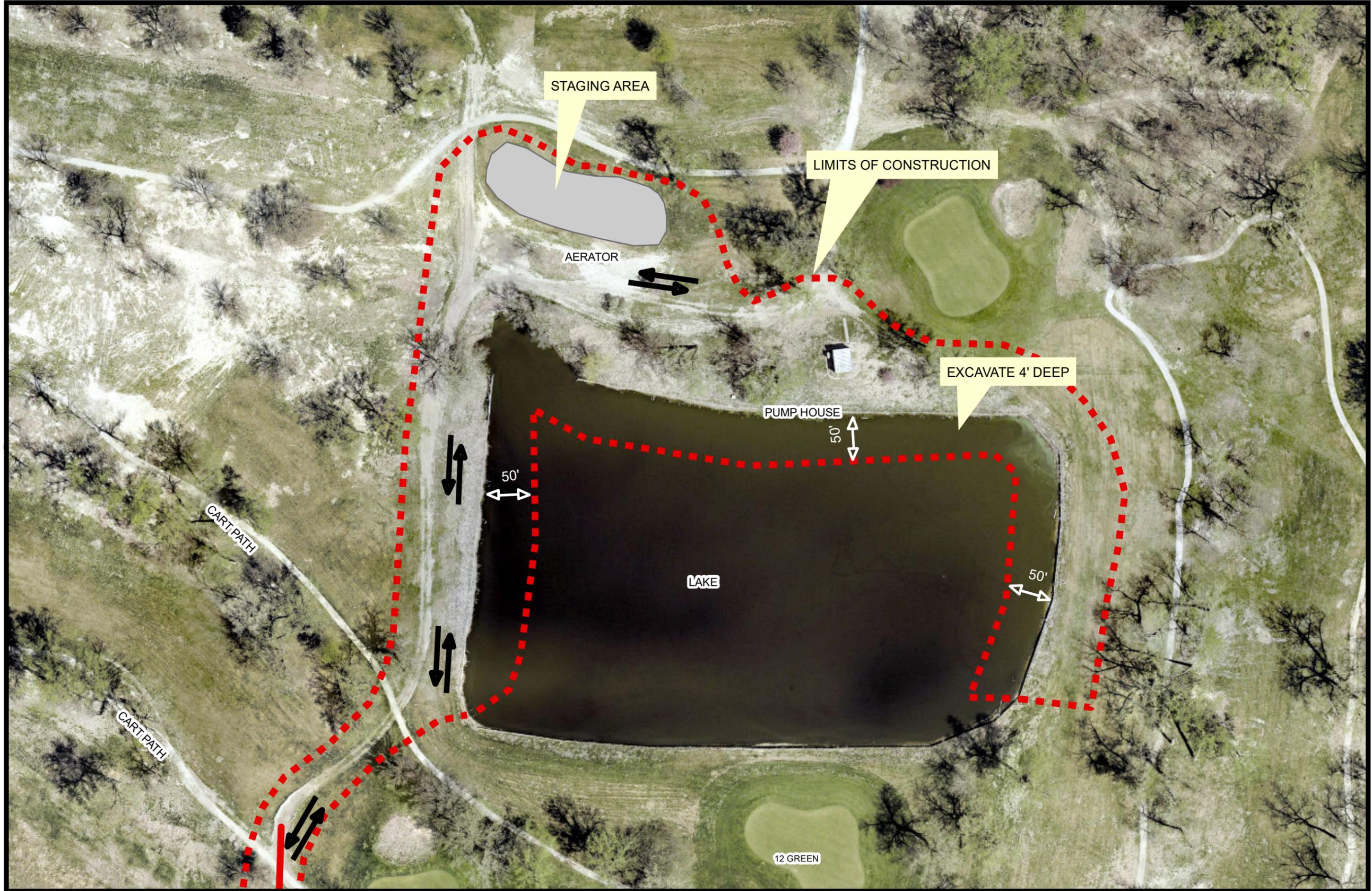
3/10/21 Title block created  
REVIS DWS

### QUAIL RUN LAKE REHABILITATION

DRN BY: B.L.L.  
DATE: 3/14/2022  
PROJ.:

SHEET  
S-1

DRAWING LOCATION: I:\CITY MAPS\CITY 2002\CIVIL\3D DWG\2022 ARMOR COAT (PARKS)\CAD FILES\PROJECT TITLE1.DWG  
LAST SAVED: Monday, March 14, 2022 2:25:42 PM



**COLUMBUS NEBRASKA**  
ENGINEERING & ARCHITECTURE  
P.L.L.C.  
1001 W. 16TH ST., SUITE 100  
COLUMBUS, NE 68502  
(402) 952-4399

3/1/21 Titleblock created  
REVISIONS

**QUAIL RUN  
LAKE REHABILITATION**

DRN BY: B.L.L.  
DATE: 3/14/2022  
PROJ:

13.M. Quote from Midstates Data Transport, LLC dba Stealth Broadband in the amount of \$114,047.22 for fiber optic ducts for South Fiber Optic Project.

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** March 17, 2022  
**FROM :** Richard J. Bogus, City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Quote from Midstates Data Transport dba Stealth Broadband for Fiber Duct

**RECOMMENDATION:**

I recommend approval of the quote from Midstates Data Transport dba Stealth Broadband in the amount of \$114,047.22 for vacant duct for use on the South Fiber Optic project.

**DISCUSSION:**

The project consists of 15,973 feet of existing fiber optic duct at the locations shown on the attached drawings. The purchase of the duct for use on the City's fiber rings will lower costs for the South Ring Fiber project. The cost to construct new fiber in lieu of purchasing these duct lines is a large cost savings. The City will own, locate, and maintain the duct.

Quote includes securing the duct by eliminating access by others in shared vaults and construction of vaults for City use. This work would begin immediately upon approval of the quote.

**FISCAL IMPACT:**

Lump Sum \$114,047.22. Part of 2021-2022 CIP 19-09 in the amount of \$600,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J Bogus

Approved By: [Signature]

**Midstates Data Transport, LLC d/b/a Stealth Broadband**  
PO BOX 634  
BLAIR, NE 68008 US  
(402) 347-1010  
mike.storjohann@turnkey-telecom.com

**Invoice 1213**



**BILL TO**  
City of Columbus  
PO Box 1677  
Columbus, NE 68601

DATE  
03/15/2022

PLEASE PAY  
**\$114,047.22**

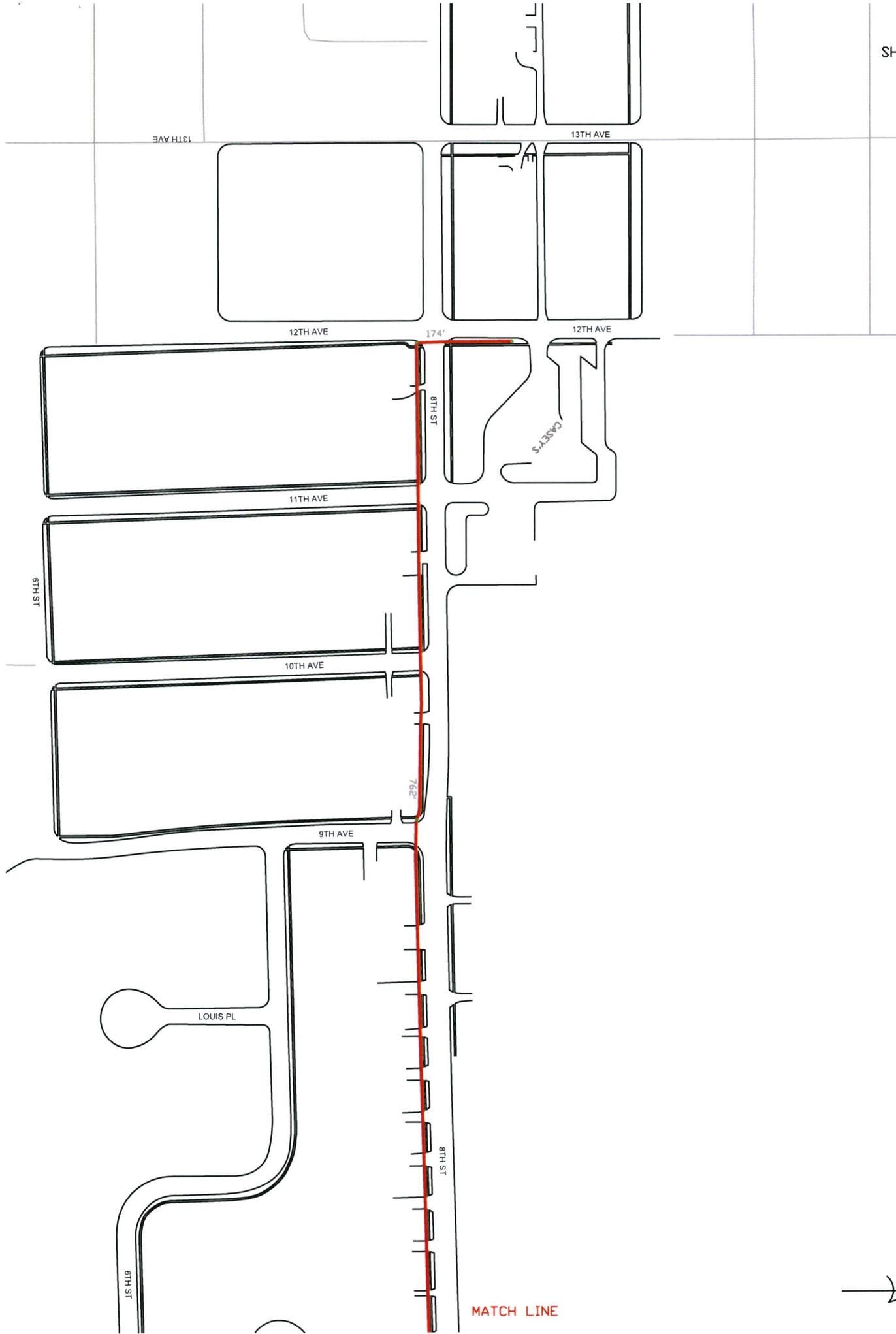
DUE DATE  
04/14/2022

DESCRIPTION	QTY	RATE	AMOUNT
Columbus South Ring - Vacant Duct	7,321	7.14	52,271.94
Columbus North Water Tower - Vacant Duct	8,652	7.14	61,775.28
City of Columbus Duct Purchase			
Once approved - Midstates will remove purchased duct from Midstates vaults and couple through.			
		<b>SUBTOTAL</b>	114,047.22
		<b>TAX</b>	0.00
		<b>TOTAL</b>	114,047.22

**TOTAL DUE**

**\$114,047.22**

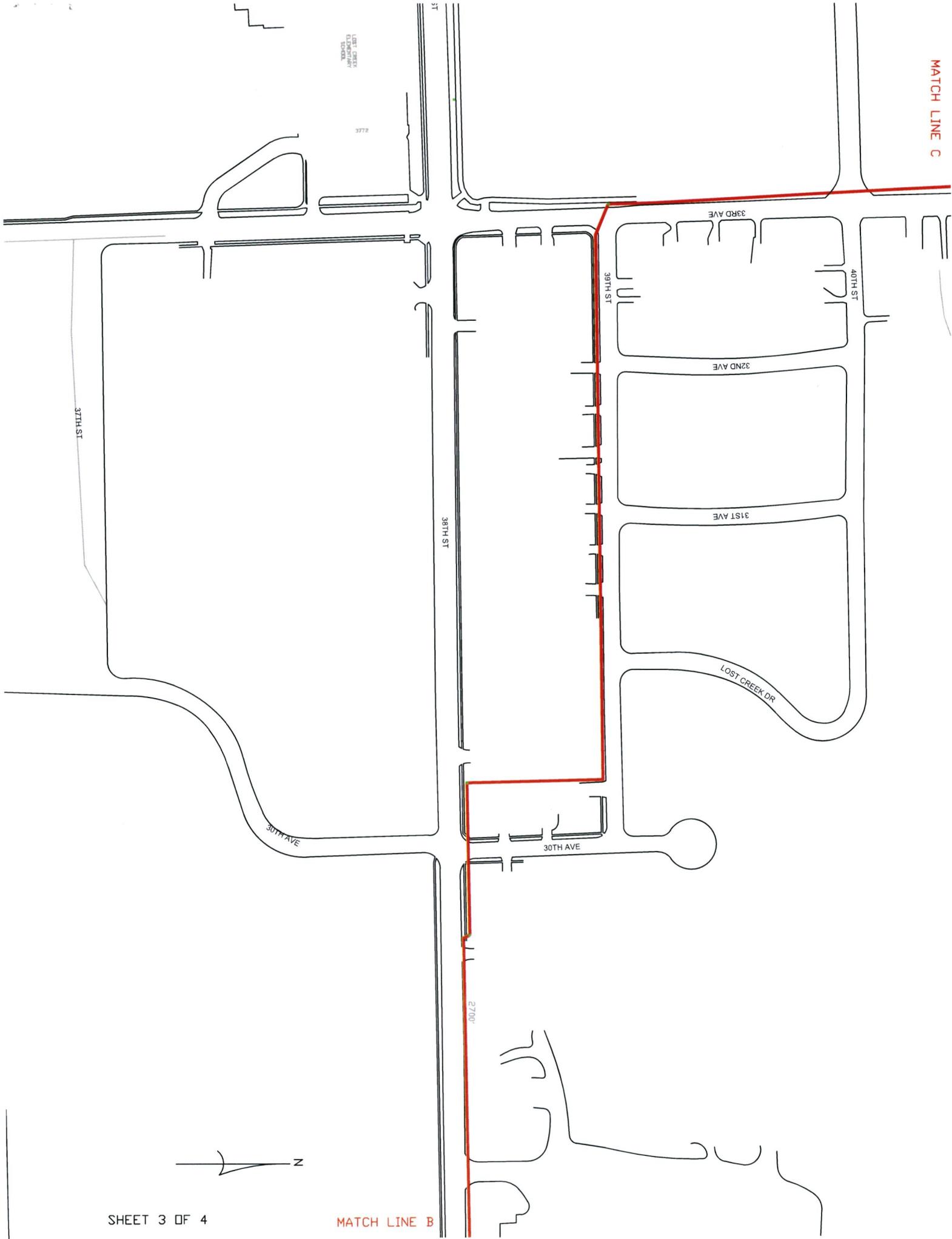
THANK YOU.

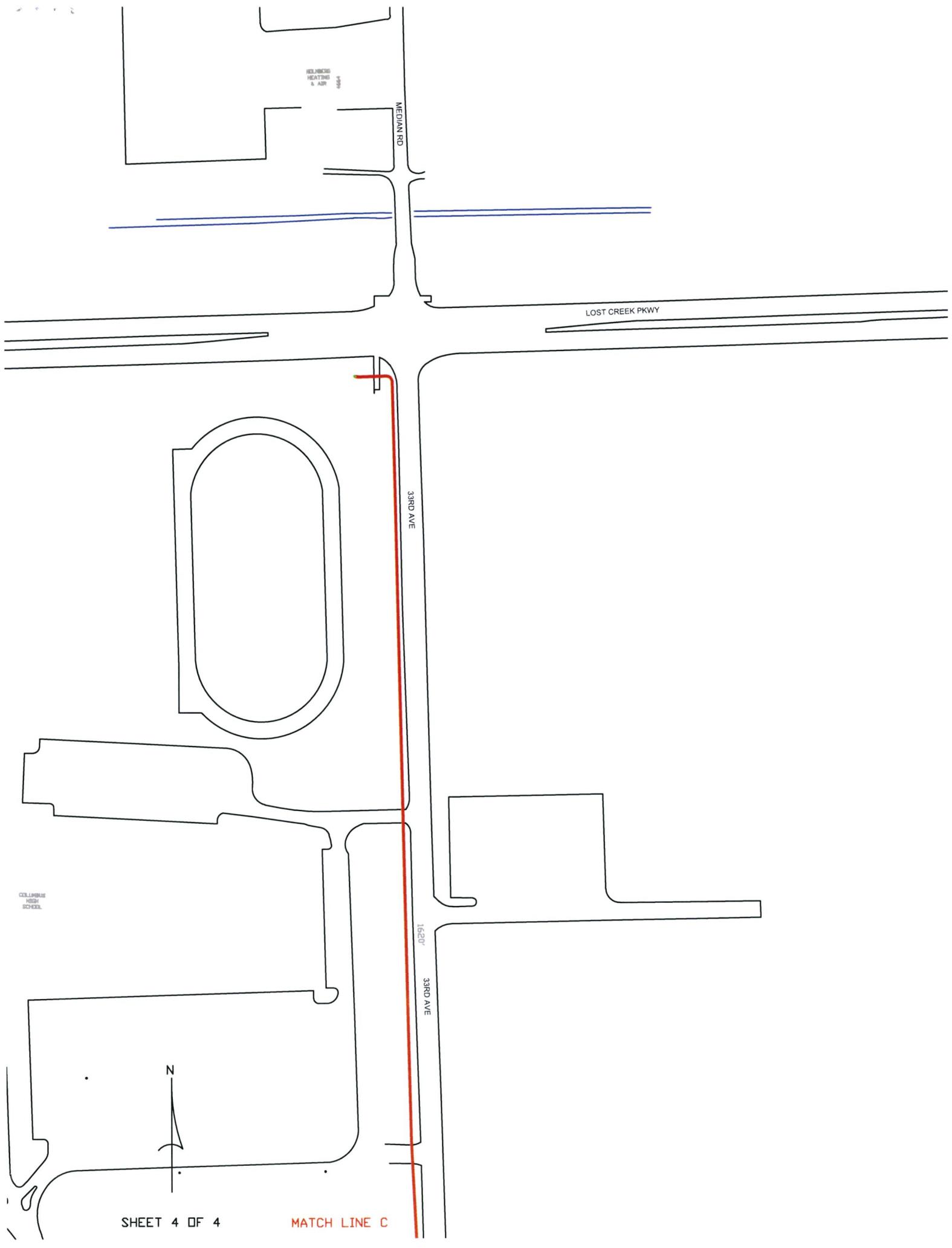


MATCH LINE



MATCH LINE C





HEATING & AIR

MEDIAN RD

LOST CREEK PKWY

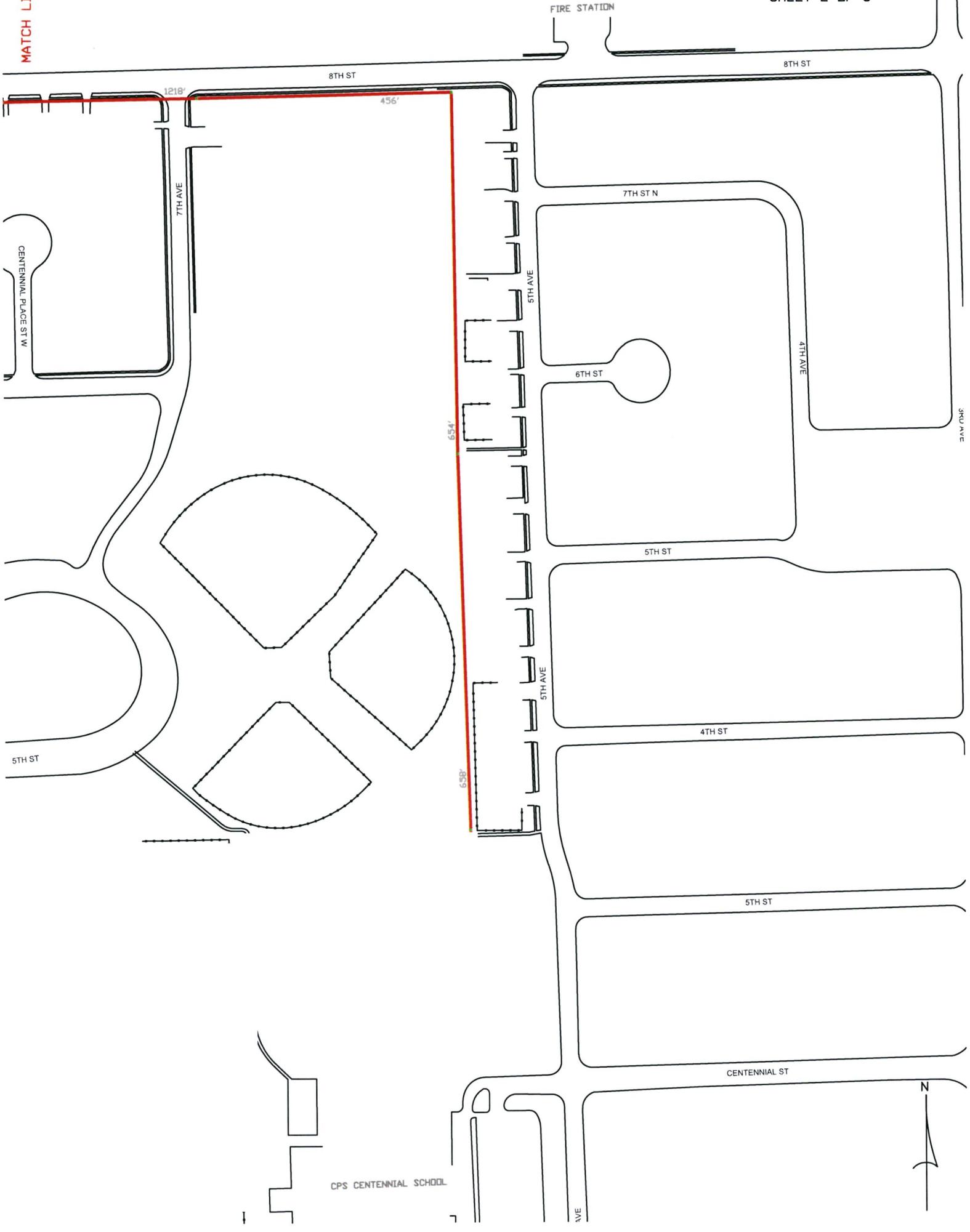
33RD AVE

1550'

33RD AVE

CELEBRATE HIGH SCHOOL





CENTENNIAL PLACE ST W

7TH AVE

8TH ST

1218'

456'

FIRE STATION

8TH ST

7TH ST N

5TH AVE

6TH ST

4TH AVE

3RD AVE

5TH ST

4TH ST

5TH ST

5TH AVE

5TH ST

CENTENNIAL ST

CPS CENTENNIAL SCHOOL





MATCH LINE A

KUMMER DR

34TH ST

33RD ST

32ND ST

32ND ST

28TH AVE

28TH AVE

25TH AVE

24TH AVE

31ST ST

25TH AVE

30TH ST

30TH ST

KUMMER DR

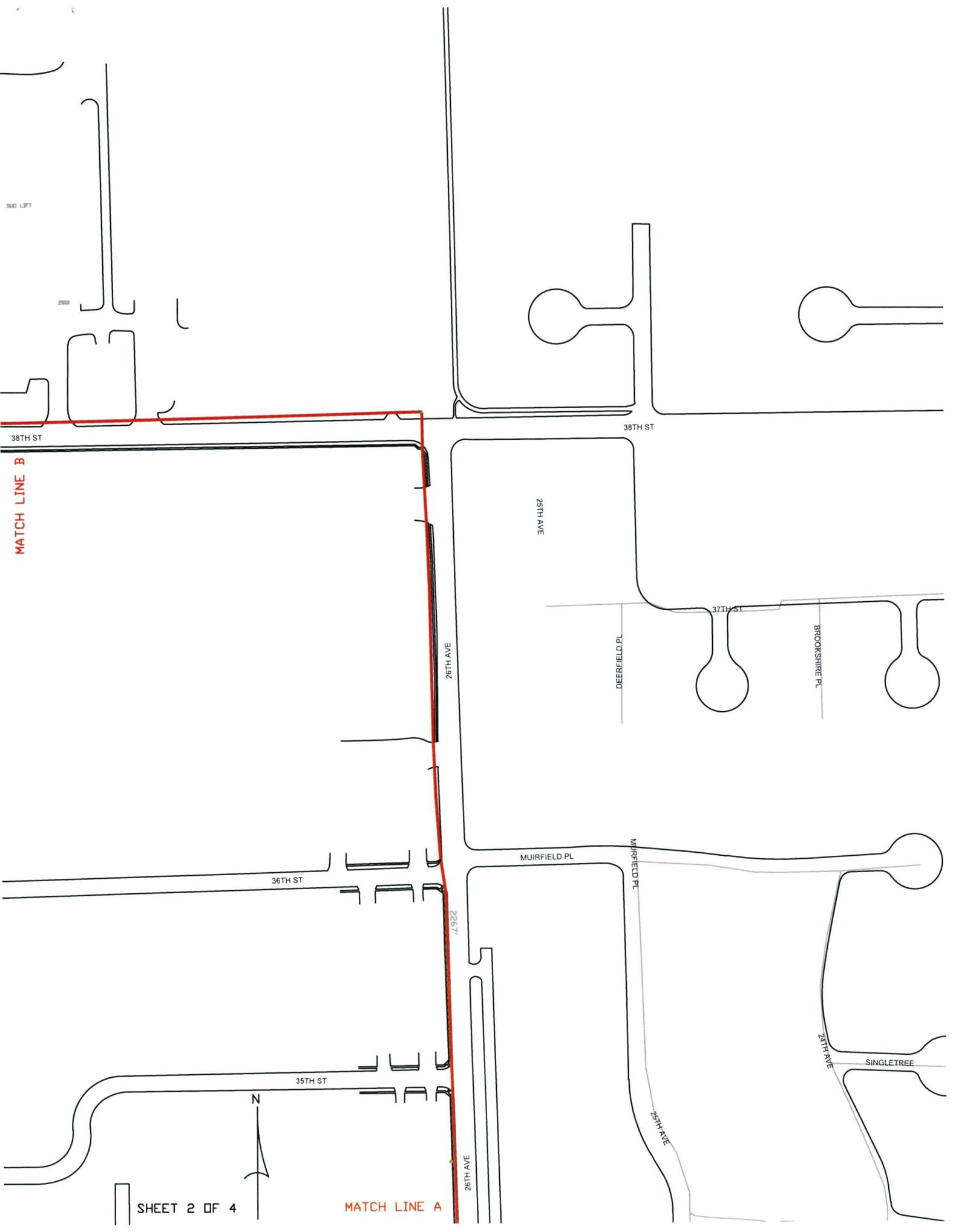
29TH ST

EMMAUEL LUTHERAN SCHOOL



28TH ST

28TH ST



MATCH LINE B

MATCH LINE A

SHEET 2 OF 4



3RD LIFT

38TH ST

38TH ST

25TH AVE

26TH AVE

22671

36TH ST

35TH ST

MUIRFIELD PL

DEERFIELD PL

BROOKSHIRE PL

37TH ST

MUIRFIELD PL

24TH AVE

24TH AVE

SINGLETREE

13.N. Authorization to advertise city land for sale located east of 35 Avenue north of 25 Street.

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 17, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Authorization to Sell City Owned Property  
Part of Lot 3, D&L Addition

**RECOMMENDATION:**

Recommend approval and authorizing staff to advertise the sale of City owned excess property in part of Lot 3, D&L Addition. In general, the property is located east of 35<sup>th</sup> Avenue and north of 25<sup>th</sup> Street.

**DISCUSSION:**

Nebraska State Statutes must and will be followed in the proposed sale of the property. The process includes advertising the sale, obtaining sealed bids, obtaining a Purchase Agreement and Ordinance from the selected bidder, passage and advertising of the Ordinance, a 30 day remonstrance period, and filing of the Ordinance and Deed in the courthouse.

The City will maintain a 10-foot utility easement along the north and east sides for future use. A portion of City owned property in Lot 3 will be retained for purposes of widening 35<sup>th</sup> Avenue and construction of a future sanitary sewer lift station.

The minimum established bid amount is based off the City's recent sale of property and is \$18,148 for the 11,680 square feet, more or less.

**FISCAL IMPACT:**

Minor reduction in cost of maintenance on the property

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

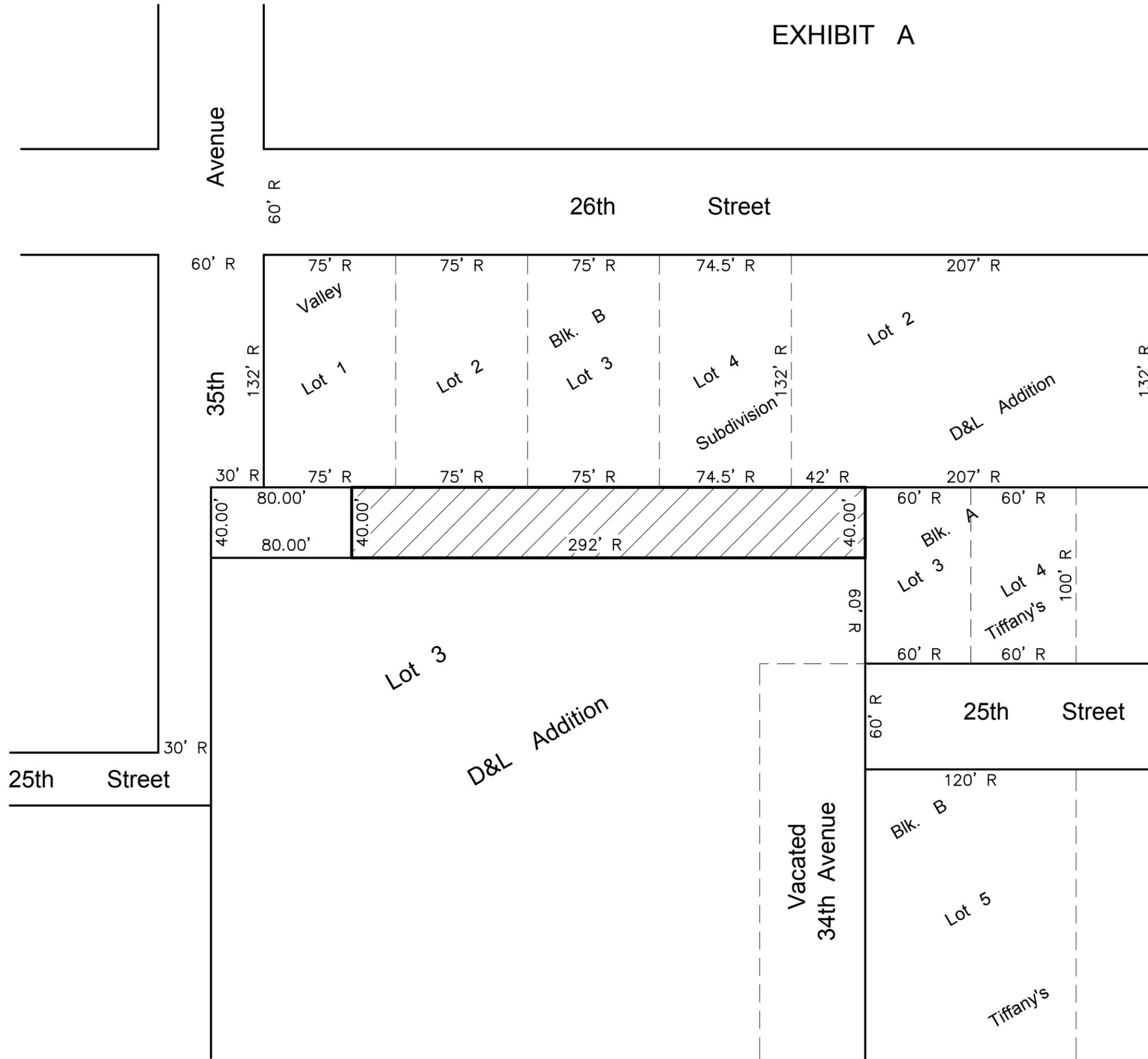
By: Richard J. Bogus

Approved By: [Signature]

# EXHIBIT A

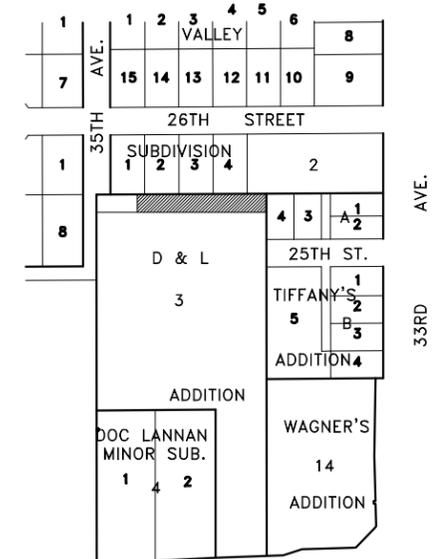


3/9/22  
BDB



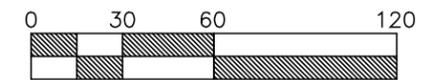
### LEGEND

R - Recorded Distance  
M - Measured Distance



U.S. HIGHWAY 81

SITUATION SKETCH



SCALE

### Legal Description

The North 40.00 feet of Lot 3, D & L Addition to the City of Columbus, Platte County, Nebraska, except the west 80.00 feet thereof, containing 11680 square feet, more or less.

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

**14. RESOLUTIONS**

14.A. Resolution No. R22-35 approving agreement with Sand Creek Construction Company in the amount of \$19,800 for design phase services for Pawnee Plunge family slide.

**RESOLUTION NO. R22-35**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH SAND CREEK CONSTRUCTION COMPANY IN THE AMOUNT OF \$19,800 FOR ENGINEERING DESIGN PHASE SERVICES FOR THE PAWNEE PLUNGE WATERPARK FAMILY SLIDE, 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.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Sand Creek Construction Company in the amount of \$19,800 for engineering design phase services for the Pawnee Plunge Waterpark Family Slide, 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

---

**DATE:** March 17, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Family Water Slide at Pawnee Plunge Waterpark  
Agreement between Owner and Design-Builder

**RECOMMENDATION:**

I recommend approval of the Resolution and Agreement between Owner and Design-Builder on Basis of a Stipulated Price with Sand Creek Construction Company for design phase services of the above-referenced project.

**DISCUSSION:**

The Agreement is for design phase services to allow for discussion and review of slides and the related construction.

The project is the Design-Build process and the cost of this agreement will be included in a future Guaranteed Maximum Price.

**FISCAL IMPACT:**

Lump sum \$19,800 Part of 2021-2022 budget CIP 21-49 in the amount of \$100,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between City of Columbus (“Owner”), and Sand Creek Construction Company (“Design-Builder”).

**PROJECT INFORMATION**

Project: Columbus NE, Family Water Slide at Pawnee Plunge Waterpark

Design-Build Contract: Columbus NE, Family Water Slide at Pawnee Plunge Waterpark, Project No. 212160 (“Contract”)

Engineer: Design-Builder has retained JEO Consulting Group, Inc. (“Engineer”) for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Rick Bogus 2424 14<sup>th</sup> Street, PO Box 1677, Columbus, NE 68602-1677, [rick.bogus@columbusne.us](mailto:rick.bogus@columbusne.us) 402-562-4235
2. Design-Builder’s Authorized Representative: Troy Johnston, 1937 Chestnut Street, Wahoo, NE 68066 [tjohnston@sandcreekcc.com](mailto:tjohnston@sandcreekcc.com) 402-443-8008

Owner and Design-Builder further agree as follows:

**ARTICLE 1 – THE WORK**

1.01 *General Description of Work*

- A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: Family Water Slide at Pawnee Plunge Waterpark; design and construction

**ARTICLE 2 – CONTRACT TIMES**

2.01 *Time of the Essence*

- A. All time limits for Design-Builder’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Dates*

- A. Design-Builder will substantially complete the Work on or before December 1, 2022.
- B. Design-Builder will have the Work completed and ready for final payment, in accordance with Paragraph 14.06 of the General Conditions, on or before December 20, 2022.

2.03 *Liquidated Damages; Early Completion Bonus*

- A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 above, and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 2.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Design-Builder shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Design-Builder shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.

**ARTICLE 3 – CONTRACT PRICE**

3.01 *Stipulated Sums*

- A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
1. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Water Slide Design	LUMP SUM	1	\$ 19,800	\$ 19,800
Total					\$ 19,800

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 12.02 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

2. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)  
\$ 19,800

### 3.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of 3.5 which covers labor costs, overhead, and profit.
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited as stated in Paragraph 11.05.D.2.c and d of the General Conditions.

## **ARTICLE 4 – PAYMENT PROCEDURES**

### 4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

### 4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
    - b. 100 percent of cost of materials and equipment not incorporated in the Work.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 14.01.G of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

**ARTICLE 5 – INTEREST**

5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 18 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

**ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS**

6.01 *Representations*

- A. Design-Builder makes the following representations for Owner’s reliance:
  1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
  5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder’s safety precautions and programs.
  6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

### **7.01** *Contents*

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 1 to 8, inclusive).
  2. General Conditions (pages 1 to 70, inclusive).
  3. Supplementary Conditions (pages 1 to 2, inclusive).
  4. Special Provisions, as provided by City of Columbus - Attachment 1
  5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Work Change Directives.
    - b. Change Orders.
    - c. Record Drawings and Record Specifications
  6. Other Exhibits to this Agreement
    - a. Design Scope of Services (Exhibit "A")
- B. There are no Contract Documents other than those listed above in this Article 7.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 8 – MISCELLANEOUS**

### **8.01** *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

### **8.02** *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation,

money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

8.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 *Severability*

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Design-Builder's Certifications*

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

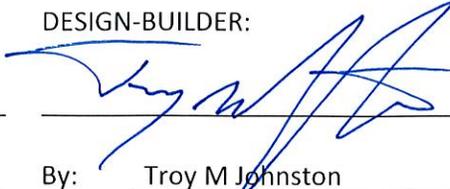
Address for giving notices:

2424 14<sup>th</sup> Street

PO Box 1677

Columbus, NE 68602

DESIGN-BUILDER:



\_\_\_\_\_

By: Troy M Johnston

Title: Construction Manager

Attest: \_\_\_\_\_

Title: Principal

Address for giving notices:

1937 Chestnut Street

Wahoo, NE 68066

License No.: \_\_\_\_\_

(where applicable)

**SUPPLEMENTARY CONDITIONS OF THE  
CONTRACT BETWEEN OWNER AND DESIGN-BUILDER  
EJCDC D-700 REVISED BY SAND CREEK CONSTRUCTION COMPANY  
PROJECT NO. 212160**

**Supplementary Conditions**

These Supplementary Conditions amend or supplement EJCDC® D-700, Standard General Conditions of the Contract Between Owner and Design-Builder (2016 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms defined in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC-" added thereto.

**ARTICLE 2 – PRELIMINARY MATTERS**

*SC-2.01, Delivery of Bonds and Evidence of Insurance*

**SC-2.01** Delete Paragraph 2.01.B in its entirety and insert the following in its place:

- B. *Evidence of Design-Builder's Insurance:*** When Design-Builder delivers the executed counterparts of the Agreement to Owner, Design-Builder shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Design-Builder in Article 6. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

*SC-2.02, Copies of Documents*

**SC-2.02.A.** Amend the first sentence of Paragraph 2.02.A. to read as follows:

**Owner shall furnish to Design-Builder one (1) copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the Contract Documents will be furnished upon request at Owner's cost of reproduction.**

*SC-2.04.A, Preliminary Schedules*

**SC-2.04.A.1** Amend the first sentence of Paragraph 2.04.A.1 to read as follows:

**A preliminary progress schedule indicating the times for starting and completing the various stages of the Work.**

- SC-2.04.A.2** Delete Paragraph 2.04.A.2 in its entirety.
- SC-2.04.A.3** Delete Paragraph 2.04.A.3 in its entirety.
- SC-2.04.A.4** Delete Paragraph 2.04.A.4 in its entirety.

*SC-2.07, Review of Schedules*

- SC-2.07** Delete Paragraph 2.07 in its entirety.

*SC-2.08, Electronic Transmittals*

- SC-2.08** Add a new paragraph immediately after Paragraph 2.08.D:

- E.** The electronic transmittal protocol shall be the following:

1. Documents shall be transferred between Owner and Design-Builder through the designated authorized representative, as determined following execution of the Contract.
2. If a web based, or other cloud based document transfer service is to be utilized for the Project, the Owner and Design-Builder shall jointly determine the representatives for each party that may have access and specific authorizations within the document transfer service. If either party desires to make modifications to their representatives, and authorities of such, written notice shall be provided to all parties. The specifications shall designate which party is responsible for the cost of said service, if required.

**ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.04, Differing Site Conditions*

- SC 5.04.A** Add the following new paragraph immediately after Paragraph 5.04.A:

1. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to the Owner.

*SC-5.06, Hazardous Environmental Conditions at Site*

- SC 5.06.A** Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A.** No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

**ATTACHMENT 1**  
**SPECIAL PROVISIONS**

1. **CITY COUNCIL**

The City Council of the City of Columbus shall, in conjunction with the Performance Criteria Developer, be the final arbiter in all controversies concerning the fulfillment of this Contract.

2. **SPECIAL PROVISIONS**

The Special Provisions shall govern where any conflict arises between the Special Provisions and the General Specifications

3. **RETAINED PERCENTAGE**

Based upon the Design-Builder's Request for Payment in accordance with Paragraph 14.02 of the General Conditions, the Owner shall make payments on account of the Contract sum to the Design-Builder.

The Design-Builder shall submit to the Owner an Invoice ("Request for Payment") supported by such data substantiating the Design-Builder's right to payments as the Owner may require, reflecting the portion of the Work which the Design-Builder has completed,

- a) The portion of the Contract Sum allocable to design, labor, materials, and equipment, incorporated in the Work  
**plus**
- b) The portion of the Contract Sum allocable to materials and equipment suitable stored at the Project site  
**less**
- c) 10% of (a) and (b) above to be held as "Retainage" by the Owner  
**less**
- d) The aggregate of previous payment.

Upon Substantial Completion of the entire Work, a sum sufficient to aggregate the total payments to the Contract 8U0, less any amounts retained as the Engineer shall determine at his sole discretion for all incomplete Work and unsettled claims, shall be rendered by the Owner.

If, in sole discretion of the Owner based on the Professional Criteria Developer's recommendations, the Design-Builder is diligently pursuing the Work, maintaining schedule and high quality standards of workmanship, the Owner may reduce the Retainage to five percent (5%) of all future Certifications of Payment after fifty percent (50%) of the Work is achieved. This judgement shall be reviewed by the Owner in conjunction with the monthly Certification. The Owner reserves the right to retroactively reverse such changes in Retainage if the Contractor does not maintain the required Progress Schedule and high quality workmanship after the percentage of Retainage is reduce.

- e) Request for payment will be presented to the City Council on the 3<sup>rd</sup> Monday of each month for approval and payment.

4. **TAX EXEMPTION**

The Design-Builder will receive from the City a state sales tax exemption certificate entitling the Design-Builder to purchase materials used in the project without being subject to state sales tax on the same,

5. **COORDINATION AND COOPERATION WITH OTHERS**

The Design-Builder shall cooperate and coordinate his work with the Union Pacific Railroad, Burlington-Northern Railroad, Platte County, City of Columbus, Frontier Telephone Company, Loup Power District, Northern Natural and Black Hills Natural Gas, Spectrum/Time Warner Cable TV, Nebraska Department of Transportation, and others as required for orderly completion of all work, in the event of disagreement between the Contractor and others, the decision of the Professional Criterial Developer shall be final.

6. **CONSTRUCTION FACILITIES BY CONTRACTOR**

The Design-Builder shall provide and maintain suitable sanitary facilities for construction personnel for duration of work, remove upon completion of work.

The Contractor shall provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to the site where work is in progress.

The Contractor shall remove all construction facilities upon completion of work, clean up areas disturbed by construction to a machine finish.

7. **EXISTING UTILITIES**

The Design-Builder shall determine the actual location of all existing utilities prior to starting any work that may cause damage to such utilities. The Design-Builder shall indemnify and hold harmless the Owner and the Professional Criterial Developer and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees arising as a result of damage to existing utilities caused in whole or in part, by the Design-Builder or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, all information concerning underground utilities shown on the drawings is intended to be merely an aid to the Design-Builder. The accuracy of information furnished with respect to underground utilities is not guaranteed and the Contractor must independently verify any such information in accordance with the previous paragraph of these Special Provisions. The Design-Builder shall notify all utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating utilities including but not limited to, water, gas or other fuel, electrical and telephone installations. All utilities encountered must be kept in operation by the Design-Builder and must be protected and/or repaired at his own expense

8. **APPLICABLE CODES AND REGULATIONS**

All work shall conform to the requirements of all national, state, and local laws, ordinances, building codes, or other regulations that are in effect at the place of work.

9. **PROPERTY ACCESS**

The Design-Builder shall provide access at all times for emergency vehicles along the proposed project. No road or street shall be closed to the public except with the permission of the Professional Criteria Developer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to the firefighting equipment at all times.

10. **DISPOSAL**

All materials resulting from the removal of the items listed or indicated in the proposal to be removed shall be hauled from the project site and disposed of by the Design-Builder in a manner satisfactory to the Professional Criteria Developer, except that items deemed salvageable by the Professional Criterial Developer shall remain the property of the owner and shall be stored on the project site for subsequent removal by the owner except as noted in the construction details.

11. **HISTORICAL/ARCHEOLOGICAL**

If during the course of construction evidence of deposits of historical or archeological interest are found, *the Contractor shall cease operations affecting the find and shall notify the owner who shall notify the Director, Nebraska State Historical Society, 1500 R Street, Lincoln, Nebraska, 08608.* No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a notice to proceed only after the State Official has surveyed the find and made a determination of value and effect and submitted such determination to the Owner. Compensation to the Design-Builder, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

12. **CONTRACTOR'S LIABILITY INSURANCE**

The limits of liability for the insurance required by paragraph 5.03 and 5.04 of the Standard General Conditions shall provide the following coverage for not less than the following amounts or greater where required by Laws and Regulations:

12.1 **Workers Compensation**

5.04.A.1 and 5.04.A.2 Worker's Compensation, of the Standard General Conditions:

- A. **State:** Statutory
- B. **Applicable Federal:** Statutory (e.g., Longshoreman's)
- C. **Employer's Liability:** \$1,000,000

12.2 **Design-Builder Liability**

5.0.4.A.3, 5.04.A.4, and 5.04.A.5 Contractor's Liability Insurance of the Standard General Conditions which shall also include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

- A. **General Aggregate** - \$2,000,000 (Except Products – Completed Operations)
- B. **Products – Completed Operations Aggregate** - \$2,000,000
- C. **Personal and Advertising Injury** - \$2,000,000 (Per Person / Organization)
- D. **Each Occurrence** - \$2,000,000 (Bodily Injury and Property Damage)
- E. **Property Damage Liability Insurance**

Will provide Explosion, Collapse, and Underground coverage where applicable.

- 1) Excess Liability
  - a. General Aggregate: \$2,000,000
  - b. Each Occurrence: \$2,000,000

F. **5.04.A.6 Automobile Liability**

- 1) Bodily Injury
  - a. Each Person: \$2,000,000
  - b. Each Accident: \$2,000,000
- 2) Property Damage: Each Accident \$2,000,000

**EXHIBIT 'A'**  
**SCOPE OF SERVICES**  
**COLUMBUS, NEBRASKA**  
**Family Slide at Pawnee Plunge**  
**JEO # 212160**

DESCRIPTION: The City of Columbus, Nebraska is installing 1 (one) new family pool slide at the existing Pawnee Plunge Aquatic Facility. Our services will include design, submittal to the Nebraska Health and Humans Services for approval and one site inspection after the installation is complete for final approval.

**1 DESIGN PHASE SERVICES**

**1.1 DESIGN**

- a. This includes the design phase to prepare plans of the proposed a new family pool slide based on the original information provided by the city.
- b. Correspondence with NHHS (Nebraska Health & Human Services) regarding the proposed installation of the slide before submitting actual paperwork.
- c. City to provide pool slide information chosen for this installation for engineer to produce submittal plans.
- d. Engineer to coordinate with manufacturer for placement on the pool slide on the existing pool deck.
- e. The submittal will require plan sheet(s) showing the proposed slide location, piping, electrical, flow rates and the various clearances that are required by state design standards and NHHS form 178 NAC 4 Attachment 2.
- f. The plans and Attachment 2 will be submitted by a professional engineer to the (NHHS) engineering section for review and approval.
- g. The submittal to NHHS must also include a review fee of \$100 plus 0.5% of the construction costs for this project. Review fees to be provided by the Engineer.

**2 INSPECTION PHASE SERVICES**

**2.1 INSPECTION**

- a. Attend a final inspection by the NHHS engineer, accompanied by JEO, will be necessary after installation of the slide. If anything remains to be completed, we will have to follow-up with certifications and final cost statements to the NHHS before the project is approved.
- b. Submit final construction costs including NHHS form 178 NAC 4 attachment 3 to the NHHS.

**3 ADDITIONAL SERVICES (IF REQUESTED) NOT PART OF THIS AGREEMENT**

- a. Other design work beyond this proposed scope of work.
- b. Additional site inspections not listed above.



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4. During the drafting or negotiating process for the document, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus if a draft of the document purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
5. As between contracting parties, once the document is ready to be finalized (and if applicable executed by the

contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The parties may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

6. If the attached document is revised or altered and then presented to others (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
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## STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Prepared by



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**STANDARD GENERAL CONDITIONS OF THE  
CONTRACT BETWEEN OWNER AND DESIGN-BUILDER**

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# STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*: Written or graphic instruments issued by Owner prior to the opening of Proposals which clarify, correct, or change the Request for Qualifications, Request for Proposals, or the proposed Contract Documents, including the Conceptual Documents.
  2. *Agreement*: The written instrument, executed by Owner and Design-Builder, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents.
  3. *Application for Payment*: The form which is to be used by Design-Builder during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Authorized Representative*: The individual designated by a party to represent it with respect to this Contract, as indicated in the Agreement.
  5. *Change Order*: A document which is signed by Design-Builder and Owner and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  6. *Claim*: A demand or assertion by Owner or Design-Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim.
  7. *Conceptual Documents*: The documents prepared by or for the Owner to describe the Work to be performed, issued to Proposers during the design-builder selection process, and expressly identified in the Agreement.
  8. *Constituent of Concern*: Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other Laws or Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction*: The part of the Work that consists generally of making physical improvements at the Site, and is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work (including any correction of defective Construction), and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents and Construction Drawings and Construction Specifications, as duly modified.
10. *Construction Drawings*: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or specific portions of the Construction, and consisting of drawings, diagrams, illustrations, schedules, and other data that graphically show the scope, extent, and character of the Construction (or specific portions of the Construction) to be performed by or for Design-Builder. Construction Drawings are not Contract Documents.
11. *Construction Specifications*: Documents prepared by or for Design-Builder, and approved by Owner for purposes of allowing Design-Builder to proceed with the Construction or a specific portion of the Construction, and consisting of written requirements for materials, equipment, systems, standards, workmanship, and administrative procedures as applied to the Construction (or a specific portion of the Construction). Construction Specifications are not Contract Documents.
12. *Construction Subcontract*: A written agreement between Design-Builder and a Construction Subcontractor for provision of all or a portion of the Construction, and any delegated Design Professional Services.
13. *Construction Subcontractor*: An individual or entity (other than a Supplier) having a direct contract with Design-Builder or with any other Construction Subcontractor for the performance of a part of the Construction, and any delegated Design Professional Services.
14. *Contract*: The entire and integrated written agreement between Owner and Design-Builder concerning the Work.
15. *Contract Documents*: Those items so designated in the Agreement, and which together comprise the Contract.
16. *Contract Price*: The money that Owner has agreed to pay Design-Builder for completion of the Work in accordance with the Contract Documents.
17. *Contract Times*: The numbers of days or the dates stated in the Agreement to (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
18. *Design-Builder*: The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.
19. *Design Professional Services*: That part of the Work comprised of the furnishing of engineering, surveying, architecture, and other design services, and including but not limited to providing research, analysis, and conclusions regarding engineering and related matters; exercising professional judgment with respect to technical issues; the preparation of plans, reports, calculations, models, schematics, drawings, specifications, Design Submittals, the Construction Drawings, Construction Specifications, and other instruments of service; other services included in the Contract Documents and required to be performed by or under the responsible charge of licensed design professionals; and

the review of shop drawings, observation of construction, response to requests for information or interpretation, analysis of the technical aspects of Change Orders, and other engineering and related professional services provided by or for licensed design professionals during Construction.

20. *Design Agreement*: A written agreement between Design-Builder and a design firm or entity for provision of Design Professional Services.
21. *Design Submittal*: A Submittal that pursuant to Laws and Regulations or this Contract must be prepared by or under the supervision of a licensed engineer or other licensed design professional, including drawings, specifications, Construction Drawings, Construction Specifications, and revisions to such documents (but not including Record Documents).
22. *Effective Date of the Contract*: The date indicated in the Agreement on which the Contract becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
23. *Engineer*: The Project Design Professional identified as Engineer in the Agreement, and engaged by Design-Builder to provide engineering and related professional services under a Design Agreement.
24. *Hazardous Environmental Condition*: The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, statutes, rules, regulations, ordinances, binding resolutions, codes, decrees, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*: Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*: A principal event in the performance of the Work that the Contract requires Design-Builder to achieve by an intermediate completion date or by a time prior to Substantial Completion of Construction.
28. *Notice of Award*: The written notice by Owner to a Proposer stating that Owner will enter into the design-build contract with the Proposer.
29. *Notice to Proceed*: A written notice by Owner to Design-Builder fixing the date on which the Contract Times will commence to run and on which Design-Builder shall start to perform the Work.
30. *Owner*: The individual or entity with which Design-Builder has contracted regarding the Work, and which has agreed to pay Design-Builder for the performance of the Work, pursuant to the terms of the Contract.
31. *Owner's Consultant*: An individual or entity with which the Owner has contracted to furnish services (typically including planning, preparation of Conceptual Documents, and

advisory services) to Owner with respect to the Project, and which is identified as such in the Agreement.

32. *Owner's Site Representative*: A representative of Owner at the Site, as indicated in Paragraph 10.05.
33. *Project*: The total undertaking to be accomplished for Owner by engineers, consultants, Design-Builder, subcontractors, and others, including planning, study, design, construction, testing, start-up, and commissioning, and of which the Work to be performed under the Contract Documents is a part.
34. *Project Design Professionals*: The Engineer and any other independent entities or individuals, or employees of Design-Builder, engaged by Design-Builder or a Construction Subcontractor to provide Design Professional Services with respect to a portion of the Work.
35. *Proposal*: The documents submitted by Design-Builder in response to the Request for Proposals, setting forth technical concepts, proposed prices, and other conditions for the Work to be performed, and stating any proposed revisions, modifications, clarifications, exceptions, or supplements to the proposed Contract Documents.
36. *Proposal Amendment*: A Contract Document that is prepared after submittal of Design-Builder's Proposal; identifies mutually agreed revisions, modifications, exceptions, supplements, and clarifications to the Proposal or proposed Contract Documents; and is executed by Owner and Design-Builder.
37. *Proposer*: An entity that submits a Statement of Qualifications or Proposal to Owner.
38. *Record Documents*: The record copy of all Construction Drawings, Construction Specifications, Addenda, Change Orders, Work Change Directives, and approved Submittals maintained by Design-Builder at the Site, including any annotations to such documents made by Design-Builder during Construction.
39. *Record Drawings and Record Specifications*: Documents depicting the completed Project, or a specific portion of the completed Project, based on or comprised of the Record Documents delivered to Owner by Design-Builder at the completion of the Construction.
40. *Request for Proposals*: The document prepared by or for Owner specifying and describing Owner's objectives, the procedures to be followed in preparing and submitting a Proposal, and the process for evaluating Proposals and awarding a contract.
41. *Request for Qualifications*: The document prepared by or for Owner requesting that Proposers submit a Statement of Qualifications with respect to their candidacy for selection as Design-Builder.
42. *Schedule of Values*: A schedule, prepared and maintained by Design-Builder, allocating portions of the Contract Price to various portions of the Work, and used as the basis for reviewing Design-Builder's Applications for Payment.
43. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of Design-Builder.
44. *Statement of Qualifications*: The document submitted by a Proposer in response to the Request for Qualifications, including any completed forms, attachments, and exhibits.

45. *Submittal*: A written or graphic document, prepared by or for Design-Builder, which the Contract Documents require the Design-Builder to submit to the Owner. Submittals may include reports, preliminary drawings and specifications, cost estimates, proposed Construction Drawings and Construction Specifications, progress schedules, cash flow projections, Schedules of Values, shop drawings, product data, samples, delegated designs, certifications, proposed modifications to the Construction Drawings and Construction Specifications, results of tests and evaluations, results of source quality control testing and inspections, results of field or Site quality control testing and evaluations, sustainable design information, information on special procedures, operations and maintenance data, sustainable design closeout information, record documents, records of spare parts and extra stock materials, and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or not, are not Contract Documents. Claims, notices, Change Orders, Applications for Payment, and requests for information/interpretation are not Submittals.
46. *Substantial Completion*: The time at which the Construction (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Construction (or the specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Construction refer to Substantial Completion thereof.
47. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.
48. *Supplier*: A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Design-Builder or with any Construction Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or a Construction Subcontractor, and any lessor of rental equipment used by Design-Builder or a Construction Subcontractor during Construction at the Site.
49. *Technical Data*: Data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding (a) subsurface conditions at the Site, (b) physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), or (c) environmental conditions at the Site, that are set forth in any geotechnical or environmental report prepared for the Project and relied upon by Design-Builder in agreeing to a price (either stipulated, or a Guaranteed Maximum Price) that includes Construction.
50. *Underground Facilities*: All underground lines, pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems, including but not limited to those that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, fire or police signal systems, or traffic or other control systems; and any encasements containing such facilities or systems.
51. *Underground Facilities Data*: Information and data shown or indicated in the Contract Documents or otherwise provided to Design-Builder by Owner with respect to existing Underground Facilities at or adjacent to the Site.
52. *Unit Price Work*: Work to be paid for on the basis of unit prices.

53. *Work*: The entire design and construction or the various separately identifiable parts thereof required to be performed or furnished by Design-Builder under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents and all labor, services, and documentation necessary to produce such Design Professional Services and Construction; furnishing, installing, and incorporating all materials and equipment into such Construction; and related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
54. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B are not defined terms that require initial capital letters, but when used in the Contract Documents have the indicated meanings.
- B. *Intent of Certain Terms or Adjectives*:
1. The word “day” shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
  2. The word “defective,” when modifying the word “Construction” refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.
  3. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  4. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.
  5. The words “perform” or “provide” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  6. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, “provide” is implied.
  7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Design-Builder delivers the executed Agreements to Owner, Design-Builder shall also deliver to Owner such Bonds as Design-Builder may be required to furnish in accordance with Paragraph 6.01.A.
- B. *Evidence of Insurance*: Before any Work is started, Design-Builder and Owner shall each deliver to the other those certificates of insurance that Design-Builder and Owner respectively are required to purchase and maintain in accordance with Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Design-Builder four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract. Owner shall make such original printed record version of the Contract available to Design-Builder for review.

### 2.03 *Conceptual Documents*

- A. *Design-Builder's Review of Conceptual Documents*:
  - 1. Design-Builder acknowledges that the Conceptual Documents furnished by Owner are preliminary and incomplete, and subject to stated limitations and reservations.
  - 2. Design-Builder shall carefully review, analyze, and verify the contents and suitability of the Conceptual Documents before proceeding with the Work (including but not limited to the Design Professional Services).
  - 3. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy that Design-Builder may discover in the Conceptual Documents, whether during such review or at any later point.
  - 4. Upon receipt of a report from Design-Builder that there is a conflict, error, ambiguity, or discrepancy in the Conceptual Documents, Owner shall either provide a written interpretation, clarification, or correction to Design-Builder, or authorize Design-Builder to correct or resolve the issue under a Change Order providing an equitable adjustment in Contract Times or Contract Price, or both.
  - 5. Design-Builder shall not proceed with any Work affected by a reported conflict, error, ambiguity, or discrepancy in the Conceptual Documents until the issue is resolved.
- B. Owner shall not be responsible for any deficiency in the Conceptual Documents that Design-Builder does not discover or report to Owner.
- C. Subject to the foregoing review and reporting obligations, Design-Builder may use the Conceptual Documents as a partial basis for performing or furnishing Design Professional Services, including the preparation of Design Submittals such as the Construction Drawings and Construction Specifications, but despite any such use of the Conceptual Documents the Design-Builder nonetheless shall be responsible to Owner for the quality and soundness of the Design Professional Services.

#### 2.04 *Before Starting the Work*

- A. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design-Builder shall submit the following to Owner for Owner's timely review:
1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. A preliminary schedule of Submittals (including Design Submittals) which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;
  3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and
  4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

#### 2.05 *Authorized Representatives*

- A. The Authorized Representative for each party has been designated in the Agreement. A party may change its Authorized Representative at any time by giving notice to the other party of the name, mailing and delivery addresses, e-mail address, and telephone numbers of the new Authorized Representative.

#### 2.06 *Initial Conference*

- A. Within 20 days after the Contract Times start to run, Design-Builder will arrange a conference attended by Owner and Design-Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in Paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other matters.

#### 2.07 *Review of Schedules*

- A. Not less than 10 days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design-Builder will arrange a conference attended by Design-Builder, Owner, and others as appropriate to review and discuss the schedules submitted in accordance with Paragraph 2.04.A. Design-Builder shall have an additional 10 days after the conference to make corrections and adjustments and to complete and resubmit the schedules for Owner's acceptance. No progress payment shall be made to Design-Builder until Design-Builder submits schedules that comply with the following requirements:
1. Design-Builder's progress schedule shall provide an orderly progression of the Work to completion within any specified Milestones and the Contract Times.
  2. Design-Builder's schedule of Submittals shall provide a workable arrangement for submitting, reviewing, and processing Submittals in accordance with Article 8.
  3. Design-Builder's Schedule of Values shall provide a reasonable allocation of the Contract Price to component parts of the Work.

## 2.08 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner and Design-Builder may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner and Design-Builder shall jointly develop such protocols.
- C. Unless expressly stated otherwise elsewhere in this Contract, Design-Builder shall not be obligated to furnish documents (including but not limited to Construction Drawings, Construction Specifications, or Record Drawings and Record Specifications) to Owner in any executable, native-file format.
- D. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## **ARTICLE 3 – DOCUMENTS: INTENT, AMENDING, REUSE**

### 3.01 *Contract Documents*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to require the design and construction of a functionally complete project (or part thereof).
- C. Design-Builder shall prepare or furnish Construction Drawings and Construction Specifications that are in accord with the Contract Documents and that describe a functionally complete Project (or part thereof) to be constructed in accordance with such Construction Drawings and Construction Specifications, as duly modified.
- D. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- E. Design-Builder will furnish or perform all labor, documentation, services (including professional services), materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called, for at no additional cost to Owner.

### 3.02 *Reference Standards*

- A. *Standards, Specifications, Codes, Laws or Regulations:*
  - 1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-

Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner or its officers, directors, members, partners, employees, agents, consultants, or subcontractors any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Resolving Discrepancies*

- A. If there is a discrepancy between (1) the Conceptual Documents or other Contract Documents issued with the Request for Qualifications or Request for Proposals and (2) the Proposal, the Proposal will control.
- B. If there is a discrepancy between (1) the Conceptual Documents, other Contract Documents issued with the Request for Qualifications or Request for Proposals, or the Proposal and (2) the Proposal Amendment, the Proposal Amendment will control.
- C. If there is a discrepancy between (1) the Contract Documents and (2) the Construction Drawings and Construction Specifications, the Contract Documents will control unless Design-Builder gave notice of the discrepancy in a Submittal, and Owner approved the Submittal, pursuant to the provisions of Article 8.

### 3.04 *Ownership and Reuse of Documents*

- A. All documents prepared for or furnished to Owner by Design-Builder pursuant to this Contract (including but not limited to Design Submittals) are instruments of service. With respect to such documents:
  - 1. Design-Builder shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in the documents.
  - 2. During the course of the Project, Design-Builder will provide copies of Design Submittals to Owner for purposes of review and comment. Owner may retain copies of such documents for its records.
  - 3. Owner may use its copy of the Record Drawings and Record Specifications for Owner's purposes in operating and maintaining the constructed facilities.
  - 4. Upon Owner's termination of this Contract for cause pursuant to Paragraph 15.02, Owner shall receive a limited, non-exclusive license to use any completed Design Submittals in continuing the Project, subject to the limitations in this Paragraph 3.04.
  - 5. The documents prepared or furnished by Design-Builder under this Contract, regardless of ownership, transfer, license, completion status, or termination of the Contract, are for Design-Builder's use, and are not intended or represented to be suitable for use on the Project by Owner or any party other than Design-Builder, or for reuse by Owner or others on extensions of the Project or on any other project, except as otherwise stated in this Contract. Any use or reuse by Owner or others on Owner's behalf will be at Owner's sole risk, and without liability or legal exposure to Design-Builder, the Project Design Professionals, or their subconsultants, and Owner shall indemnify and hold harmless Design-Builder, the Project Design Professionals, and their subconsultants from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use or reuse.

## ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times*

- A. The Contract Times will commence to run on the Effective Date of the Contract.

### 4.02 *Starting the Work*

- A. Design-Builder shall start to perform the Work as of the Effective Date of the Contract. No Construction shall be done at the Site prior to the Effective Date of the Contract.

### 4.03 *Progress Schedule*

- A. Owner may rely on the progress schedule established in accordance with Paragraph 2.04, as duly adjusted, in planning and conducting ongoing operations and other work at the Site.
- B. Design-Builder shall adhere to the progress schedule established in accordance with Paragraph 2.04 as it may be adjusted from time to time, as provided below:
  - 1. Design-Builder shall submit to Owner proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Owner shall accept such adjustments provided that Owner, in planning and conducting ongoing operations and other work at the Site, has not reasonably relied on the schedule element that is proposed to be adjusted. If Owner has so relied, then Owner and Design-Builder shall promptly meet and seek a resolution that addresses the objectives of both parties, or adjust the Contract Price.
  - 2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Times (including Milestones) in accordance with the requirements of Paragraph 11.06. Such adjustments may only be made by a Change Order.
- C. *Continuing the Work:* Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design-Builder and Owner may otherwise agree in writing.

### 4.04 *Delays in Design-Builder's Progress*

- A. If Owner or anyone for whom Owner is responsible delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.
- B. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference within the control of Design-Builder. Delay, disruption, and interference attributable to and within the control of a Project Design Professional, Construction Subcontractor, or Supplier shall be deemed to be delays within the control of Design-Builder.
- C. If Design-Builder's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Design-Builder, and those for which they are responsible, then Design-Builder shall be entitled to an equitable adjustment in Contract Times. Design-Builder's entitlement to such an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design-Builder's

sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions;
  3. Acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 9); and
  4. Acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 9.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Design-Builder.
- G. If Design-Builder seeks an adjustment in Contract Price or Contract Times under this paragraph, Design-Builder shall submit a request for a Change Order to Owner within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Design-Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Design-Builder will have to comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Design-Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws or Regulations.
- C. Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas:***

1. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder

shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law.
  3. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's consultants, and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design-Builder's performance of the Construction.
- B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.
- C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

#### 5.03 *Reference Points*

- A. Design-Builder shall be responsible for laying out the Work and shall protect and preserve reference points and property monuments established by Owner, and shall make no changes or relocations of such reference points or monuments without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed, or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 5.04 *Differing Site Conditions*

- A. Design-Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site (whether discovered during investigation of the Site or during Construction) which differ materially from those indicated in the Contract Documents, or in any Technical Data, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

- B. Owner will investigate the Site conditions promptly after receiving the notice. Design-Builder shall supplement the notice by promptly submitting to Owner any additional information regarding schedule and cost impacts, and a specific request for a Change Order. Owner shall then make a determination regarding the site condition and the impact, if any, on Contract Price and Contract Times. If the conditions do materially so differ and cause an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11.
- C. No request by Design-Builder for an equitable adjustment under this Paragraph 5.04 shall be allowed unless Design-Builder has given the written notice required.
- D. The provisions of this Paragraph 5.04 are not intended to apply to a Hazardous Environmental Condition or Underground Facility uncovered or revealed at the Site.

#### 5.05 *Underground Facilities*

- A. *Procedure for Identifying Underground Facilities:* Promptly after the Effective Date of the Contract, Design-Builder shall review the Underground Facilities Data furnished by Owner and use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site. Design-Builder shall establish and use the Underground Facilities Procedure to aid in the provision of Design Professional Services and the performance of Construction, and to reduce and manage risks associated with Underground Facilities. Such Underground Facilities Procedure shall take into account the Site and the nature of the Project.
  - 1. The Underground Facilities Procedure shall include a plan to keep Underground Facilities information current as Design-Builder proceeds with the provision of Design Professional Services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
  - 2. To manage the potential impact of design changes on Underground Facilities, Design-Builder shall modify or reapply the Underground Facilities Procedure as the design progresses and changes.
- B. *Design-Builder's Responsibilities:* Unless otherwise expressly provided in the Contract, Design-Builder shall have full responsibility for the following; and, subject to the provisions of Paragraphs 5.05.C, D, and E, the cost of all of the following will be included in the Contract Price:
  - 1. Establishing and executing the Underground Facilities Procedure referred to in Paragraph 5.05.A, including updating, modification, and reapplication duties;
  - 2. Coordinating the Work with the owners (including Owner) of such Underground Facilities, during the provision of Design Professional Services and Construction;
  - 3. Verifying the actual location of specific Underground Facilities through exposure, as needed for the Design Professional Services;
  - 4. Complying with applicable state and local utility damage prevention Laws and Regulations during Construction; and

5. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage to such Underground Facilities resulting from the Construction, subject to the provisions of Paragraph 5.05.D.
- C. *Results of Design-Builder's Execution of Underground Facilities Procedure:* If, during the execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, the Design-Builder identifies an Underground Facility that was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, causing an increase or decrease in the Design-Builder's cost of, or the time required for, providing Design Professional Services or performing the Construction, then Design-Builder shall submit to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the identification of the Underground Facility in question.
- D. *Underground Facility Found During Construction:* If Design-Builder believes that an Underground Facility that is uncovered, exposed, or revealed at the Site during Construction was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and also that such Underground Facility was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, then Design-Builder shall promptly give written notice to Owner, and supplement the notice by submitting to Owner a request for a Change Order seeking an equitable adjustment to the Contract Price or Times under this clause. Such request shall be made within 30 days of the uncovering or revealing of the Underground Facility in question.
1. *Owner's Review:* Owner will investigate the Underground Facility found during Construction promptly after receiving the notice. If Owner concurs with Design-Builder that the Underground Facility that is uncovered, exposed, or revealed at the Site was not shown or indicated in the Underground Facilities Data, or was not shown or indicated with reasonable accuracy, and further was not identified or mapped with reasonable accuracy despite Design-Builder's adequate establishment and execution of the Underground Facilities Procedure referred to in Paragraph 5.05.A, causing an increase or decrease in the Design-Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the actual location, then an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 11. If Owner does not concur with Design-Builder, then Owner shall so indicate in writing, with a specific explanation of the reason for non-concurrence.
  2. No request by Design-Builder for an equitable adjustment under Paragraph 5.05.D shall be allowed unless Design-Builder has given the written notice required.
- E. *Inadequate Establishment or Execution of Underground Facilities Procedure:* If Design-Builder does not establish an Underground Facilities Procedure that is (1) adequate for the Site and the nature of the Project and (2) consistent with the guidelines set forth in ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," or Design-Builder does not adequately execute a duly established Underground Facilities Procedure, then Design-Builder shall bear all costs associated with the presence of an Underground Facility that was not identified or located with reasonable accuracy, including but not limited to delay, redesign, relocation, and increased Construction costs, if such Underground Facility

would have been identified and located with reasonable accuracy by an adequate and properly executed Underground Facilities Procedure that was consistent with ASCE 38.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reliance by Design-Builder on Technical Data Authorized:* Design-Builder may rely on the accuracy of the Technical Data with respect to environmental conditions at the Site.
- B. Design-Builder shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- C. Design-Builder shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Design-Builder, Project Design Professionals, Construction Subcontractors, Suppliers, or anyone else for whom Design-Builder is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- D. If Design-Builder encounters, uncovers, or reveals a Hazardous Environmental Condition (whether during Site investigation or during Construction) whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Design-Builder or anyone for whom Design-Builder is responsible creates a Hazardous Environmental Condition, then Design-Builder shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.16); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take corrective action, if any, and take such actions as are necessary to permit Owner to timely obtain required permits and provide Design-Builder the written notice required by Paragraph 5.06.E. If Design-Builder or anyone for whom Design-Builder is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- E. Design-Builder shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Design-Builder either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- F. If after receipt of such written notice Design-Builder does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then the portion of the Work that is in the area affected by such condition shall be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 9.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of

each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Contract Documents or the Technical Data, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Design-Builder's failure to control, contain, or remove a Constituent of Concern brought to the Site by Design-Builder or by anyone for whom Design-Builder is responsible, or to a Hazardous Environmental Condition created by Design-Builder or by anyone for whom Design-Builder is responsible. Nothing in this Paragraph 5.06.H shall obligate Design-Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

## **ARTICLE 6 – BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Design-Builder shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Design-Builder's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due, or until completion of the correction period specified in Paragraph 14.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other specific provisions of the Contract. Design-Builder shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Design-Builder shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Design-Builder is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Design-Builder shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise

to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Design-Builder has failed to obtain a required bond, Owner may exclude the Design-Builder from the Site and exercise Owner's termination rights under Article 15.
- F. Upon request to either Owner or Design-Builder from any Construction Subcontractor, Project Design Professional, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, the recipient of the request shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Design-Builder shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Design-Builder shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. All insurance required by the Contract to be purchased and maintained by Design-Builder shall be primary and without contribution by insurance maintained by Owner.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly permitted in the Supplementary Conditions.
- E. Design-Builder shall require (a) its Construction Subcontractors and Engineer (and any other Project Design Professional that is an independent individual or entity) to purchase and maintain commercial general liability, automobile liability, workers' compensation, employer's liability, professional liability (as applicable), and umbrella or excess liability insurance, and (b) its Construction Subcontractors to purchase and maintain contractor's pollution liability insurance. All such required insurance shall meet the same requirements for the applicable category of insurance established in this Contract for Design-Builder, unless otherwise indicated in the Supplementary Conditions.
- F. Design-Builder shall deliver to Owner, with copies to each additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Design-Builder has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Design-Builder shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if permitted) and deductibles, and evidence of insurance required to be purchased and maintained by Design-Builder's Construction Subcontractors, Engineer, and any other Project Design Professional that is an independent individual or entity. Design-Builder may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- G. Owner shall deliver to Design-Builder, with copies to each additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Design-Builder or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- H. Failure of Owner or Design-Builder to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Design-Builder to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- I. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Design-Builder has failed to obtain and maintain required insurance, Owner may exclude the Design-Builder from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Design-Builder or Design-Builder's interests.
- M. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Design-Builder's Insurance*

- A. *Workers' Compensation and Employer's Liability:* Design-Builder shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).

- B. *Commercial General Liability—Claims Covered:* Design-Builder shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Design-Builder, on an occurrence basis, against:
1. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees.
  2. Claims for damages insured by reasonably available personal injury liability coverage.
  3. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Design-Builder's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Design-Builder shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Design-Builder's contractual indemnity obligations in Paragraph 7.19.
  3. Broad form property damage coverage.
  4. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Design-Builder demonstrates to Owner that the specified ISO endorsements are not commercially available, then Design-Builder may satisfy this requirement by providing equivalent endorsements.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:
1. Any modification of the standard definition of "insured contract."
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs.
  4. Any exclusion of coverage relating to earth movement.
  5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability.

6. Any limitation or exclusion based on the nature of Design-Builder's work.
  7. Any professional liability exclusion broader in effect than ISO form CG 22 79 07 98.
- E. *Automobile liability:* Design-Builder shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- F. *Umbrella or excess liability:* Design-Builder shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each and every one of the underlying policies. Design-Builder may meet the combined limits of insurance (underlying policy plus applicable umbrella or excess) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy that follows the form of the underlying policy, as specified herein.
- G. *Contractor's pollution liability insurance:* Design-Builder shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Design-Builder's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- H. *Additional insureds:* The Design-Builder's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified as required additional insureds in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Design-Builder shall obtain all necessary endorsements to support these requirements.
- I. *Professional liability insurance:*
1. Design-Builder shall be responsible for purchasing and maintaining professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which Design-Builder is legally liable.
  2. If in the performance of this Contract any Design Professional Services, or other professional engineering or similar services, are to be performed by an independent design professional, under direct contract to Design-Builder or at any lower contractual tier, then Design-Builder shall be responsible for assuring that such independent design professional purchases and maintains professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the independent design professional is legally liable.
  3. If a Construction Subcontractor at any tier will provide or furnish design, engineering, or other similar professional services under this Contract, as the result of a delegation of

professional design responsibilities or otherwise, then Design-Builder shall assure that such Construction Subcontractor purchases and maintains applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable.

4. Any professional liability insurance required under this Contract shall be maintained throughout the duration of the Contract and for a minimum of three years after Substantial Completion. For each claims-made professional liability policy furnished and maintained to satisfy the requirements of this Paragraph 6.03.I, the retroactive date on the policy shall pre-date the commencement of furnishing services on the Project.
- J. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. Include at least the specific coverages provided in this Article.
  2. Be written for not less than the limits of coverage provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days' prior written notice has been given to Design-Builder. Within 3 days of receipt of any such written notice, Design-Builder shall provide a copy of the notice to Owner and each other insured under the policy.
  4. Remain in effect at least until final payment and Design-Builder's departure from the Site (and longer if expressly required elsewhere in this Contract), and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. Provide applicable protection from claims that may arise out of or result from the performance of the Work, whether such performance is by Design-Builder, a Project Design Professional, any Construction Subcontractor or Supplier, or anyone directly or indirectly retained by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the liability insurance required to be provided by Design-Builder, the Owner, at Owner's option and expense, may purchase and maintain Owner's own liability insurance to protect Owner against claims which may arise with respect to the Project.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Design-Builder, and Design-Builder cannot rely upon Owner's liability policies for any of Design-Builder's obligations to the Owner or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Design-Builder shall purchase and maintain builder's risk insurance upon the Construction on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the Owner and Design-Builder as named insureds, and all Construction Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. Be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Construction, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Design-Builder.
3. Cover, as insured property, at least the following: (a) the Construction (including but not limited to all buildings, structures, foundations, excavations, underground property, pilings, underground pipes, flues, drains, wiring, cables, and the like) and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into the Construction, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent Construction but which are intended to provide working access to the Site, or to the Construction, or which are intended to provide temporary support for the Construction, including scaffolding, form work, fences, shoring, lighting, cribbing, falsework, and temporary structures.
4. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. Extend to cover damage or loss to insured property while in transit.
7. Allow for partial occupation or use of the Construction by Owner, such that those portions of the Construction that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. Provide for the waiver of claims and waiver of the insurer's subrogation rights, as set forth in Paragraph 6.06.
9. Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. Not include a co-insurance clause.
  11. Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. Include performance/hot testing and start-up.
  13. Be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Construction by Owner, until the Construction is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days' prior written notice has been given to the purchasing policyholder. Within 3 days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Construction prior to Substantial Completion of all the Work as provided in Paragraph 14.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Design-Builder) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Construction that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Construction not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Design-Builder elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Design-Builder's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Design-Builder, a Construction Subcontractor, or an employee of Design-Builder or a Construction Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- G. *Loss of Use and Delay in Start-up:* Unless otherwise expressly stated elsewhere in this Contract, the Owner is responsible, at its option, for purchase and maintenance of insurance to protect Owner against the loss of use or delays in start-up caused by property damage.

#### 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against any Project Design Professional or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Design-Builder waive all rights against each other and the respective officers, directors, members,

partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Construction; and, in addition, waive all such rights against the Project Design Professionals, their consultants, all Construction Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Design-Builder as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Design-Builder, the Project Design Professionals, and the Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Construction caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 14.04, after Substantial Completion pursuant to Paragraph 14.03, or after final payment pursuant to Paragraph 14.06.
- C. Any insurance policy maintained by Owner covering any loss, damage, or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that the insured is allowed to waive the insurer's rights of subrogation against Design-Builder, Project Design Professionals, Construction Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, in a written contract executed prior to the loss, damage, or consequential loss.
- D. Design-Builder shall be responsible for assuring that each Construction Subcontract contains provisions whereby the Construction Subcontractor waives all rights against Owner, Design-Builder, all individuals or entities identified in the Supplementary Conditions as insureds, the Project Design Professionals, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Project.

**6.07** *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall maintain such funds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Construction shall be repaired or replaced, the money so received applied on account thereof, and the Construction and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – DESIGN-BUILDER'S RESPONSIBILITIES**

### **7.01** *Design Professional Services*

- A. Design-Builder shall provide the Design Professional Services needed to successfully perform and complete the Work required under this Contract.
- B. *Standard of Care:* The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

### **7.02** *Construction*

- A. Design-Builder shall perform and furnish the Construction pursuant to the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified.
- B. Design-Builder shall keep Owner advised as to the progress of the Construction.

### **7.03** *Supervision and Superintendence of Construction*

- A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder shall be solely responsible for the means, methods, techniques, sequences, and procedures of Construction.
- B. At all times during the progress of Construction, the Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

### **7.04** *Labor; Working Hours*

- A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, and in the absence of any Laws or Regulations to the contrary, Design-Builder may perform the Construction on legal holidays, during any or all hours of the day, and on any or all days of the week, at Design-Builder's sole discretion.

#### 7.05 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified by Owner or in the Construction Drawings or Construction Specifications, and unless specified otherwise shall be new and of good quality. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

#### 7.06 *“Or Equals” and Substitutions*

- A. If an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, then during the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers, by including the proposed items in the proposed Construction Drawings or Construction Specifications, with required notice to Owner that the Submittal contains a variation from the Contract Documents. Owner in its sole discretion may approve the use of the item if Owner determines that the item is functionally equal to that named and sufficiently similar so that no change in related Work will be required, taking into consideration whether the item:
  - 1. Is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2. Will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3. Has a proven record of performance and availability of responsive service; and
  - 4. Is not objectionable.
- B. *Effect of Owner’s Determination:* Neither approval nor denial of an “or-equal” request shall result in any change in Contract Price. The denial of an “or-equal” request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- C. *Substitutes:* During the preparation of the proposed Construction Drawings and Construction Specifications, the Design-Builder may propose a substitute to an item of material or equipment that is required to be furnished by the Contract Documents. Any such proposal shall be made in a transmittal to Owner that is separate from and independent of any Design Submittals. The proposal shall describe the advantages, disadvantages, and changes in Contract Price or Contract Time associated with the proposed substitute. Approval of the

proposed substitute shall be at Owner's sole discretion. If approved, the substitute item shall be incorporated in the Construction Drawings and Construction Specifications.

- D. *Design Professional Review:* Before Design-Builder transmits its proposal to Owner, the Project Design Professional that designed the portion of the Work affected by the proposed "or equal" or substitute shall review and approve the proposal.
- E. *Construction Drawings and Construction Specifications:* "Or equal" or substitute proposals with respect to items of material or equipment that are required in the Construction Drawings and Construction Specifications shall be considered proposed modifications of the Construction Drawings and Construction Specifications, and shall be governed by the provisions of Paragraph 8.02.H.

7.07 *Concerning Project Design Professionals, Construction Subcontractors, Suppliers, and Others*

- A. Design-Builder may retain Project Design Professionals, Construction Subcontractors, and Suppliers for the performance of parts of the Work. Such Project Design Professionals, Construction Subcontractors, and Suppliers must be acceptable to Owner.
- B. Design-Builder shall retain specific Project Design Professionals, Construction Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required to do so by the Contract Documents (including but not limited to the Proposal Amendment) as of the Effective Date.
- C. Prior to entry into any binding Design Agreement, Construction Subcontract, or purchase order, Design-Builder shall submit to Owner the identity of the proposed Project Design Professional, Construction Subcontractor, or Supplier (unless Owner has already deemed such proposed contractual party acceptable, during the bidding process or otherwise). Such proposed contractual party shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- D. Owner may require the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work solely on the basis of substantive, reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Project Design Professional, Construction Subcontractor, Supplier, or other entity.
- E. If Owner requires the replacement of any Project Design Professional, Construction Subcontractor, Supplier, or other entity retained by Design-Builder to perform any part of the Work, then Design-Builder shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- F. No acceptance by Owner of Engineer or of any Project Design Professional, Construction Subcontractor, Supplier, or other entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- G. Design-Builder shall be fully responsible to Owner for all acts and omissions of the Project Design Professionals, Construction Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work, just as Design-Builder is responsible for Design-Builder's own acts and omissions.

- H. Design-Builder shall be solely responsible for scheduling and coordinating the services and work of the Project Design Professionals, Construction Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- I. Design-Builder shall restrict all Project Design Professionals, Construction Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating directly with Owner, except in case of an emergency or a matter involving public health, safety, or welfare, or as otherwise expressly allowed herein.
- J. Owner may furnish to any Project Design Professional, Construction Subcontractor, or Supplier, to the extent practicable, information about amounts paid to Design-Builder on account of Work performed for Design-Builder by the requesting party.
- K. Nothing in the Contract Documents:
  - 1. Shall create for the benefit of any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity any contractual relationship between Owner and such third-party individual or entity; nor
  - 2. Shall create any obligation on the part of Owner to pay or to see to the payment of any money due any Project Design Professional, Construction Subcontractor, Supplier, or other third-party individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.08 *Patent Fees and Royalties*

- A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents or other Contract Documents for use in the performance of the Construction, and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then Owner has disclosed the existence of such rights to Design-Builder in the Conceptual Documents or other Contract Documents.
- B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device, except those required by the Contract Documents.
- C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design-Builder and its officers, directors, members, partners, employees or agents, Project Design Professionals, Construction Subcontractors, and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by

the Contract Documents, but not identified by Owner as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

7.09 *Permits and Utility Charges*

- A. The Contract Documents allocate responsibility for obtaining and paying for specified permits, licenses, certificates of occupancy, and approvals of governmental authorities having jurisdiction over the Work. Each party shall assist the other, when necessary, in obtaining such permits, licenses, certificates, and approvals.
- B. Design-Builder shall pay all charges of utility owners for temporary service to the Work. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work, and for capital costs related thereto.

7.10 *Taxes*

- A. Design-Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Design-Builder shall give all notices required by and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.
- B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.
- C. Changes in Laws or Regulations that occur after the date on which the Design-Builder committed to the Contract Price (whether by negotiation or making an offer or proposal) and affect the cost or time of performance shall be the subject of an equitable change in Contract Price or Contract Times.

7.12 *Record Documents*

- A. Design-Builder shall maintain the Record Documents in good order, in a safe place at the Site. Design-Builder shall annotate the Record Documents to show all changes and clarifications made (whether in the field or otherwise) during performance of Construction. The Record Documents, as annotated, will be available to Owner for reference. Upon completion of the Construction, Design-Builder shall deliver the Record Documents, as annotated, to Owner.
- B. After receipt and review of the Record Documents from Design-Builder upon completion of Construction, the Owner may comment on any possible inaccuracies. After Owner and Design-Builder collaboratively address any such comments, the Record Documents shall be deemed to be Record Drawings and Record Specifications.
- C. The Record Drawings and Record Specifications are Contract Documents, and are binding upon Design-Builder with respect to its obligations to comply with the Contract Documents, including but not limited to correction period responsibilities and warranty obligations.

### 7.13 *Safety and Protection*

- A. Design-Builder shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Construction Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of Construction.
- B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.13.A.2 or 7.13.A.3 caused, directly or indirectly, in whole or in part, by Design-Builder, any Construction Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design-Builder.
- F. Design-Builder's duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed, Owner has issued a notice to Design-Builder in accordance with Paragraph 14.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion), and Design-Builder has left the Site.
- G. Design-Builder's duties and responsibilities for safety and protection shall resume whenever Design-Builder or any Construction Subcontractor, Supplier, or other representative returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Safety Representative*

- A. Design-Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.15 *Hazard Communication Programs*

- A. Design-Builder shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design-Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.17 *Post-Construction Phase*

- A. Design-Builder shall:
  - 1. Provide assistance in connection with the start-up and testing of any equipment or system.
  - 2. Assist Owner in training staff to operate and maintain the Work.

7.18 *Design-Builder's General Warranty and Guarantee*

- A. Design-Builder warrants and guarantees to Owner that Design-Builder will perform and complete the Construction as required by the Contract Documents, and that all Construction will be in accordance with the Contract Documents, the Construction Drawings, and the Construction Specifications (as duly modified in accordance with the Contract), and will not be defective.
- B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. Abuse, modification or improper maintenance or operation by persons other than Design-Builder, Construction Subcontractors, or Suppliers or any other individual for whom Design-Builder is responsible; or
  - 2. Normal wear and tear under normal usage.
- C. None of the following will constitute an acceptance by Owner of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents, unless expressly stated otherwise in writing:
  - 1. Observations by Owner;
  - 2. The making of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion;

4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Submittal;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Construction by Owner.

#### 7.19 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify and hold harmless Owner, Owner's Consultant, and their officers, directors, members, partners, employees, agents, consultants, and subcontractors, from losses, damages, and judgments (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) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
- B. In any and all claims or actions against Owner, Owner's Consultant, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Design-Builder, a Project Design Professional, any Construction Subcontractor, any Supplier, any individual or entity directly or indirectly employed or retained by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.19.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder, a Project Design Professional, or any Construction Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Design-Builder under Paragraph 7.19.A shall not extend to the liability of Owner's Consultant, other consultants or design professionals of Owner, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

### **ARTICLE 8 – SUBMITTALS**

#### 8.01 *Design-Builder's Preparation of Submittals*

- A. Design Submittals shall be prepared by Project Design Professionals, on behalf of Design-Builder.
- B. The appropriate Project Design Professional shall review and approve each Submittal (including but not limited to all Design Submittals), other than those Submittals not involving technical or engineering matters, before Design-Builder's transmittal of such Submittal to Owner. Such review and approval shall account for the following, as appropriate:
  1. That any items covered by such Submittal will, after installation or incorporation in the Construction, comply with the information and requirements in the Contract Documents

and the Construction Drawings and Construction Specifications, as duly modified, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified.

2. That if the Submittal includes any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, or any proposed variation from the requirements of such documents, such proposed modification or variation is acceptable based on the standards of the engineering profession (or other applicable design profession), and if implemented will be supported by signing or sealing by a licensed design professional, as necessary.
- C. Before Design-Builder's transmittal of a Submittal to Owner, the Design-Builder shall, as applicable:
1. Review and coordinate the Submittal with other Submittals and with the requirements of the Work, the Contract Documents, the Construction Drawings, and the Construction Specifications, as duly modified;
  2. Determine and verify all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, and confirm that the Submittal is complete with respect to all related data included in the Submittal;
  3. Determine and verify the suitability of proposed materials and equipment with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation; and
  4. Determine and verify all information relative to Design-Builder's responsibilities for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- D. Design-Builder shall give Owner specific written notice of any proposed modification of the Contract Documents, Construction Drawings, or Construction Specifications, and any variations that a Submittal may have from the requirements of the Contract Documents, Construction Drawings, and Construction Specifications, as duly modified. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Submittal in drawing form, by a specific notation made on the drawing itself.
- E. Each Submittal shall bear a stamp or specific written certification by Design-Builder that it has satisfied its obligations under the Contract Documents with respect to preparation of the Submittal, and that Design-Builder approves the Submittal.
- F. All Submittals must be acceptable based on compliance with form and content requirements of the Contract Documents. Design-Builder shall submit Design Submittals for Owner's review and approval. Other Submittals shall not require express approval, except as indicated in the Supplementary Conditions or elsewhere in the Contract Documents.

#### 8.02 *Owner's Review of Submittals*

- A. Owner will review all Submittals, and may comment on any Submittal. Any response to a Submittal by Owner shall be in accordance with the schedule of required Submittals accepted by Owner as required by Paragraph 2.07, and the provisions of the Contract Documents.

- B. For those Submittals requiring Owner's review and approval, Owner's response will be in writing and will indicate either that Owner approves the Submittal or rejects the Submittal. Owner may also include comments regarding the approved or rejected Submittal. For those Submittals that do not require approval, the Submittal shall be deemed acceptable to Owner unless Owner responds with a timely objection or adverse comment.
- C. Unless a specific provision of the Contract Documents expressly provides otherwise, Owner's review of a Submittal will be to determine if the Submittal complies with and is consistent with the Contract Documents. If Owner concludes that a Submittal requiring approval complies with and is consistent with the Contract Documents, the Owner shall approve such Submittal.
- D. Owner's approval, rejection, or acceptance of a Submittal will not extend to the means, methods, techniques, sequences, or procedures of Construction, or to safety precautions or programs incident thereto.
- E. Owner's review, comments, approval, rejection, or acceptance of Submittals shall not relieve Design-Builder from responsibility for (1) performance of the Work in accordance with the Contract Documents, (2) the scheduling and progress of the Work, (3) the means, methods, sequences, techniques, and procedures of Construction, and safety precautions and programs incident thereto, or (4) any variation from the requirements of the Contract Documents, unless Design-Builder has in a separate written communication at the time of submission called Owner's attention to each such variation, and Owner has given written approval of each such variation; nor shall Owner's review, comments, approval, rejection, or acceptance of a Submittal impose any such responsibility on Owner.
- F. Construction tasks and expenditures by Design-Builder prior to Owner's review and approval or acceptance of any Submittal will be at the sole risk of Design-Builder.
- G. In reviewing, approving, rejecting, accepting, or commenting on any Design Submittal, Owner does not assume responsibility for the design, for any deficiencies in the Design Submittal or in the Design Professional Services by which they were prepared, or for constructability, cost, or schedule problems that may arise in connection with the Design Submittal.
- H. The parties acknowledge that Design-Builder's design responsibilities continue after commencement of Construction. During the course of Construction, the Design-Builder may propose modifications to the Construction Drawings and Construction Specifications. Owner shall approve such proposed modifications if (1) they comply with and are consistent with the Contract Documents, (2) Design-Builder has demonstrated that the modification is minor in character, or will not be detrimental to the quality and function of the Work, (3) the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters, and (4) Owner has not relied on the previously-approved Construction Drawings and Construction Specifications, such that the proposed modification would be detrimental to the Owner's interests. At its option, Owner may also approve more substantial or divergent proposed modifications, provided that the appropriate Project Design Professional has reviewed and approved the proposed modification with respect to any technical or engineering matters.

## ARTICLE 9 – OTHER CONSTRUCTION

### 9.01 *Other Work*

- A. In addition to and apart from the Work to be performed and furnished by Design-Builder under the Contract Documents, the Owner may perform other construction work at or adjacent to the Site during the course of the Project. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Design-Builder written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work at or adjacent to the Site, Owner shall provide such information to Design-Builder.
- C. Design-Builder shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and to Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Design-Builder shall do all cutting, fitting, and patching of the Construction that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected.
- D. If the proper execution or results of any part of the Construction depends upon work performed by others under this Article 9, Design-Builder shall inspect such other work and promptly report to Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Construction. Design-Builder's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Construction, except for latent defects and deficiencies in such other work.

### 9.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Design-Builder prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.

- B. If the Supplementary Conditions do not identify the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors, Owner shall have sole authority and responsibility for such coordination.

### 9.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Construction or to the property of Design-Builder or the Construction Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Construction, through actions or inaction, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Design-Builder in the Contract Documents, and any provisions in Laws or Regulations concerning utility action or inaction, or related remedies. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Design-Builder assigning to Owner all Design-Builder's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Design-Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.
- B. Design-Builder shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Design-Builder fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Design-Builder, and assign to such other contractor or utility owner the Owner's contractual rights against Design-Builder with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Design-Builder shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Design-Builder's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Design-Builder.
- D. If Design-Builder damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Design-Builder's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Design-Builder's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Design-Builder or Owner, then Design-Builder shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, 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) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 10 – OWNER’S RESPONSIBILITIES**

### **10.01 General**

- A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:
1. If requested in writing by Design-Builder, furnish reasonable evidence satisfactory to Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design-Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days’ notice to the Owner;
  2. Make payments to Design-Builder promptly when they are due, as provided in Paragraph 14.01 and 14.06;
  3. Furnish the Site as set forth in Paragraph 5.01; arrange for safe access to and make all provisions for Design-Builder to enter upon public and private property as may reasonably be required for Design-Builder to perform Work under the Contract.
  4. Furnish to Design-Builder, as required for performance of the Work, the following, all of which Design-Builder may use and rely upon in performing services under this Agreement:
    - a. Environmental assessment and impact statements;
    - b. Property, boundary, easement, right-of-way, and other special engineering surveys or data;
    - c. Property descriptions;
    - d. Zoning, deed, and other land use restrictions;
    - e. Utility and topographic mapping and surveys;
    - f. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; any information or data known to Owner concerning underground facilities at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data;
    - g. Any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site;
    - h. Engineering surveys to establish reference points which in Owner’s judgment are necessary to enable Design-Builder to proceed with the Work;
    - i. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and
    - j. Permits, licenses, and approvals of government authorities that the Contract Documents expressly require Owner to obtain.

5. Provide information known to Owner relating to the presence of materials and substances at the Site that could create a Hazardous Environmental Condition.
- B. If an obligation ascribed to Owner in Paragraph 10.01.A is expressly assigned to Design-Builder, in the description of the Work or elsewhere in the Contract Documents, then such express assignment to Design-Builder shall supersede the provision in Paragraph 10.01.A.
- C. Recognizing and acknowledging that Design-Builder's services and expertise do not include the following services, Owner shall furnish or obtain, as required for the Project:
  - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - b. Legal services with regard to issues pertaining to the Project as Owner requires, or Design-Builder reasonably requests.
  - c. Such auditing services as Owner requires to review cost submittals or ascertain how or for what purpose Design-Builder has used the money paid.
- D. Examine all studies, reports, alternate solutions, sketches, drawings, specifications, proposals, Submittals (including Design Submittals), and other documents presented by Design-Builder (including obtaining advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate with respect to such examination), and if a decision is required with respect to any such document, render such decision in writing pursuant to any specific schedule, or if no specific schedule pertains, within a reasonable time after receipt of the document.

#### 10.02 *Insurance*

- A. Owner's responsibilities with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

#### 10.03 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

#### 10.04 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility with respect to undisclosed Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in Paragraph 5.06.

#### 10.05 *Owner's Site Representative*

- A. Owner may furnish an Owner's Site Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Owner's Site Representative and assistants will be as provided in the Supplementary Conditions.

#### 10.06 *Owner's Consultants and Managers*

- A. Owner's Consultant, if any, is identified in the Agreement.
- B. Owner shall advise Design-Builder of the identity and scope of services of any other independent consultants or managers retained by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, constructability review, program management, project management, or contract administration.
- C. Neither Owner's Consultant, Owner's Site Representative, nor any other consultant or manager retained by Owner, has any duties, responsibilities, or authorities with respect to Design-Builder, unless expressly provided in this Contract. Owner's Consultant and such other consultants and managers shall not supervise, direct, or have control or authority over, nor be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work; and will not be responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

#### 10.07 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to Paragraph 7.13.D.
- B. Owner shall inform Design-Builder of any specific requirements of safety or security programs that are applicable to Design-Builder while at the Site.

#### 10.08 *Permits and Approvals*

- A. Owner shall obtain reviews, approvals, certificates, and permits from governmental authorities having jurisdiction over the Project as indicated in the Contract Documents.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order or a Work Change Directive.
  - 1. *Change Orders*: If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
  - 2. *Work Change Directives*: The Work modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order. When a Work Change Directive is issued, the parties will promptly meet to attempt to negotiate the Work Change Directive's effect, if any, on the Contract Times and Contract Price. The effect, if any, on Contract Times and Contract Price, together with the Work Change Directive's addition, deletion, or revision to the Work, will be set forth in a subsequently issued Change Order.

- B. Either Owner or Design-Builder may propose or request a Change Order. With respect to certain events, this Contract may indicate specific times in which such requests or proposals must be submitted to the other party. With respect to all other events, the request or proposal shall be submitted to the other party within 30 days of the event giving rise to the request or proposal.

11.02 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, and notwithstanding any other provision of the Contract, Owner may, at any time or from time to time, order or authorize additions, deletions, or revisions in the Work within the general scope of the Contract. Such changes may be accomplished by a Change Order, if Owner and Design-Builder have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Design-Builder to undertake work that Design-Builder reasonably concludes cannot be performed in a manner consistent with Design-Builder's safety or professional obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as duly amended, except in the case of an emergency as provided in Paragraph 7.16, or in the case of uncovering Construction as provided in Paragraph 13.03.A.3.

11.04 *Changes Involving the Design*

- A. To the extent a change, whether proposed by Design-Builder or Owner, ordered by Owner, or set forth in a proposed Change Order or in a Work Change Directive, involves the design (as set forth in the Construction Drawings, Construction Specifications, or otherwise) or other engineering or technical matters, such changes must be reviewed and approved by the applicable Project Design Professional. The review and approval may occur at the time the change occurs, or as part of Design-Builder's provision of Professional Design Services in response to the change.

11.05 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim regarding an adjustment in the Contract Price shall be presented by written notice to the other party in accordance with Paragraph 16.01.
- B. If the Contract Price is based on Cost of the Work, then the provisions in the Agreement regarding Cost of the Work and changes in the Design-Builder's fee, Contract Price, Guaranteed Maximum Price, and Guaranteed Maximum Fee, apply.
- C. The value of any Work covered by a Change Order or of any adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 12.02); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.05.D); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents, and agreement to a lump sum is not reached under Paragraph 11.05.C.2, then on the basis of the Cost of the Work for price adjustments (determined as provided in the Cost of the Work provisions in the Agreement, if applicable, or in Paragraph 12.01), plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.05.D).
- D. *Design-Builder's Fee*: The Design-Builder's fee for overhead and profit on Change Orders shall be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 12.01.B.1.a. and 12.01.B.2, the Design-Builder's fee shall be 15 percent;
    - b. For costs incurred under Paragraph 12.01.B.3, 12.01.B.4, 12.01.B.5, and 12.01.B.6, the Design-Builder's fee shall be 5 percent;
    - c. With respect to Construction Subcontracts, where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of this Contract is that the Design-Builder's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraph 12.01 by the subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Design-Builder itself, and to any Construction Subcontractors of a tier higher than that of the Construction Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Construction Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Construction Subcontractor that actually performs the Work;
    - d. With respect to Design Agreements, the Engineer or other invoicing Project Design Professional under a Design Agreement may add a fee of 5 percent to an invoice from a lower tier design entity, and Design-Builder may add a fee of 5 percent to an invoice from Engineer or other invoicing Project Design Professional; Owner shall not be responsible for any other mark-up at any tier (other than those incorporated in a factor, multiplier, hourly rate, or stipulated sum from the entity performing the subject Design Professional Services);
    - e. No fee will be payable on the basis of costs itemized in Paragraph 12.01.B.7 or 12.01.C;
    - f. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design-Builder's fee by an amount equal to 5 percent of such net decrease; and

- g. When both additions and credits are involved in any one change, the adjustment in Design-Builder's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.05.D.2.a through 11.05.D.2.e., inclusive.

#### 11.06 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim regarding an adjustment of the Contract Times shall be presented by written notice to the other party pursuant to Paragraph 16.01.
- B. Design-Builder's entitlement to an adjustment of the Contract Times under this Contract is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Times.

#### 11.07 *Execution of Change Orders*

- A. Owner and Design-Builder shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Design-Builder has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's correction of defective Work under Paragraph 13.05 or Owner's acceptance of defective Work under Paragraph 13.07, or (c) agreed to by the parties (all subject to the need for review and approval by the applicable Project Design Professional pursuant to Paragraph 11.04); and
  - 4. Changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Article 16.
- B. If Owner or Design-Builder refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notice to Sureties*

- A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12 – COST OF THE WORK ADJUSTMENTS; UNIT PRICE WORK**

#### 12.01 *Cost of the Work*

- A. *Costs of the Work Adjustment:* When the price of Work covered by a Change Order or an adjustment in Contract Price is to be determined on the basis of Cost of the Work, the Cost of the Work adjustment means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the specific portion of the Work. The costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the adjustment. If

the Agreement contains Cost of the Work provisions, such provisions shall govern in determining the Cost of the Work for Change Order or adjustment purposes. If the Agreement does not contain Cost of the Work provisions, then the provisions in Paragraph 12.01 shall apply.

- B. *Costs Included:* The Cost of the Work adjustment does not include any of the costs itemized in Paragraph 12.01.C, and shall include only the following items with respect to the subject Work:
1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the subject Work, under schedules of job classifications agreed upon by Owner and Design-Builder in advance of such performance.
    - a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the subject Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing the subject Work outside the hours or days permitted by this Contract shall be included in the above to the extent such performance of Work is authorized by Owner.
    - b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services as employees of Design-Builder. For purposes of this Paragraph 12.01.B.1.b, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, as designated in the Agreement, for services in the performance of the subject Work.
  2. Cost of all materials and equipment furnished and incorporated in the subject Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.
  3. Cost of permits obtained by Design-Builder.
  4. Payments made by Design-Builder to Construction Subcontractors for subject Work performed or furnished by such Construction Subcontractors. If any subcontract provides that the Construction Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Construction Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.
  5. Payments made by Design-Builder for Design Professional Services provided or furnished with respect to the subject Work under a Design Agreement.
  6. Costs of special consultants (not including Project Design Professionals), including but not limited to testing laboratories, attorneys, and accountants, retained for services specifically related to the subject Work.

7. Supplemental costs including the following items:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Design-Builder.
  - c. Rentals of all construction or engineering equipment and machinery, and their parts, whether rented from Design-Builder or from others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal of such equipment, machinery, and parts. All such costs shall be in accordance with the terms of such rental agreements. The rental of any such equipment, machinery, or parts shall cease when its use is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the subject Work, and for which Design-Builder is liable, imposed by Laws or Regulations.
  - e. Deposits lost for causes other than negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses, damages, and related expenses caused by damage to the subject Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design-Builder, any Construction Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site, as applicable to the subject Work.
  - h. Minor expenses such as long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in

Paragraph 12.01.B.1, all of which are to be considered administrative costs covered by the Design-Builder's fee.

2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.
  3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the subject Work and charges against Design-Builder for delinquent payments.
  4. Costs due to the negligence of Design-Builder, any Construction Subcontractor, Engineer or other Project Design Professionals, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind, and the costs of any item not specifically and expressly included in Paragraph 12.01.B.
- D. *Design-Builder's Fee:* When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.05.D.
- E. *Documentation:* Whenever the cost of any Work is to be determined pursuant to Paragraph 12.01.B and 12.01.C, Design-Builder will establish and maintain cost records in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

#### 12.02 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design-Builder will be made by Owner.
- B. If Design-Builder's compensation is based on Cost of the Work, this Contract will not include compensation under unit prices unless expressly stated otherwise.
- C. Each unit price will be deemed to include an amount considered by Design-Builder to be adequate to cover Design-Builder's overhead and profit for each separately identified item.
- D. Design-Builder or Owner may seek an adjustment in the Contract Price if:
  1. The quantity of any item of Unit Price Work performed by Design-Builder differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  2. Such an adjustment would not duplicate, and is coordinated with, any other related adjustments of Contract Price; and
  3. Design-Builder has incurred additional expense, or less expense, as a result of the variation in quantity.

## ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

### 13.01 *Access to Construction*

- A. Owner, Owner’s Consultant, Owner’s Site Representative, and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder’s Site safety procedures and programs so that they may comply therewith as applicable.

### 13.02 *Tests, Inspections, and Approvals*

- A. Design-Builder shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. By the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. By Laws and Regulations, unless the Contract Documents or Laws and Regulations expressly allocate responsibility for a specific inspection or test to Owner;
  - 3. To attain Owner’s acceptance of materials or equipment to be incorporated in the Construction;
  - 4. By manufacturers of equipment furnished under the Contract Documents;
  - 5. To meet the requirements of the Construction Drawings and Construction Specifications;
  - 6. For testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Construction; and
  - 7. For acceptance of materials, mix designs, or equipment submitted for approval prior to Design-Builder’s purchase thereof for incorporation in the Construction.
- B. Owner shall be responsible for arranging, obtaining, and paying for all inspections and tests expressly required by the Contract Documents or Laws and Regulations to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Construction shall be governed by the provisions of Paragraph 13.03.
- C. All inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design-Builder.
- D. If the Contract Documents require the Construction (or part thereof) to be approved by Owner or another designated individual or entity, then Design-Builder shall assume full responsibility for arranging and obtaining such approvals.
- E. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, and approvals.
- F. Design-Builder shall give Owner timely notice of readiness of the Construction (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- G. Each party shall provide the other with copies of any certificates of inspection or approval obtained with respect to tests and inspections.

- H. Both parties may rely on the results of inspections and tests, performed pursuant to this paragraph and the governing provisions of the Contract Documents, Laws and Regulations, and the Construction Drawings and Construction Specifications.
- I. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Contractor shall, if requested by Owner, uncover such Construction for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

### 13.03 *Uncovering Construction*

- A. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, then Design-Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection, or testing, as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment.
  - 1. If the Construction had been covered contrary to the written request of Owner or a requirement of the Contract Documents, then uncovering it for Owner's observation and re-covering it shall be at Design-Builder's expense, regardless of whether it is defective.
  - 2. If it is found that the covered Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement, re-covering, or reconstruction (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.
  - 3. If the covered Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, re-covering, and reconstruction, subject to the provisions of Paragraph 13.03.A.1.

### 13.04 *Defective Construction*

- A. It is Design-Builder's obligation to assure that the Construction is not defective.
- B. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. Owner may reject, accept, or correct defective Construction.
- C. Promptly after receipt of written notice of defective Construction, unless Owner expressly indicates that it will accept the defective Construction, Design-Builder shall correct all such defective Construction, whether or not fabricated, installed, or completed; or, if Owner has rejected the defective Construction, remove it from the Project and replace it with Construction that is not defective.
- D. When correcting defective Construction, Design-Builder shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Construction.

### 13.05 *Owner May Correct Defective Construction*

- A. If Design-Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction, or if Design-Builder fails to perform the Construction in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, Owner may, after 7 days' written notice to Design-Builder, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.05 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design-Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design-Builder's services related thereto, and incorporate in the Construction all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere. Design-Builder shall allow Owner, Owner's Consultant, Owner's Site Representative, and Owner's other representatives, agents, employees, and contractors, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

### 13.06 *Costs*

- A. Design-Builder shall bear all costs arising out of or relating to the correction, removal, or replacement of defective Construction, including but not limited to repair of adjacent Work or property; delay costs and impacts; fees and charges of engineers, architects, attorneys, and other professionals; and all court, arbitration, or other dispute resolution costs.
- B. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising its rights and remedies arising from defective Construction under this Article will be charged against Design-Builder, by set-off against payment or otherwise.
- C. Design-Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to defective Construction.

### 13.07 *Owner's Acceptance of Defective Construction*

- A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. If such acceptance is proposed prior to final payment, it shall be subject to confirmation by the applicable Project Design Professional that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Design-Builder shall pay 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) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted.

### 13.08 *Owner May Stop Construction*

- A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that

the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

#### **ARTICLE 14 – PAYMENTS TO DESIGN-BUILDER; COMPLETION**

##### **14.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Paragraph 2.04 will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. *Application for Progress Payment:* On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design-Builder shall submit to Owner for review an Application for Payment filled out and signed by Design-Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- C. *Payment of Obligations:*
  - 1. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.
  - 2. If Design-Builder contends that it has withheld payment of underlying obligations for good cause, then Design-Builder shall inform Owner of the identity of the entity from which Design-Builder has withheld payment, the amount of the withholding, and the reason for the withholding.
- D. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- E. *Review of Applications:*
  - 1. Owner will, within 10 days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design-Builder indicating in writing its reasons for refusing to accept the Application.
- F. Not more than 10 days after accepting such Application the amount will become due and when due will be paid by Owner to Design-Builder.
  - 1. If Owner should fail to pay Design-Builder at the time the payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written

notice that he will stop the Work within 7 days after receipt of the notice by Owner, and after such 7-day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

2. Payments due but unpaid shall bear interest at the rate specified in the Agreement.
3. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

G. *Reduction in or Refusal to Make Payment:*

1. Owner may impose a set-off against the whole or any part of any such payment, or nullify any previous payment because of subsequently discovered evidence or the results of subsequent inspections or tests, to the extent that is reasonably necessary to protect Owner from loss because:
  - a. Claims have been made against Owner on account of Design-Builder's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Design-Builder's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from breach of warranty, workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Design-Builder has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Design-Builder has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Design-Builder is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Construction is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Construction in accordance with Paragraph 13.05, or has accepted defective Construction pursuant to Paragraph 13.07;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event that would constitute a default by Design-Builder and therefore justify a termination for cause has occurred;
  - j. Liquidated damages, special damages, or performance damages have accrued under the Contract Documents as a result of Design-Builder's failure to achieve Milestones, Substantial Completion, final completion of the Work, or performance requirements, as applicable;

- k. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens; or
  - l. There are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, Owner will give Design-Builder immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Design-Builder any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Design-Builder the amount so withheld, or any adjustment thereto agreed to by Owner and Design-Builder, if Design-Builder remedies the reasons for such action. The reduction imposed shall be binding on Design-Builder unless it duly presents a written notice of Claim contesting the reduction.

#### 14.02 *Design-Builder's Warranty of Title*

- A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether already incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.03 *Substantial Completion*

- A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor.
- B. If Owner considers the Work substantially complete:
  - 1. Owner and Design-Builder will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Design-Builder agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
  - 2. Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. Owner shall attach to the certificate a punch list of items to be completed or corrected before final payment.
- C. After Substantial Completion the Design-Builder shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Design-Builder may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- D. Owner shall have the right to exclude Design-Builder from the Site after the date of Substantial Completion subject to allowing Design-Builder reasonable access to remove its property and complete or correct items on the punch list.

#### 14.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (1) has specifically been identified in the Contract Documents, or (2) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:
1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction that Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 14.03 for that part of the Construction.
  2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 14.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 6.05 regarding property insurance.

#### 14.05 *Final Inspection*

- A. Upon written notice from Design-Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.06 *Final Payment*

A. *Application for Payment:*

1. After Design-Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, and Record Documents, Design-Builder may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (unless previously delivered) by:
  - a. All documentation called for in the Contract Documents;
  - b. Consent of the surety, if any, to final payment;

- c. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment;
  - d. A list of all disputes that Design-Builder believes are unsettled; and
  - e. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of such releases or waivers of Liens specified in Paragraph 14.06.A.2, and as approved by Owner, Design-Builder may furnish receipts or releases in full and an affidavit of Design-Builder that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed, and (b) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Project Design Professional, Construction Subcontractor, or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- B. *Final Payment and Acceptance:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 10 days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment.
- D. *Payment Becomes Due:* The amount will become due and will be paid by Owner to Design-Builder 30 days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability.

#### 14.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Design-Builder. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.05, from Design-Builder's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from unresolved disputes or Claims presented by Owner, or from Design-Builder's continuing obligations under the Contract.
- B. The acceptance of final payment by Design-Builder will constitute a waiver by Design-Builder of all claims and rights against Owner other than those pending matters that have been duly submitted to dispute resolution under the provisions of Article 16.

#### 14.08 *Correction Period*

- A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design-Builder shall

promptly, without cost to Owner and in accordance with Owner's written instructions, (1) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (2) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

- B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.
- C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, or removed or replaced, under this Paragraph 14.08, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### **15.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design-Builder, which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

### **15.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events justifies termination for cause:
  - 1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the progress schedule as duly adjusted).
  - 2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.
  - 3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occurs, Owner may, after giving Design-Builder (and the surety, if any) 7 days' written notice, terminate the services of Design-Builder, take possession of any completed Design Submittals prepared by or for Design-Builder (subject to the limited license and indemnification provisions of Paragraph 3.04), exclude Design-Builder from the Site, take possession of the Work, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (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) such excess will be paid to Design-Builder. If such costs, losses and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- C. Notwithstanding Paragraph 15.02.B, Design-Builder's services will not be terminated if Design-Builder begins, within 7 days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

#### 15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Design-Builder, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Design-Builder shall be paid (without duplication of any items) for:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. Amounts paid in settlement of terminated contracts with Project Design Professionals, Construction Subcontractors, Suppliers and others (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 incurred in connection with such terminated contracts); and
  - 4. Reasonable expenses directly attributable to termination.
- B. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Design-Builder May Stop Work or Terminate*

- A. If, through no act or fault of Design-Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, Owner fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Design-Builder any sum finally determined to be due, then Design-Builder may, upon 7 days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.A. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design-Builder any sum finally determined to be due, Design-Builder may upon 7 days' written notice to

Owner stop the Work until payment is made of all such amounts due Design-Builder, including interest thereon. The provisions of this paragraph are not intended to preclude Design-Builder from obtaining an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design-Builder's stopping Work as permitted by this paragraph.

## **ARTICLE 16 – DISPUTES**

### **16.01 *Methods and Procedures***

- A. *Notice of Claim:* If Owner and Design-Builder are not in agreement regarding a proposed or requested Change Order, other proposed adjustment of Contract Price or Contract Times, a Work Change Directive issued by Owner, or any other relief proposed or requested under the Contract, then either party may provide written notice of a Claim to the other party. Such notice of Claim shall be given within 90 days of: the proposal or request for a Change Order; such other proposed adjustment of Contract Price or Contract Times; the issuance of the Work Change Directive; or the proposal or request for other relief under the Contract. The notice of Claim shall be given within the 90 days regardless of whether the other party has responded to such proposal, request, or issuance, and regardless of whether discussions or negotiations are in progress; provided, however, that the parties may extend the time to give such notice of Claim by mutual written agreement. The notice of Claim shall include a statement of position, specification of the remedy sought, and supporting documentation.
- B. *Response:* Within 30 days of the date of notice of Claim, the receiving party shall respond with a written statement of position and any supporting documentation.
- C. *Direct Negotiations:* Owner and Design-Builder agree to directly negotiate all Claims between them in good faith for a period of 60 days from the date of notice of Claim.
- D. *Mediation:* If direct negotiations are unsuccessful in resolving a Claim, then Owner and Design-Builder shall submit the unsettled Claim to mediation by a mutually agreeable mediator or mediation service. Owner and Design-Builder agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days.
  - 1. The fees and expenses, including filing fees, of the mediator and any mediation service shall be shared equally by Owner and Design-Builder.
  - 2. The mediation shall be held in the locality where the Project is located, unless another location is mutually agreed upon by the parties.
  - 3. A settlement (if any) resulting from such mediation will be specifically enforceable under the prevailing law, by any court having jurisdiction.
  - 4. Participation in the mediation process in good faith is a condition precedent to commencing final or binding dispute resolution.
- E. If mediation is unsuccessful in resolving a Claim, then within 120 days of the completion of the mediation (1) the parties may mutually agree to a binding dispute resolution process of their choice, or (2) the claimant may give notice to the other that the claimant will seek to have the dispute resolved by a binding dispute resolution method established in this Contract, or if no such method has been established, by a court of competent jurisdiction. Failure by claimant to give such notice in a timely manner shall result in a waiver of the Claim.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice to the other party to this Contract, it will be deemed to have been validly given if delivered to the Authorized Representative of the other party:
  - 1. In person, by a commercial courier service or otherwise; or
  - 2. By registered or certified mail, postage prepaid; or
  - 3. By e-mail, with the words “Formal Notice” or similar in the e-mail’s subject line.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

- A. Unless expressly stated otherwise in this Contract, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, or waiver of, any rights and remedies available to any or all of them which are otherwise imposed or available by:
  - 1. Laws or Regulations; or
  - 2. Any special warranty or guarantee; or
  - 3. Other provisions of the Contract.
- B. The provisions of Paragraph 17.03.A will be as effective as if repeated specifically in the Contract in connection with each particular duty, obligation, right and remedy to which they apply.

### 17.04 *Limitation of Damages*

- A. With respect to this Contract and any and all Claims and other matters at issue, Owner shall not be liable to Design-Builder for any claims, costs, losses, or 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) sustained by Design-Builder on or in connection with any other project or anticipated project.

### 17.05 *No Waiver*

- A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### 17.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

17.07 *Controlling Law*

- A. The Contract Documents will be construed in accordance with the law of the place of the Project.

17.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **15. ORDINANCES ON FIRST READING**

- 15.A. Ordinance No. 22-06 amending pay plan by adding Chief Building Inspector to Grade C3, Project Engineer to Grade C4, and Volunteer Fire Captains for Fire and EMS to Other Positions and removing Assistant Fire Chief and Fire Training & Safety Officer from Other Positions.

**ORDINANCE NO. 22-06**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY ADDING CHIEF BUILDING INSPECTOR TO GRADE C3, PROJECT ENGINEER TO GRADE C4, AND VOLUNTEER FIRE CAPTAINS FOR FIRE AND EMS TO OTHER POSITIONS AND REMOVING ASSISTANT FIRE CHIEF AND FIRE TRAINING & SAFETY OFFICER FROM OTHER POSITIONS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Ordinance No. 21-27 establishing the pay plan for all classifications within the city be amended by adding Chief Building Inspector to Grade C3, Project Engineer to Grade C4, and Volunteer Fire Captains for Fire and EMS to Other Positions and removing Assistant Fire Chief and Fire Training & Safety Officer from Other Positions

2021-2022  
PAY SCALE TABLE

GRADE A5 \$12.99 - \$17.15  
Program Assistant

GRADE A7 \$13.94 - \$18.38  
Lead Lifeguard /Program Coordinator  
Library Assistant

GRADE B2 \$16.17 - \$21.82  
Customer Service Account Clerk

GRADE B3 \$16.73 - \$22.62  
Area Transit Driver  
Library Assistant II  
Library Maintenance Worker  
Office Associate

GRADE B4 \$17.32 - \$23.37  
Area Transit Supervisor

GRADE B5 \$17.93 - \$24.20  
Customer Service Clerk  
Library Assistant III  
Office Associate II

GRADE B6 \$18.54 - \$25.07  
Account Clerk  
Communications Specialist (911 Dispatcher)  
Finance Account Clerk  
Library Assistant IV  
Pool/Water Park Maintenance Technician

GRADE B7 \$19.19 - \$25.90

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

GRADE B8 \$19.88 - \$26.83

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

GRADE B9 \$20.60 - \$27.81

Account Clerk III  
Assistant City Clerk  
Equipment Operator III

GRADE B10 \$21.35 - \$28.84

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

GRADE B11 \$22.16 - \$29.91

Accounting Specialist  
Water Production Operator  
Water Utility Maintenance Worker

GRADE B12 \$22.98 - \$31.04

Airport Manager  
Engineering Administrative Specialist  
Mechanic II

GRADE B13 \$23.83 - \$32.18

Aquatics Manager  
Community Center Manager  
Computer Technician  
Librarian

Park & Rec Coordinator  
Transfer Station Supervisor  
Wastewater Treatment Facility Operator II  
Wastewater Treatment Facility Laboratory Technician  
Water Production Operator II

GRADE B14 \$24.71 - \$33.37

Cemetery Supervisor  
Street Crew Leader  
Water Utility Maintenance Worker II

GRADE B15 \$25.62 - \$34.59

Water Production Crew Leader  
Water Utility Crew Leader

GRADE B16 \$26.57 - \$35.89

Building Inspector

GRADE B17 \$27.56 - \$37.21

GIS Supervisor

GRADE B18 \$28.59 - \$38.60

Computer/Network Technician  
Engineering Project Manager

GRADE C2 \$30.24 - \$42.33

City Clerk  
Golf Course Superintendent  
Parks Superintendent  
Planning & Economic Development Coordinator  
Street Superintendent  
Surveyor/Construction Observer

GRADE C3 \$31.92 - \$44.66

Chief Building Inspector  
Library Director  
Wastewater Treatment Facility Superintendent  
Water Superintendent

GRADE C4 \$33.81 - \$47.36

Assistant Fire Chief  
Project Engineer

GRADE C5 \$36.01 - \$50.42

Police Captain

GRADE C6 \$38.53 - \$53.96

Communications Director  
Community Development Director

Fire Chief  
Public Property Director

GRADE C7 \$41.43 - \$58.00

Human Resources Director  
Police Chief

GRADE C8 \$44.94 - \$62.92

Public Works Director

GRADE C9 \$48.99 - \$68.59

City Engineer  
Finance Director

OTHER POSITIONS

City Administrator per Resolution R20-140	\$210,000 annual
Prosecuting Attorney	\$ 3,140.00 per year through 3/15/22
City Attorney	\$ 135.00 per hour
Volunteer Fire Captain-Fire	\$ 7,778.50 per year
Volunteer Fire Captain-EMS	\$ 7,778.50 per year
City Emergency Mgmt Director	\$10,000.00 per year
Mayor per Resolution R06-107	\$10,642.00 per year
Council per Resolution R06-107	\$ 6,635.00 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



The City of **Columbus**

**HUMAN RESOURCES DEPARTMENT**  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1380

**DATE:** March 10, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resource Director  
**SUBJECT:** Pay Ordinance Revisions

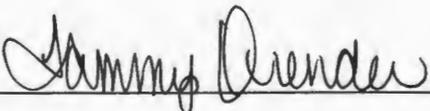
**RECOMMENDATION:**

I recommend amending the Pay Ordinance to adding Chief Building Inspector to Grade C3, \$31.92 – 44.66 and Project Engineer to Grade C4 \$33.81 – \$47.36. Remove Assistant Fire Chief and Fire Training Safety Officer under Other Positions. Add Volunteer Fire Captain – Fire \$7,778.50 per year and Volunteer Fire Captain – EMS \$7,778.50 per year under Other Positions.

**DISCUSSION:**

The position Chief Building Inspector and Project Engineer were added positions. Assistant Fire Chief is now a C4 on the Pay Ordinance. Cleaned up the Other Positions section with the new positions and eliminated positions.

**SIGNATURE:**

By: 

Approved By: 



15.B. Ordinance No. 22-07 amending Section 90.040 (E) of Chapter 90 of Title IX of Columbus City Code to allow residential properties to have no more than three dogs or four cats or a total of six pets over four months of age.

# RED-LINE VERSION

## ORDINANCE NO. 22-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMENDING SECTION 90.040 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUMBER OF AMINALS/PETS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the City's Public Finance, Judiciary, and Personnel Committee met on February 15, 2022, to discuss the Platte Valley Humane Society's request to amend Section 90.040 of the City Code concerning the number of animals/pets that may be in a residential residence; and

WHEREAS, City's Public Finance, Judiciary, and Personnel Committee has recommended to the City Council that Section 90.040 be amended to continued to allow only 6 animal/s pets, but to change the maximum number of cats allowed from three to four.

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

**Section 1.** That Section 90.040 of Chapter 90 of Title IX of the Columbus City Code shall be and is hereby amended to read as follows:

### § 90.040 NUMBER OF ANIMALS; LIMITS; AREA REQUIREMENTS.

(A) No property, unless properly zoned and with City Council approval, shall have more than four animals over four months of age, including, but not limited to animals of the following species:

- (1) Horses;
- (2) Mules;
- (3) Donkeys;
- (4) Cows;
- (5) Sheep; and
- (6) Goats.

(B) The area requirements set forth in this section must be met. No owner of any animal of one or more of the species set forth in division (A) shall fail to provide an enclosure that has, as a minimum, a width of 20 feet and an area which meets the following requirements:

- (1) For one animal: 1,000 square feet;

- (2) For two animals: 2,500 square feet;
- (3) For three animals: 5,000 square feet; or
- (4) For four animals: 8,000 square feet.

(C) No residential property shall have more than five rabbits or fowl at any one time.

(D) No residential property shall have more than 15 birds over six months of age at any one time.

(E) ~~No residential property shall have more than three dogs or cats or a total of six pets over four months of age.~~ No residential property shall have more than six total pets (i.e. dogs and cats) over four months of age; however, said allowance on the number of pets is further limited to only allow and include up to a maximum of 3 dogs or a maximum of 4 cats.

**Section 2.** This Ordinance shall repeal all Ordinances or portions thereof and conflict herewith.

**Section 3.** 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**ORDINANCE NO. 22-07**

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

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(A) No property, unless properly zoned and with City Council approval, shall have more than four animals over four months of age, including, but not limited to animals of the following species:

- (1) Horses;
- (2) Mules;
- (3) Donkeys;
- (4) Cows;
- (5) Sheep; and
- (6) Goats.

(B) The area requirements set forth in this section must be met. No owner of any animal of one or more of the species set forth in division (A) shall fail to provide an enclosure that has, as a minimum, a width of 20 feet and an area which meets the following requirements:

- (1) For one animal: 1,000 square feet;
- (2) For two animals: 2,500 square feet;
- (3) For three animals: 5,000 square feet; or
- (4) For four animals: 8,000 square feet.

(C) No residential property shall have more than five rabbits or fowl at any one time.

(D) No residential property shall have more than 15 birds over six months of age at any one time.

(E) No residential property shall have more than six total pets (i.e. dogs and cats) over four months of age; however, said allowance on the number of pets is further limited to only allow and include up to a maximum of 3 dogs or a maximum of 4 cats.

**Section 2.** This Ordinance shall repeal all Ordinances or portions thereof and conflict herewith.

**Section 3.** 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**