

City Council Regular Meeting
Monday, April 18, 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

Open Meetings Act

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **PRAYER**

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

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

4.A. Minutes of April 4, 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 April 4, 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 March 30, 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 Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Fire Chief Ryan Gray, Finance Director Heather Lindsley, Planning & Economic Development Coordinator Jean Van Iperen, Assistant City Clerk Robin Efta, and Account Clerk II/Records Clerk II Linda Nickeson.
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.

Bulkley introduced new Fire Chief Ryan Gray. Gray gave a brief history of his past job experiences.

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 Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of March 21, 2022, City Council meeting.**
 - 4.B. **Reappointment of Chris Steinke to Civil Service Commission for five-year term.**
 - 4.C. **Quote from Yant Equipment, Inc. in the amount of \$22,852 for**

- replacement of fuel terminal and monitoring system at Columbus Area Transit.**
- 4.D. Application of American Legion Hartman Post 84 for Patricia J. Liss as manager in conjunction with liquor license.**
- 4.E. Resolution No. R22-36 approving agreement with Columbus Area Youth Football Organization for use of Bradshaw Park football facilities.** Resolution No. R22-36 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS AREA YOUTH FOOTBALL ORGANIZATION FOR USE OF BRADSHAW PARK FOOTBALL 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.F. Resolution No. R22-37 approving Loup River Levee Operations and Maintenance Manual.** Resolution No. R22-37 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LOUP RIVER LEVEE OPERATIONS AND MAINTENANCE MANUAL, 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. R22-38 approving Loup River Levee Emergency Preparedness Plan.** Resolution No. R22-38 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LOUP RIVER LEVEE EMERGENCY PREPAREDNESS PLAN, 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. Payroll and bills on file.** CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 04/15/22 Payroll \$700,767.95; Access Electrical 82.50 S; Ace Hardware 738.74 S; Advance Auto 146.99 S; All Makes Office Equip 582.64 S; Amazon 4,039.63 S; Am Legal Pub 30.00 S; Am Red Cross 32.00 T; Aqua-Pure 16,641.12 S; Arnold Motor 869.39 S; ASCAP 396.71 S; Auxiant 64,845.68 S; Axon Ent 6,830.64 S; Best Version Media 152.00 S; Bomgaars 783.82 S; Bound Tree Med 1,598.82 S; Capital Bus Sys 21.76 S; Central Valley Ag 150.00 S; Certified Lab 477.50 S; Clay Hills Ag 129.00 S; Col Chamber 250.00 S; Col Custom Embr 28.00 S; Col Steel 35.00 S; Commonwealth Elec 68.25 S; Consltd Mgmt 156.57 T; Core & Main 728.05 S; Cornhusker Marriott 660.00 T; Culligan 353.40 S; D & K Products 12,276.39 S; DAS State Acctg 1,471.99 S; Eakes 720.50 S; B Eckhardt 361.50 E; R Efta 91.98 E; Elec Pump 1,004.17 S; Electronic Eng 605.55 S; P Elliott 30.36 R;

Enterprise Elec 176.16 S; Fastenal 342.06 S; Fedex 10.58 S; Fifth Season 1,530.50 S; First Impressions 287.50 S; Galls 528.46 S; Steffy Ford 139.29 S; Great Plains Bldg 423.62 S; Great Plains Comm 843.88 S; Grinnell College 35.00 S; Hach 985.15 S; Hadley-Braithwait 819.60 S; T Hermes 147.91 E; HOA Sol 20,028.28 S; Hometown Lsng 177.97 S; Huffman Eng 10,260.00 CP; Image Tech 55.05 S; Ingram Libry 327.43 S; Jackson Serv 1,892.17 S; Jones & Bartlett Learning 234.96 T; K & S Tool 7.32 S; Kelly Sup 295.27 S; Koch Excav 999.55 S; La Quinta Inn 659.70 T; LECC 150.00 T; Logan Contractors 4,525.00 S; R Lymand & D Blair 3,000.00 R; Matheson-Linweld 102.15 S; Menards 1,171.63 S; Mid-Am Research 398.00 S; Mid-State Eng 3,665.75 CP; MW Turf 2,680.04 S; Mueller Sprinklers 1,372.76 S; NE Golf & Turf 8,747.03 S; NE Law Enf 100.00 T; NE Public Hlth 301.00 S; NE State Fire School 460.00 T; NE State Patrol 1,575.00 S; NE-IA Ind Fasteners 586.29 S; Norfolk Daily News 375.00 S; NENEDD 2,838.84 G; Oliver Pkg 398.70 S; Olson's Pest Tech 414.50 S; O'Reilly 201.14 S; Otte Elec 4,757.60 S; Panel Builders 490.00 S; P Lien 5,810.47 S; Petty Cash 10.00 E; Reg of Deeds 74.00 S; Platte Valley Humane Society 20,000.00 S; Platte Valley Precast 8,253.00 CP; Presto-X 100.00 S; Quadient 139.73 S; Ramada Midtown 464.75 T; Reardon 288.93 S; J Romshek 111.64 E; Sayler Screenprtg 83.50 T; Schieffer Signs 1,305.00 S; ServiceMaster 8,037.00 S; ServiceMaster Clean 711.67 S; Sherwin-Williams 71.61 S; Shevlin Sup 522.99 S; State Fire Marshal 200.00 T; Stericycle 1,011.26 S; Super Saver 37.53 S; Tire Outlet 844.00 S; Truck Ctr 468.52 S; U & I 414.00 S; Van Diest 1,651.00 S; Walmart 582.18 S; Wemhoff Refrig 321.75 S; West Point Implement 1,256.35 S; J Wilkinson 53.94 E; Wilson & Co 969.00 CP; WSKF Architects 17,920.00 CP. TOTAL \$969,390.26.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Proclamation declaring the week of April 2, 2022, as The Week of the Young Child.** Bulkley proclaimed the week of April 2, 2022, as The Week of the Young Child.
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:**
 - 9.A. **2021 Tax Increment Financing report.** Vasicek reported on the redevelopment projects that are financed in whole or in part through the division of taxes.
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**

- 13.A. Appointment of Jill Owens to Senior Center Advisory Board for three-year term.** Augustine-Schulte read a brief resume and the mayor's appointment of Jill Owens to the Senior Center Advisory Board was ratified with a motion by Schilling and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.B. Comments from mayor and city council members.** Augustine-Schulte asked the public to identify themselves in communications regarding public concerns and assured that identities are kept confidential. Bulkley commended Bahr on receiving an award for 40 years of involvement with scouting. Bulkley publicly thanked ADM Cares for their donation of \$100,000 to use toward the recent purchase of a new fire engine for the Columbus Rural Fire Protection District.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R22-39 approving Amendment A to Standard Agreement and General Conditions with Sand Creek Construction Company in the amount of \$89,069.40 to provide for purchase of a family water slide and related materials at Pawnee Plunge.** Resolution No. R22-39 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT A TO THE STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER, SAND CREEK CONSTRUCTION COMPANY, IN THE AMOUNT OF \$89,069.40 TO PROVIDE FOR PURCHASE OF A FAMILY WATER SLIDE AND RELATED MATERIALS FOR THE PAWNEE PLUNGE WATERPARK FAMILY SLIDE PROJECT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R22-40 approving commercial lease agreement with The Broken Mug, LLC for operation of a coffeehouse in the Community Building in the rental amount of \$762.50 per month for five-year term commencing April 1, 2023.** Resolution No. R22-40 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL LEASE AGREEMENT WITH THE BROKEN MUG, LLC FOR OPERATION OF A COFFEEHOUSE IN THE COMMUNITY BUILDING IN THE RENTAL AMOUNT OF \$762.50 PER MONTH FOR A FIVE-YEAR TERM COMMENCING APRIL 1, 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 Hiemer. 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:**
 - 16.A. **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.** On its second reading, Ordinance No. 22-07 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 90.040 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUMBER OF ANIMALS/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 was read by number only.
17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:20 p.m.

Presented and approved this 18 day of April, 2022.

MAYOR

ATTEST:

CITY CLERK

4.B. Renewal of solid waste hauling licenses for the following: Ace Sanitation Service, Inc., Beemer Lumber, LLC dba Discount Dumpster, Callaway Rolloffs, LLC, S2 Roll-offs Refuse & Recycling, U & I Sanitation, LLC, and Waste Connections of Nebraska, Inc.

City of Columbus

**Application for License
Solid Waste Hauling**

FILED

MAR 15 2022

**CITY CLERK
COLUMBUS, NEBR**

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$82,000.00 as required by Section 50.20.

Above said license expires on the 30th day of April each year and must be renewed annually.

Name of Applicant: ACE SANITATON SERVICE, INC.

Business Address of Applicant: PO. Box 383

3264 E 15 Ave Columbus NE 68601

Business Phone: 402-564-4397

Contact Person: Mary Peterson

Contact Phone: same

Email Address: dmp@ace-sanitation.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed: Mary Peterson 3-14-22
Authorized Representative of the Firm Date

City of Columbus

FILED

**Application for License
Solid Waste Hauling**

MAR 28 2022

**CITY CLERK
COLUMBUS, NEBR**

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$5,000.00 as required by Section 50.20.

Above said license expires on the 30th day of April each year and must be renewed annually.

Name of Applicant: BEEMER LUMBER, LLC DBA DISCOUNT DUMPSTER

Business Address of Applicant: 1302 W. 7th St.
Wayne NE 68787

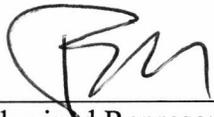
Business Phone: 402-833-1633

Contact Person: Bryce Meyer

Contact Phone: 402-369-9351

Email Address: bmeyer381@yahoo.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed:  3/16/22
Authorized Representative of the Firm Date

FILED

MAR 30 2022

CITY CLERK
COLUMBUS, NEBR

City of Columbus

**Application for License
Solid Waste Hauling**

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$21,000.00 as required by Section 50.20.

Above said license expires on the 30th day of April each year and must be renewed annually.

Name of Applicant: CALLAWAY ROLLOFFS, LLC

Business Address of Applicant: 2116 N 4th St.
David City NE 68632

Business Phone: 402-307-3867

Contact Person: Ashley Witmer

Contact Phone: 402-307-2323

Email Address: Ashley@Callawayrolloffs.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed: Ashley Witmer 3/14/22
Authorized Representative of the Firm Date

City of Columbus

**Application for License
Solid Waste Hauling**

FILED
MAR 17 2022
CITY CLERK
COLUMBUS, NEBR

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$5,000.00 as required by Section 50.20.

~~Above said license expires on the 30th day of April each year and must be renewed annually.~~

Name of Applicant: S2 ROLL-OFFS REFUSE & RECYCLING

Business Address of Applicant: 439 N. Main St, Fremont NE
68025

Business Phone: 402-727-6806

Contact Person: BEN HUTTON

Contact Phone: 402-727-6806

Email Address: bd@s2rolloffs.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed:  3/14/22
Authorized Representative of the Firm Date

City of Columbus

FILED

**Application for License
Solid Waste Hauling**

APR 05 2022

**CITY CLERK
COLUMBUS, NEBR**

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$318,000.00 as required by Section 50.20.

Above said license expires on the 30th day of April each year and must be renewed annually.

Name of Applicant: U & I SANITATION, LLC

Business Address of Applicant: 2255 48^{ave} / PO BOX 1340
Columbus Ne 68602

Business Phone: 402-563-2220

Contact Person: Tim Cech

Contact Phone: 402-910-6761

Email Address: UISanitation@frontier.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed:  Authorized Representative of the Firm 3-22-22 Date

City of Columbus

**Application for License
Solid Waste Hauling**

FILED
MAR 21 2022
**CITY CLERK
COLUMBUS, NEBR**

Honorable Mayor and City Council:

The undersigned hereby applies for a license to remove solid waste from within the corporate city limits of the City of Columbus, Nebraska, as provided for by Chapter 50, Title V of Columbus City Code, accompanied with a City Clerk's receipt for \$150.00 license fee and a bond for \$22,000.00 as required by Section 50.20.

Above said license expires on the 30th day of April each year and must be renewed annually.

Name of Applicant: WASTE CONNECTIONS OF NEBRASKA, INC.

Business Address of Applicant: 1200 Hamilton St.

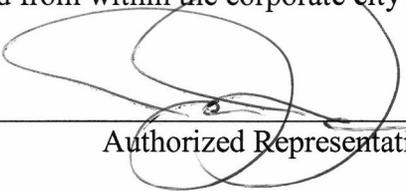
Business Phone: 402-721-7511

Contact Person: Jamie Johnson

Contact Phone: 402-721-7511

Email Address: jamie@wasteconnections.com

The applicant, by his/her signature below, hereby agrees to abide by all DOT, Local, State and Federal regulations pertaining to the collection, transport and disposal of solid waste collected from within the corporate city limits of the City of Columbus.

Signed:  Authorized Representative of the Firm
Date: 3/4/22

4.C. Resolution No. R22-42 authorizing payment of various improvement projects.

RESOLUTION NO. R22- 42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: BOYD JONES CONSTRUCTION CO. – COMMUNITY BUILDING – \$1,901,693.56; COMMONWEALTH ELECTRIC MIDWEST – VIADUCT UP-LIGHTING – \$10,444.50; GEHRING CONSTRUCTION & READY MIX CO., INC. – STREET IMPROVEMENT DISTRICT NO. 184 (23 STREET FROM EAST OF 48 AVENUE TO 54 AVENUE) – \$52,579.37; GEHRING CONSTRUCTION & READY MIX CO., INC. – WATER AND CONCRETE IMPROVEMENTS – \$528,663.60; OBRIST & CO., INC. – LIFT STATION REPLACEMENTS 2020 – \$350,904.53

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	\$1,901,693.56
Commonwealth Electric Midwest	Viaduct Up-Lighting	\$ 10,444.50
Gehring Construction & Ready Mix Co., Inc.	SID No. 184 – 23 rd Street from East of 48 th Ave. to 54 th Ave.	\$ 52,579.37
Gehring Construction & Ready Mix Co., Inc.	Water & Concrete Improve	\$ 528,663.60
Obrist & Co., Inc.	Lift Station Replacements 2020	\$ 350,904.53

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

VIA ARCHITECT:

APPLICATION NO:

16

PERIOD TO:

3/31/22

Start:

3/1/22

Finish:

3/31/22

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

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	\$	<u>26,201,578.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>26,201,578.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>9,022,301.76</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>890,617.36</u>
b. _____ % of Stored Material	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	<u>890,617.36</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>8,131,684.40</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>6,229,990.84</u>
8. CURRENT PAYMENT DUE	\$	<u>1,901,693.56</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>18,069,893.60</u>

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

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

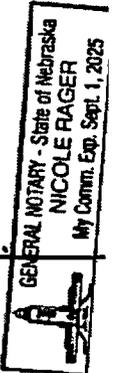
CONTRACTOR:

By: [Signature]

Date: 4/4/2022

State of: Nebraska
Subscribed and sworn to before me this 4
Notary Public: Nicole Rager
My Commission expires: 9/1/2025

County of: Douglas
day of April



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 \$ 1,901,693.56

(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:

By: [Signature]

Date: 4/11/2022

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.

Richard J Bogus 4-11-2022

TO OWNER:
CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NE 68601

PROJECT:
COL VIADUCT LIGHTING

APPLICATION NO: 96324
PERIOD TO: 03/31/2022
PROJECT NOS: 233271
CONTRACT NO: 1
CONTRACT DATE: 12/29/2021

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
COMMONWEALTH ELECTRIC MIDWEST
472 26TH AVE
COLUMBUS, NE 68601

VIA ARCHITECT:
CONTRACT

CONTRACT FOR: 0001-ELECTRICAL

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	\$	161,401.00
2. Net change by Change Orders	\$	27,025.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	188,426.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	11,605.00
5. RETAINAGE:		
a. 10 % of Completed Work (Columns D + E on G703)	\$	1,160.50
b. 0 % of Stored Material (Column F on G703)	\$.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	1,160.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$	10,444.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$.00
8. CURRENT PAYMENT DUE	\$	10,444.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	177,981.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	.00	.00
Total changes approved in	27,025.00	.00
TOTALS	27,025.00	.00
NET CHANGES by Change Order		27,025.00

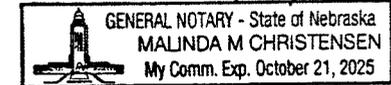
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Commonwealth Electric Midwest

By:

Date: 3/25/22

State of: Nebraska
County of: Platte



Subscribed and sworn to before me this 25th day of March, 2022

Notary Public: Malinda M. Christensen
My Commission expires: Oct 21, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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

\$ 10,444.50

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

ARCHITECT

By:

Shuo V. An

Date: 03-28-22

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.

Richard J. Bogus

4-11-2022



Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: 1	
Application Period: (From - to) Start to 4/5/22	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Contractor's Project No.:	
Project Name: SID No. 184 - 23rd Street from East of 48th Avenue to 54th Avenue	Via (Consulting Engineer / Architect):
Fiscal Year Budget Number: 200-200-57300-20076	

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE	\$ -	

1. ORIGINAL CONTRACT PRICE.....	\$	2,417,125.60
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	2,417,125.60
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	58,421.52
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	5,842.15
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	52,579.37
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	52,579.37
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... (To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)	\$	-

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.	
By: <i>Stephen Anderson</i>	Date: 4-5-22
Printed/Typed Name: Stephen Anderson	

Payment of:

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Consulting Engineer/Architect) (Date)

Payment of:

\$ 52,579.37

is approved by:

Richard J Bogus

(City Engineer) 4-11-2022
(Date)

Approved by:

Funding Agency (if applicable) (Date)



Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: 1	
Application Period: (From - to) Start to 4/5/22	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Contractor's Project No.:	
Project Name: Water and Concrete Paving Improvements 2022	
Fiscal Year Budget Number: 200-200-57300-20071 / 520-520-57200-21025	
Via (Engineer / Architect): Rick Bogus	

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
CO1		\$ 848,342.50
TOTALS	\$ -	\$ 848,342.50
NET CHANGE	\$ (848,342.50)	

1. ORIGINAL CONTRACT PRICE.....	\$ 3,414,568.00
2. Net change by Field Order and Change Orders.....	\$ (848,342.50)
3. Current Contract Price (Line 1 ± 2).....	\$ 2,566,225.50
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 587,404.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 58,740.40
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 528,663.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 528,663.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... (To double check Line 9 Take Column 1 + Line 5 should = Line 9 calculations)	\$ 2,037,561.90

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co.

By: Stephen Anderson Date: 4-5-22

Printed/Typed Name: Stephen Anderson

Payment of:

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Consulting Engineer/Architect)

(Date)

Payment of:

\$ _____

528,663.60

(Line 8 or other - attach explanation of the other amount)

is approved by:

Richard J Bogus

(City Engineer)

4-11-2022

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Contractor's Application for Payment No.

3

Application Period: Oct 2, 2021 - March 24, 2022	Application Date: 3/25/2022
To (Owner): City of Columbus, Nebraska	From (Contractor): Obrist & Co., Inc.
Project: Lift Station Replacements - 2020 Columbus, Nebraska	Via (Engineer): Gilmore & Associates, Inc.
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.: 211.855

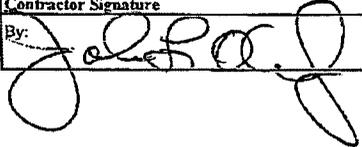
**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ 1,428,637.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 1,428,637.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 1,037,992.63
			5. RETAINAGE:	
			a. 10% X \$909,503.63 Work Completed.....	\$ 90,950.36
			b. 10% X \$128,489.00 Stored Material.....	\$ 12,848.90
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ 103,799.26
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 934,193.36
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 583,288.83
			8. AMOUNT DUE THIS APPLICATION.....	\$ 350,904.53
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 494,443.64
TOTALS				
NET CHANGE BY CHANGE ORDERS				

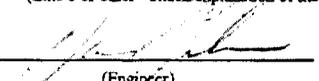
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

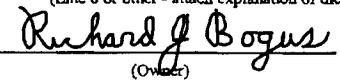
Contractor Signature

By:  Date: 4-5-22

Payment of: \$ 350,904.53
(Line 8 or other - attach explanation of the other amount)

is recommended by:  4/5/2022
(Engineer) (Date)

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

is approved by:  4-11-2022
(Owner) (Date)

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

4.D. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2021 TO 03/31/2022
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2021	Total Debits	Total Credits	Ending Balance 03/31/2022
100	GENERAL FUND	9,148,741.38	36,598,826.76	38,215,994.48	7,531,573.66
160	PLATE CO LIBRARY SERVICE	79,247.31	12,934.30	15.18	92,166.43
175	ARP ACT FUNDS	2,076,774.22	2,795.16	397.92	2,079,171.46
189	PERPETUAL CARE	79,597.37	107.13	15.26	79,689.24
200	STREETS/ENGINEERING	4,625,750.73	5,851,888.42	4,739,910.15	5,737,729.00
205	AIRPORT	871,098.09	202,105.83	173,127.11	900,076.81
210	SALES TAX	9,644,849.66	2,939,036.31	3,219,966.94	9,363,919.03
211	1/2 CENT SALES TAX	13,698,335.36	7,435,357.94	10,493,456.95	10,640,236.35
220	COMMUNICATIONS - E911	209,873.59	706,959.54	748,667.97	168,165.16
221	COMMUNICATIONS - WIRELESS E911	205,343.73	60,363.48	72,238.10	193,469.11
225	COMMUNICATIONS-EC-911 EQUIPMENT	(7,878.46)	9,324.00	10,878.00	(9,432.46)
240	HOUSING REHAB & LOANS	67,236.47	69,333.52	112,799.53	23,770.46
260	PROGRESS AND JOBS GROWTH	1,323,016.72	389,277.49	127,787.37	1,584,506.84
270	KENO	813,318.91	351,251.22	292,761.40	871,808.73
400	DEBT SERVICE FUND	7,880,908.76	192,070.31	1,416,654.12	6,656,324.95
480	COMMUNITY REDEVL AUTH	162,349.10	142,589.25	128,326.88	176,611.47
500	UTILITY SERVICE	13,965,570.46	6,251,077.26	6,263,666.92	13,952,980.80
520	WATER	12,635,880.14	2,487,986.28	1,671,161.04	13,452,705.38
530	LOUP DISTRIBUTION	2,434,784.28	2,119,892.80	3,222,758.32	1,331,918.76
560	STORMWATER UTILITY	778,908.44	217,304.28	54,008.54	942,204.18
570	SOLID WASTE DIVISION	2,560,796.03	1,141,528.66	792,824.13	2,909,500.56
600	HEALTH INSURANCE	2,601,840.13	377,860.64	536,451.73	2,443,249.04
710	FIRE PENSION	93,414.09	122.71	5,957.90	87,578.90
730	LICENSES TO SCHOOLS	4,165.00	11,545.00	4,165.00	11,545.00
740	LIBRARY FOUNDATION	3,408,222.67	0.00	0.00	3,408,222.67
745	LIBRARY ENDOWMENT	2,075,751.15	0.00	0.00	2,075,751.15
750	GERRARD PARK TRUST	157,276.80	5,307.41	0.00	162,584.21
999	PAYROLL CLEARING	60,569.13	4,688,344.15	4,742,469.34	6,443.94
	TOTAL - ALL FUNDS	91,655,741.26	72,265,189.85	77,046,460.28	86,874,470.83

4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10741 04/19/2022	ABSALON ROBERT INVOICE	3302022WATER	CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
02338 04/19/2022	ACCESS DATA GROUP INC INVOICE	Q-40627-1	FORENSIC TOOL KIT-SOFTWARE MAINTENANCE & SU	1,259.44	
			Total:	1,259.44	
			Net of 1 Invoices / 0 Checks	1,259.44	
00116 04/19/2022	ACE HARDWARE & GARDEN CNT INVOICE	184583/5	ACE CRAB GRASS PREVENTER	24.99	
04/19/2022	INVOICE	184582/5	ROUND UP	15.99	
04/19/2022	INVOICE	184535/5	ACE BEST ROLLER	17.98	
04/19/2022	INVOICE	184487/5	NUTS, BOLTS	39.80	
04/19/2022	INVOICE	184475/5	STEP DRILL BIT, ELBOW, HOSE BARB TEE	72.97	
04/19/2022	INVOICE	184465/5	SNAP RING PLIER	29.99	
04/19/2022	INVOICE	184453/5	PIPE THREAD COMPOUND, RING WAX BOWL, TOILET	13.17	
04/19/2022	INVOICE	184506/5	TWINE	4.91	
04/19/2022	INVOICE	184498/5	GOO GONE	5.59	
04/19/2022	INVOICE	184508/5	PVC CAP	7.48	
04/19/2022	INVOICE	184560/5	ROTOR SPRINKLER POPUP	27.98	
04/19/2022	INVOICE	184616/5	SPRAY PAINT	17.18	
04/19/2022	INVOICE	184611/5	TUBE VINYL	43.99	
04/19/2022	INVOICE	184639/5	DRILL POWER UTILITY PUMP, RIVETS	17.98	
04/19/2022	INVOICE	184669/5	CLAMP	2.79	
04/19/2022	INVOICE	184700/5	MOLE & GOPHER GASSER	59.94	
04/19/2022	INVOICE	184707/5	SEAL ROOF BLKTITE	6.99	
04/19/2022	INVOICE	184718/5	SNAP QUIK ROUND, WIRE ROPE CLIP	29.88	
			Total:	439.60	
			Net of 18 Invoices / 0 Checks	439.60	
03104 04/19/2022	ACE SANITATION SERVICE INC. INVOICE	4931 APRIL	GARBAGE SERVICE	39.00	
04/19/2022	INVOICE	4932 APRIL	GARBAGE SERVICE	39.00	
			Total:	78.00	
			Net of 2 Invoices / 0 Checks	78.00	
MISC 04/19/2022	ADAMS AARON INVOICE	04/04/2022	UB refund for account: 300-55180-00	50.74	
			Total:	50.74	
			Net of 1 Invoices / 0 Checks	50.74	
00180 04/19/2022	ADVANCE AUTO PARTS INVOICE	5606208466916	LUBE	10.49	
04/19/2022	INVOICE	5606208967038	BRAKE CLEANER	29.88	
04/19/2022	INVOICE	5606208448349	MINI BULB	22.70	
04/19/2022	INVOICE	5606209667236	RUST BARRIER	52.89	
04/19/2022	INVOICE	5606209667235	OIL FILTER	7.68	
			Total:	123.64	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 5 Invoices / 0 Checks	123.64	
10420 04/19/2022	AKRS EQUIPMENT INVOICE	3057307	24 - HY-GARD TM, 31 - PLUS-50 TM ENGINE OIL	779.95	
			Total:	779.95	
			Net of 1 Invoices / 0 Checks	779.95	
10746 04/19/2022	ALBIREO ENERGY LLC INVOICE	PIN0025350	AHU 1&2 TRIPPING ON FREEZE STAT	260.00	
04/19/2022	INVOICE	PIN0024309	OAT & HUMIDITY SENSOR BOUNCING AROUND	325.00	
			Total:	585.00	
			Net of 2 Invoices / 0 Checks	585.00	
02304 04/19/2022	ALPHAMEDIA USA LLC INVOICE	3312022AQ	FEBRUARY ADVERTISING	2,000.00	
			Total:	2,000.00	
			Net of 1 Invoices / 0 Checks	2,000.00	
00559 04/19/2022	ALTEC INDUSTRIES INC INVOICE	50953111	ANNUAL PM INSPECTION, DIELECTRIC TEST VIN #	1,175.32	
04/19/2022	INVOICE	11876276	REPAIR KIT, GEL COAT	120.16	
04/19/2022	INVOICE	11884264	LINK BEARING WEAR GAUGE KIT	51.76	
			Total:	1,347.24	
			Net of 3 Invoices / 0 Checks	1,347.24	
10442 04/19/2022	AMAZON INVOICE	885659348747	XEROX 108R01121 PHASER 6600	283.73	
04/19/2022	INVOICE	783878599748	5 PACK 3.6V LS14500 BATTERY	29.99	
04/19/2022	INVOICE	585995644569	KEYBOARDS AND MICE FOR UPDATED STAFF COMPUT	739.81	
04/19/2022	INVOICE	735887638873	XEROX 108R01124 WASTE CARTRIDGE	38.81	
04/19/2022	INVOICE	488567985998	HARRIS FARMS CHICKEN CATCHER	80.34	
04/19/2022	INVOICE	956583493856	MARKING WHISKERS, STAKECHASERS	274.54	
04/19/2022	INVOICE	449874967588	5 PACK YOGA EXERCISE	43.98	
04/19/2022	INVOICE	465394687786	PLACTIC DIVIDERS, NAME ID BADGE, DRAWSTRING	101.16	
04/19/2022	INVOICE	559658937896	HP 19A/CF219A TONER CARTRIDGE	76.89	
04/19/2022	INVOICE	487586588365	SANDISK 256GB & 128GB	46.95	
04/19/2022	INVOICE	837469494363	MONEY & RENT RECEIPT BOOK, BIC BALL POINT P	46.03	
04/19/2022	INVOICE	657365435463	ORIGINAL HP 410X BLACK	163.80	
04/19/2022	INVOICE	874763983797	XOREART FINGER WASHABLE INK	17.98	
04/19/2022	INVOICE	457688954456	MOD PODGE, FUNNEL, PARTY BALLOONS, MISC	692.84	
04/19/2022	INVOICE	675783757588	STREAMLIGHT 69450 TLR RM 2 - QM	151.72	
04/19/2022	INVOICE	454885499748	BONTOK PICATINNY RAIL SET - QM	10.88	
04/19/2022	INVOICE	856549466985	ORIGINAL HP 63XL BLACK & TRI-COLOR HIGH YIE:	84.88	
04/19/2022	INVOICE	483488579487	EPSON WORKFORCE ES-50 PORTABLE	119.99	
04/19/2022	INVOICE	439975744885	SURGICAL/ONLINE 2 PIECE CURVED	9.99	
04/19/2022	INVOICE	475583856555	LG ELECTRONICS 8X USB 2.0	28.99	
04/19/2022	INVOICE	464489645868	LINEAR REPLACEMENT KEY	12.00	
04/19/2022	INVOICE	449898774348	2 PACK MULTI-CODE	30.29	
04/19/2022	INVOICE	548383473763	IOGEAR 2 PORT USB DISPLAY PORT	94.19	
04/19/2022	INVOICE	856969844535	QUALITY PARK #5 1/2 COIN ENVELOPE	46.40	
04/19/2022	INVOICE	449489956734	3 AMERICAN FLAGS	302.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	3,528.43	
			Net of 25 Invoices / 0 Checks	3,528.43	
10561	ARNOLD MOTOR SUPPLY				
04/19/2022	INVOICE	78NV033809	55G WINDSHIELD WAS	149.95	
04/19/2022	INVOICE	78NV033728	PLIER	41.99	
04/19/2022	INVOICE	78NV033822	RAVEN NITRILE LG 100/BOX	24.79	
04/19/2022	INVOICE	78NV033697	NON-CHLOR BRK CLEANER	38.28	
04/19/2022	INVOICE	78NV027561	POWER STEER FLUID	14.38	
04/19/2022	INVOICE	78NV033816	INTERIOR DOOR HANDLE	13.60	
04/19/2022	INVOICE	78NV034338	INTERIOR DOOR HANDLE	19.68	
			Total:	302.67	
			Net of 7 Invoices / 0 Checks	302.67	
00976	AVI SYSTEMS, INC				
04/19/2022	INVOICE	88790868	INTEGRATION - ENGINEERING & DRAWINGS	2,072.10	
			Total:	2,072.10	
			Net of 1 Invoices / 0 Checks	2,072.10	
10243	BAUER UNDERGROUND INC.				
04/19/2022	INVOICE	10845	LOWER EXISTING VAULT TO GRADE - 19TH ST & 3.	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
00461	BEHLEN TOWING LLC				
04/19/2022	INVOICE	28227	TOWING	150.00	
04/19/2022	INVOICE	28095	TOWING	150.00	
04/19/2022	INVOICE	29177	TOWING	150.00	
04/19/2022	INVOICE	29096	TOWING	150.00	
04/19/2022	INVOICE	29190	TOWING	150.00	
			Total:	750.00	
			Net of 5 Invoices / 0 Checks	750.00	
03256	BLACK HILLS ENERGY				
04/19/2022	INVOICE	1164 9983 32	APR22NATURAL GAS	93.72	
04/19/2022	INVOICE	5389 9420 88	APR22NATURAL GAS	67.34	
04/19/2022	INVOICE	4086 6115 74	APR22NATURAL GAS	65.97	
04/19/2022	INVOICE	2278 6168 20	APR22NATURAL GAS	52.38	
04/19/2022	INVOICE	9767 8260 47	APR22NATURAL GAS	46.96	
04/19/2022	INVOICE	3343 6679 78	APR22NATURAL GAS	45.63	
04/19/2022	INVOICE	4665 9615 35	APR22NATURAL GAS	44.25	
04/19/2022	INVOICE	6007 1329 48	APR22NATURAL GAS	2,499.74	
04/19/2022	INVOICE	8429 6210 02	APR22NATURAL GAS	553.34	
04/19/2022	INVOICE	0815 1921 72	APR22NATURAL GAS	497.61	
04/19/2022	INVOICE	6310 3990 85	APR22NATURAL GAS	287.96	
04/19/2022	INVOICE	1450 5796 12	APR22NATURAL GAS	136.61	
04/19/2022	INVOICE	5317 1214 84	APR22NATURAL GAS	103.14	
04/19/2022	INVOICE	5431 5180 01	APR22NATURAL GAS	98.36	
04/19/2022	INVOICE	5915 3548 20	APR22NATURAL GAS	83.24	
04/19/2022	INVOICE	0778 7198 98	APR22NATURAL GAS	83.06	
04/19/2022	INVOICE	7504 0422 35	APR22NATURAL GAS	75.95	
04/19/2022	INVOICE	5048 9157 09	APR22NATURAL GAS	72.49	
04/19/2022	INVOICE	6942 7542 63	APR22NATURAL GAS	70.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	4447 5106 07 APR22	NATURAL GAS	187.24	
			Total:	5,165.57	
			Net of 20 Invoices / 0 Checks	5,165.57	
00917 04/19/2022	BLACKSTONE PUBLISHING INVOICE	2033376	CD'S	63.99	
			Total:	63.99	
			Net of 1 Invoices / 0 Checks	63.99	
02030 04/19/2022	BLAZER LLC INVOICE	45089	REPAIR SOCCER GOALS	1,300.00	
04/19/2022	INVOICE	46547	WEATHER COVERS	6,500.00	
			Total:	7,800.00	
			Net of 2 Invoices / 0 Checks	7,800.00	
01785 04/19/2022	BOKF NA INVOICE	COLUMBGORE20	CITY OF COLUMBUS NE GENERAL OBLIGATION REFUI	4,382.75	
			Total:	4,382.75	
			Net of 1 Invoices / 0 Checks	4,382.75	
00240 04/19/2022	BOUND TREE MEDICAL LLC INVOICE	84475316	APEX PRO GLOVES - 100 LARGE & 100 MEDIUM	635.80	
04/19/2022	INVOICE	84473028	PULL-TITE SEAL, ECG ELECTRODE	526.18	
			Total:	1,161.98	
			Net of 2 Invoices / 0 Checks	1,161.98	
02485 04/19/2022	BOYD JONES CONSTRUCTION CO INVOICE	16	LIBRARY/CUTURAL ARTS FACILITY	1,901,693.56	
			Total:	1,901,693.56	
			Net of 1 Invoices / 0 Checks	1,901,693.56	
10777 04/19/2022	BRUHN JR LAVERN INVOICE	04052022	REFUND FRONT FOOTAGE	6,520.50	
			Total:	6,520.50	
			Net of 1 Invoices / 0 Checks	6,520.50	
00091 04/19/2022	CAROLINA SOFTWARE INVOICE	82604	WASTE WORKS SOFTWARE SUPPORT QUARTER ENDING	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
10604 04/19/2022	CASEY'S MAIL SERVICE LLC INVOICE	1882	MARCH DAILY MAIL & WATER STATEMENTS	4,164.56	
			Total:	4,164.56	
			Net of 1 Invoices / 0 Checks	4,164.56	
01148	CENTURY LINK				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	402D330443 APR 1	E911 PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
10642	CHROME N' STEEL TRUCK & TRAILER LLC				
04/19/2022	INVOICE	3352	THERMOSTAT	160.00	
04/19/2022	INVOICE	3939	30/30 CHAMBER COMPLETE, GUNITE CLEVIS PIN -	81.31	
04/19/2022	INVOICE	3944	4707 BRAKE SHOES, 30/30 CHAMBER - TRAILER 3	350.18	
04/19/2022	INVOICE	3952	2 - BRAKE DRUM-DRIVE AXLE, TRAILER 3	301.01	
			Total:	892.50	
			Net of 4 Invoices / 0 Checks	892.50	
00567	CITY OF COLUMBUS				
04/19/2022	INVOICE	300-47516-00	APRIL WATER & SEWER	42.92	
04/19/2022	INVOICE	100-13650-01	APRIL WATER & SEWER	155.91	
04/19/2022	INVOICE	200-21805-00	APRIL WATER & SEWER	92.53	
04/19/2022	INVOICE	200-21960-05	APRIL WATER & SEWER	120.79	
04/19/2022	INVOICE	200-21980-02	APRIL WATER & SEWER	128.01	
04/19/2022	INVOICE	200-28755-00	APRIL WATER & SEWER	42.92	
04/19/2022	INVOICE	200-37998-00	APRIL WATER & SEWER	229.97	
04/19/2022	INVOICE	200-39575-00	APRIL WATER & SEWER	27.22	
04/19/2022	INVOICE	200-39615-01	APRIL WATER & SEWER	112.70	
04/19/2022	INVOICE	200-39771-00	APRIL WATER & SEWER	15.78	
04/19/2022	INVOICE	200-41055-00	APRIL WATER & SEWER	25.82	
04/19/2022	INVOICE	200-44032-00	APRIL WATER & SEWER	89.97	
04/19/2022	INVOICE	300-44985-02	APRIL WATER & SEWER	25.19	
04/19/2022	INVOICE	300-44986-00	APRIL WATER & SEWER	171.76	
04/19/2022	INVOICE	300-44995-00	APRIL WATER & SEWER	96.31	
04/19/2022	INVOICE	300-45761-00	APRIL WATER & SEWER	25.27	
04/19/2022	INVOICE	300-45762-00	APRIL WATER & SEWER	29.52	
04/19/2022	INVOICE	300-47514-00	APRIL WATER & SEWER	76.85	
04/19/2022	INVOICE	300-47515-00	APRIL WATER & SEWER	306.63	
04/19/2022	INVOICE	300-47517-00	APRIL WATER & SEWER	102.65	
04/19/2022	INVOICE	300-47518-00	APRIL WATER & SEWER	285.76	
04/19/2022	INVOICE	300-49615-00	APRIL WATER & SEWER	15.78	
04/19/2022	INVOICE	300-49665-00	APRIL WATER & SEWER	42.92	
04/19/2022	INVOICE	300-50035-00	APRIL WATER & SEWER	57.58	
04/19/2022	INVOICE	300-54059-00	APRIL WATER & SEWER	89.97	
04/19/2022	INVOICE	300-57933-00	APRIL WATER & SEWER	57.58	
04/19/2022	INVOICE	300-57934-00	APRIL WATER & SEWER	255.09	
04/19/2022	INVOICE	300-57935-00	APRIL WATER & SEWER	1,450.17	
04/19/2022	INVOICE	300-57936-00	APRIL WATER & SEWER	96.31	
04/19/2022	INVOICE	300-57937-00	APRIL WATER & SEWER	195.67	
04/19/2022	INVOICE	300-57938-00	APRIL WATER & SEWER	93.78	
04/19/2022	INVOICE	300-61005-00	APRIL WATER & SEWER	76.84	
04/19/2022	INVOICE	300-62105-00	APRIL WATER & SEWER	31.53	
04/19/2022	INVOICE	300-62155-00	APRIL WATER & SEWER	44.21	
04/19/2022	INVOICE	400-65101-00	APRIL WATER & SEWER	89.97	
04/19/2022	INVOICE	400-69475-00	APRIL WATER & SEWER	42.92	
04/19/2022	INVOICE	400-70005-01	APRIL WATER & SEWER	182.49	
04/19/2022	INVOICE	400-81020-00	APRIL WATER & SEWER	214.29	
			Total:	5,241.58	
			Net of 38 Invoices / 0 Checks	5,241.58	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02604 04/19/2022	CITY OF SCOTTSBLUFF INVOICE	INV05990	NE H2O STORMWATER ADVERTISING	404.59	
			Total:	404.59	
			Net of 1 Invoices / 0 Checks	404.59	
00262 04/19/2022	CLUB PROPHET SYSTEMS INVOICE	402204013485	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542 04/19/2022	CNC REPAIR LLC INVOICE	5818	OIL CHANGE - UNIT #203 VIN 8539	40.00	
04/19/2022	INVOICE	5820	OIL CHANGE - UNIT #196 VIN 5402	40.00	
04/19/2022	INVOICE	5821	OIL CHANGE - UNIT #202 VIN 8538	40.00	
04/19/2022	INVOICE	5822	TIRE REPAIR	17.50	
04/19/2022	INVOICE	5834	OIL CHANGE, AIR FILTER - UNIT #201 VIN 8537	55.94	
04/19/2022	INVOICE	5844	TIRE REPAIR - UNIT #198	17.50	
04/19/2022	INVOICE	5858	OIL CHANGE, REPLACE PURGE SOLENOID - UNIT #:	241.91	
04/19/2022	INVOICE	5860	OIL CHANGE, AIR & CABIN AIR FILYERS - VIN 7:	121.16	
04/19/2022	INVOICE	5880	OIL CHANGE, AIR FILTER - UNIT #177 VIN 1808	56.43	
04/19/2022	INVOICE	5889	REPLACE REAR SHOCK ABSORBERS - UNIT #196 VII	391.45	
04/19/2022	INVOICE	5914	OIL CHANGE - UNIT #198 VIN 5404	40.00	
04/19/2022	INVOICE	5915	OIL CHANGE, AIR FILTER - UNIT #202 VIN 8538	56.43	
04/19/2022	INVOICE	5926	BATTERY TEST & REPLACE - UNIT #182 VIN 4677	45.00	
04/19/2022	INVOICE	5930	REPLACE REAR BRAKE PADS & ROTORS - UNIT #20:	365.17	
			Total:	1,528.49	
			Net of 14 Invoices / 0 Checks	1,528.49	
03140 04/19/2022	COLUMBUS AREA CHAMBER OF INVOICE	37592	COLUMBUS TODAY AD JANUARY-MARCH	750.00	
			Total:	750.00	
			Net of 1 Invoices / 0 Checks	750.00	
03141 04/19/2022	COLUMBUS COMMUNITY HOSPITAL INVOICE	10002274	PHARMACY	1,609.31	
			Total:	1,609.31	
			Net of 1 Invoices / 0 Checks	1,609.31	
10768 04/19/2022	COLUMBUS CREDIT SERVICES INVOICE	ACCTY150 MARCH	MARCH COLLECTION SERVICES	680.85	
			Total:	680.85	
			Net of 1 Invoices / 0 Checks	680.85	
00036 04/19/2022	COLUMBUS CUSTOM EMBROIDERY INVOICE	E39359	OPEN NECK T & POLO - KELLI KEYES	39.00	
04/19/2022	INVOICE	E39717	LADIES LONG SLEEVE CREW- JENNIFER JOHNSON	30.00	
04/19/2022	INVOICE	E39546	LADIES BUTTON FRONT, POLO - MOORE	61.00	
			Total:	130.00	
			Net of 3 Invoices / 0 Checks	130.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01638 04/19/2022	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,967.12	
			Total:	9,967.12	
			Net of 1 Invoices / 0 Checks	9,967.12	
03144 04/19/2022	COLUMBUS TELEGRAM INVOICE	118-6003415	EMPLOYMENT ADS, LEGAL NOTICES	5,190.07	
04/19/2022	INVOICE	118-60106294	ADVERTISING	815.24	
			Total:	6,005.31	
			Net of 2 Invoices / 0 Checks	6,005.31	
03143 04/19/2022	COLUMBUS TIRE & SERVICE INVOICE	1-18967	TIRE REPAIR	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
01250 04/19/2022	COMMONWEALTH ELECTRIC COMPANY INVOICE	1	COL VIADUCT LIGHTING	10,444.50	
04/19/2022	INVOICE	96602	REPAIR LIGHTS THAT ARE OUT AT PAWNEE PARK B:	3,166.44	
			Total:	13,610.94	
			Net of 2 Invoices / 0 Checks	13,610.94	
01081 04/19/2022	CONSOLIDATED MANAGEMENT CO INVOICE	222359	MEALS - ZACHARY MCCLOUD	77.05	
04/19/2022	INVOICE	222309	MEALS - ZACHARY MCCLOUD	47.39	
			Total:	124.44	
			Net of 2 Invoices / 0 Checks	124.44	
03147 04/19/2022	CORNHUSKER PUBLIC POWER DIST INVOICE	415030001 APR22	ELECTRICITY	92.33	
04/19/2022	INVOICE	415030005 APR22	ELECTRICITY	38.31	
04/19/2022	INVOICE	415030006 APR22	ELECTRICITY	183.95	
04/19/2022	INVOICE	415030007 APR22	ELECTRICITY	254.70	
04/19/2022	INVOICE	415030008 APR22	ELECTRICITY	140.38	
04/19/2022	INVOICE	415030009 APR22	ELECTRICITY	155.65	
			Total:	865.32	
			Net of 6 Invoices / 0 Checks	865.32	
03149 04/19/2022	CULLIGAN OF COLUMBUS INVOICE	257398	POU COOLER 4/01 - 4/30	38.00	
04/19/2022	INVOICE	257423	POU COOLER 4/01 - 4/30	38.50	
04/19/2022	INVOICE	257430	REVERSE OSMOSIS	63.00	
			Total:	139.50	
			Net of 3 Invoices / 0 Checks	139.50	
03153 04/19/2022	DIAMOND VOGEL PAINT CENTER INVOICE	501503746	5 GAL WHITE	7,035.60	
			Total:	7,035.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	7,035.60	
00623 04/19/2022	DOHMEN GARAGE DOOR INC INVOICE	5762	REPAIR OPENER, BLOWN FUSE & BREAKER	70.00	
			Total:	70.00	
			Net of 1 Invoices / 0 Checks	70.00	
00568 04/19/2022	DTN LLC INVOICE	6114006	AVSENTRY ONLINE PRO-FBO	480.00	
			Total:	480.00	
			Net of 1 Invoices / 0 Checks	480.00	
00374 04/19/2022	DUNBAR DOUGLAS INVOICE	33122GOLF	MONTHLY COMMISSIONS	3,677.38	
04/19/2022	INVOICE	33122GOLF	LIQUOR COMMISSIONS	53.98	
04/19/2022	INVOICE	33122	CREDIT CARD FEES REIMBURSEMENT	1,385.34	
04/19/2022	INVOICE	MONTHLY	MONTHLY CONTRACT	6,498.00	
			Total:	11,614.70	
			Net of 4 Invoices / 0 Checks	11,614.70	
03158 04/19/2022	EAKES OFFICE SOLUTIONS INVOICE	8470951-0	2 - LW 550 TURBO PRINTERS	376.26	
04/19/2022	INVOICE	8472063-0	POST IT NOTES	12.59	
04/19/2022	INVOICE	8471975-0	ADDING MACHINE TAPES	9.44	
04/19/2022	INVOICE	8464892-1	DUSTER CLEANER	14.38	
04/19/2022	INVOICE	8464892-0	FRIXION REFILL, DUSTER CLEANER	9.48	
04/19/2022	INVOICE	8464891-0	JR LEGAL PADS	9.49	
			Total:	431.64	
			Net of 6 Invoices / 0 Checks	431.64	
10665 04/19/2022	ECKHARDT, BETSY INVOICE	4012022PARKS	FACEBOOK ADS	356.29	
04/19/2022	INVOICE	4012022PARKS	HOTDOG ROLLER, REUSABLE ICE PACKS, POPCORN :	288.20	
			Total:	644.49	
			Net of 2 Invoices / 0 Checks	644.49	
01597 04/19/2022	ELECTRONIC ENGINEERING INVOICE	855001662-1	2 WAY RADIO LABOR, EMS PRODUCT REPAIR	487.50	
			Total:	487.50	
			Net of 1 Invoices / 0 Checks	487.50	
02690 04/19/2022	ENVIRONMENTAL EXPRESS INC. INVOICE	1000674399	STAINLESS STEEL SCREEN, DRYING CARTRIDGE, U.	558.27	
			Total:	558.27	
			Net of 1 Invoices / 0 Checks	558.27	
03165 04/19/2022	FASTENAL COMPANY INVOICE	NECOL241359	4 - MULTI MOUNT LED LIGHT	879.96	
04/19/2022	INVOICE	NECOL241584	24 - IC WB SAFTEY GRN	151.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	NECOL241652	IC WB CAUTION	290.88	
04/19/2022	INVOICE	NECOL241731	60 - 16X20X2 STD WB FILTER	329.16	
04/19/2022	INVOICE	NECOL241732	4 - INVERTED STRIPE WAND	95.96	
04/19/2022	INVOICE	NECOL241844	1,000 - BLUE 4X5 WATER DEPT, 1,000 - GREEN	323.60	
Total:				2,070.76	
Net of 6 Invoices / 0 Checks				2,070.76	
00242	FIRST NATIONAL BANK OMAHA				
04/19/2022	INVOICE	469107	JONES & BARTLETT	234.96	
04/19/2022	INVOICE	31822FIRE	WALMART - MATTRESS PADS, SHEETS	310.19	
04/19/2022	INVOICE	3177908059	EB FIRST RESPONDER	104.31	
04/19/2022	INVOICE	1C7BPF3	CDW GOVT - ADOBE ACROBAT LICENSE	4,489.47	
04/19/2022	INVOICE	INV140060300	ZOOM STANDARD PRO ANNUAL	149.90	
04/19/2022	INVOICE	35945008	BOMGAARS - GREASE GUN NEEDLE, COUPLER	33.14	
04/19/2022	INVOICE	31422CLERK	ROBIN EFTA MEALS AT TRAINING IN GRAND ISLAN	43.80	
04/19/2022	INVOICE	18	PEPPER JAX GRILL - CHUCK, RANDY & KRIS MEAL	39.37	
04/19/2022	INVOICE	32922WWTF	NWEA CONFERENCE	780.00	
04/19/2022	INVOICE	628655	TRITECH FORENSICS	741.57	
04/19/2022	INVOICE	IN2111092464	BLUE 360 - NE CRIMINAL & TRAFFIC LAW MANUAL	174.59	
04/19/2022	INVOICE	31022POLICE	DREIFURST & WEHLING - ARIDE TRAINING MEALS	169.51	
04/19/2022	INVOICE	32422POLICE	SPIKER - MEALS & LODGING IN DES MOINES	306.56	
04/19/2022	INVOICE	7HB9E27S	PSI SERVICES	175.00	
04/19/2022	INVOICE	32922COMM	SEASONED TIMES	15.00	
04/19/2022	INVOICE	285800	DUNBAR MOVING - NEW FIRE CHIEF RELOCATION M	610.00	
04/19/2022	INVOICE	40422BHM	WORLD HERALD NEWSPAPER SUBSCRIPTION	19.99	
04/19/2022	INVOICE	40122AQ	AUTHORIZE NET FEES	30.00	
04/19/2022	INVOICE	82105	12V BATTERY	53.95	
04/19/2022	INVOICE	35383	AW7015 BASEPLATE RETAPPER	447.63	
04/19/2022	INVOICE	32122ENG	2022 GREAT PLAINS CONFERENCE - RICK BOGUS	140.00	
04/19/2022	INVOICE	32622LIBRARY	PLUM CREEK LETERATURE FESTIVAL	280.00	
04/19/2022	INVOICE	12088	VENMILL - DISC CLEANING MACHINE SUPPLIES	98.69	
04/19/2022	INVOICE	115461	CONCORDIA UNIVERSITY	58.00	
04/19/2022	INVOICE	32922LIBRARY	CONSTANT CONTACT	66.50	
04/19/2022	INVOICE	40371	OWL LABS	1,998.00	
04/19/2022	INVOICE	380846	HYVEE	8.44	
04/19/2022	INVOICE	155027	COLLISON ENTERPRISES	91.50	
04/19/2022	INVOICE	40422POLICE	WANGLER CENTRAL SQUARE TRAINING- GAYLORD HO	1,118.61	
04/19/2022	INVOICE	119764	SPAGHETTI WORKS	25.91	
04/19/2022	INVOICE	40122JCC	CENTRAL SQUARE TRAINING - RACHEL PENSICK ME	1,251.27	
04/19/2022	INVOICE	4042022LIBRARY	WALL STREET JOURNAL SUBSCRIPTION	1,079.78	
04/19/2022	INVOICE	3162022LIBRARY	FAX PLUS	11.99	
04/19/2022	INVOICE	2071704824	GO DADDY - DOMAIN RENEWAL	39.98	
04/19/2022	INVOICE	2072617604	GO DADDY	61.32	
Total:				15,258.93	
Net of 35 Invoices / 0 Checks				15,258.93	
00169	FRONTIER				
04/19/2022	INVOICE	40256277850209002	NWP ALARM 3/30/22 TO 4/29/22	70.34	
04/19/2022	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29/22	1,582.56	
04/19/2022	INVOICE	30818802060523942	E911 PHONE CHARGES 3/30/22 - 4/29/22	218.50	
Total:				1,871.40	
Net of 3 Invoices / 0 Checks				1,871.40	
03172	GALLS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	020806455	SERVING SINCE ONE PIECE NAMEPLA	52.35	
04/19/2022	INVOICE	020778755	KEY STRAP W/FLAP	79.95	
04/19/2022	INVOICE	020697082	CLASS A TWILL PANT, PATROL UNIFORM PANT	248.15	
04/19/2022	INVOICE	020701808	POLO, GUN MOUNT, T-SHIRT- BEN WOTIPKA	222.98	
04/19/2022	INVOICE	020703808	RETURN	(222.98)	
04/19/2022	INVOICE	020787156	FIRE CHIEF POLOS	137.87	
04/19/2022	INVOICE	020787149	NATE JONES POLO	74.14	
04/19/2022	INVOICE	020794761	CQC SERPA LOCKING HOLSTER- THALKEN QM	51.85	
04/19/2022	INVOICE	020821624	NEW HIRE UNIFORMS	430.82	
Total:				1,075.13	
Net of 9 Invoices / 0 Checks				1,075.13	
03174	GEHRING CONSTRUCTION &				
04/19/2022	INVOICE	1	SID #184- 23RD ST FROM EAST 48TH AVE TO 54'	52,579.37	
04/19/2022	INVOICE	1	WATER & CONCRETE PAVING IMPROVEMENTS 2022	528,663.60	
Total:				581,242.97	
Net of 2 Invoices / 0 Checks				581,242.97	
00303	GENE STEFFY FORD				
04/19/2022	INVOICE	200713	OIL CHANGE - 2019 FORD EXPLORER VIN #6582	69.56	
Total:				69.56	
Net of 1 Invoices / 0 Checks				69.56	
03177	GENERAL TRAFFIC CONTROLS INC				
04/19/2022	INVOICE	21938	TRAFFIC SIGNAL CONTROLLER - LOST CREEK PARKI	3,380.00	
Total:				3,380.00	
Net of 1 Invoices / 0 Checks				3,380.00	
00053	GILMORE & ASSOCIATES INC				
04/19/2022	INVOICE	37900	LIFT STATION #10 REPLACEMENT- SERVICES FROM	3,600.00	
04/19/2022	INVOICE	37901	LIFT STATION #7 REPLACEMENT 2020 - SERVICES	3,900.00	
Total:				7,500.00	
Net of 2 Invoices / 0 Checks				7,500.00	
10401	GOLFNOW				
04/19/2022	INVOICE	INV00057111	WEBSITE/EZENGAGE MARKETING	180.26	
Total:				180.26	
Net of 1 Invoices / 0 Checks				180.26	
02594	GREAT PLAINS BUILDING SUPPLY				
04/19/2022	INVOICE	356939	4 - 50# ATHLETIC FIELD MARKER	36.08	
04/19/2022	INVOICE	357217	48.96 SQ FT 6 1/2"X15"X39'2" ROLL	36.15	
04/19/2022	INVOICE	357315	48.96 SQ FT 6 1/2"X15"X39'2" ROLL	36.15	
Total:				108.38	
Net of 3 Invoices / 0 Checks				108.38	
02075	GREAT PLAINS COMMUNICATIONS				
04/19/2022	INVOICE	996-426-0026	INTERNET SERVICE 04/01 - 04/30	239.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
10494 04/19/2022	GUBBELS, DOUG INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02904 04/19/2022	GUNSLINGERS LLC INVOICE	15580	MAGPUL SLING/MOUNT POINT - CIBORON QM	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03182 04/19/2022	HACH COMPANY INVOICE	12952455	PROBE MODULE	2,697.32	
			Total:	2,697.32	
			Net of 1 Invoices / 0 Checks	2,697.32	
03183 04/19/2022	HADLEY-BRAITHWAIT COMPANY INVOICE	224180	GERRARD NORTH CONCESSION STAND	1,427.70	
04/19/2022	INVOICE	224181	GERRARD SOUTH CONCESSION STAND	1,351.45	
04/19/2022	INVOICE	224182	ARMORY CONCESSION STAND	1,326.35	
04/19/2022	INVOICE	225082	GOJO SOAP, MOP HEAD	98.90	
04/19/2022	INVOICE	224332	2 - CASES TRI FOLD TOWELS	85.90	
04/19/2022	INVOICE	225064	GERRARD NORTH	1,046.10	
04/19/2022	INVOICE	225652	GERRARD PARK - 6 BIGS BBQ SEEDS	159.00	
			Total:	5,495.40	
			Net of 7 Invoices / 0 Checks	5,495.40	
00272 04/19/2022	HAWKINS INC INVOICE	6151728	CHEMICALS	3,875.74	
			Total:	3,875.74	
			Net of 1 Invoices / 0 Checks	3,875.74	
03185 04/19/2022	HDR ENGINEERING INC INVOICE	1200419636	R21-130 LOST CREEK PARKWAY SEWER PROJECT 2/:	38,416.44	
			Total:	38,416.44	
			Net of 1 Invoices / 0 Checks	38,416.44	
01424 04/19/2022	HEARTLAND NATURAL GAS LLC INVOICE	101530	NATURAL GAS	113.45	
04/19/2022	INVOICE	101528	NATURAL GAS	62.82	
04/19/2022	INVOICE	101535	NATURAL GAS	89.04	
04/19/2022	INVOICE	101523	NATURAL GAS	112.83	
04/19/2022	INVOICE	101524	NATURAL GAS	1,500.96	
04/19/2022	INVOICE	101525	NATURAL GAS	292.14	
04/19/2022	INVOICE	101529	NATURAL GAS	164.06	
04/19/2022	INVOICE	101536	NATURAL GAS	1,687.59	
04/19/2022	INVOICE	101533	NATURAL GAS	0.61	
04/19/2022	INVOICE	101526	NATURAL GAS	77.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	101537	NATURAL GAS	798.97	
04/19/2022	INVOICE	101531	NATURAL GAS	2,273.09	
04/19/2022	INVOICE	101532	NATURAL GAS	1,795.54	
04/19/2022	INVOICE	101669	NATURAL GAS	461.69	
Total:				9,430.24	
Net of 14 Invoices / 0 Checks				9,430.24	
00403	HOWERTER MD MARK S				
04/19/2022	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	616.00	
Total:				616.00	
Net of 1 Invoices / 0 Checks				616.00	
03192	HY-VEE INC				
04/19/2022	INVOICE	4841816974	POPCORN	6.98	
04/19/2022	INVOICE	4841461729	COOKIES, KOOL AID JAMMERS	36.40	
04/19/2022	INVOICE	4841687279	WATER	12.32	
04/19/2022	INVOICE	4841687245	WATER	12.32	
04/19/2022	INVOICE	4841462858	CRACKERS & CHEESE	8.98	
04/19/2022	INVOICE	5863631936	COOKIES, GUMMY WORMS, FRUIT SNACKS	29.14	
04/19/2022	INVOICE	4840993215	COOKIES	17.98	
04/19/2022	INVOICE	4840820147	COOKIES	19.96	
04/19/2022	INVOICE	4840738587	OXICLEAN, SHOUT	19.27	
04/19/2022	INVOICE	4840501653	SWEET HARVEST POPCORN	6.78	
Total:				170.13	
Net of 10 Invoices / 0 Checks				170.13	
03194	INGRAM LIBRARY SERVICES, INC				
04/19/2022	INVOICE	57759234	MATERIALS	15.22	
04/19/2022	INVOICE	58733808	MATERIALS	609.03	
04/19/2022	INVOICE	58648929	MATERIALS	1,097.64	
04/19/2022	INVOICE	58670280	MATERIALS	69.00	
04/19/2022	INVOICE	58536311	MATERIALS	276.91	
04/19/2022	INVOICE	58552507	MATERIALS	50.72	
Total:				2,118.52	
Net of 6 Invoices / 0 Checks				2,118.52	
01375	INTERNATIONAL CODE COUNCIL INC				
04/19/2022	INVOICE	1001468481	NONSTRUCT PLAN REVIEW	31.50	
Total:				31.50	
Net of 1 Invoices / 0 Checks				31.50	
02609	ISLAND SUPPLY WELDING CO.				
04/19/2022	INVOICE	264500	MIG/TIG GLOVE, WORK GLOVE	25.50	
04/19/2022	INVOICE	264502	O-RINGS, START CARTRIDGE, ELECTRODE, SHIELD	864.30	
Total:				889.80	
Net of 2 Invoices / 0 Checks				889.80	
03199	JACKSON SERVICES INC				
04/19/2022	INVOICE	4765957	MATS, ROLLER TOWELS, UNIFORMS	126.77	
04/19/2022	INVOICE	4765947	MOPS, MATS	40.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	4765948	UNIFORMS	132.07	
04/19/2022	INVOICE	4765949	MOP, MAT	7.63	
04/19/2022	INVOICE	4765958	UNIFORMS	93.37	
04/19/2022	INVOICE	4765959	MAT, BAR TOWELS, SHOP TOWELS	22.07	
04/19/2022	INVOICE	4764125	MATS	59.59	
04/19/2022	INVOICE	4764107	SOAP, MOPS, UNIFORMS	105.19	
04/19/2022	INVOICE	4767580	UNIFORMS	335.34	
04/19/2022	INVOICE	4763286	MATS, MOPS, POLISH TOWEL, WINDSHEILD WIPE, :	127.45	
04/19/2022	INVOICE	4771090	UNIFORMS	300.27	
04/19/2022	INVOICE	4768500	MAT, UNIFORMS	109.30	
04/19/2022	INVOICE	4768501	MAT	21.09	
04/19/2022	INVOICE	4769435	MATS	39.29	
04/19/2022	INVOICE	4771101	MAT	2.92	
04/19/2022	INVOICE	4771091	MAT, ROLLER TOWELS, SHOP TOWELS	38.15	
04/19/2022	INVOICE	4771092	UNIFORMS	132.07	
04/19/2022	INVOICE	4771093	MATS	13.00	
04/19/2022	INVOICE	4771099	UNIFORMS	91.87	
04/19/2022	INVOICE	4771100	UNIFORMS	93.37	
Total:				1,890.87	
Net of 20 Invoices / 0 Checks				1,890.87	
10778	JERRY'S TRANSMISSION SERVICE INC				
04/19/2022	INVOICE	0038663	REPAIR 2012 FREI MEDTEC-TERRY AC NOT WORKING	820.81	
Total:				820.81	
Net of 1 Invoices / 0 Checks				820.81	
10528	JOHNSON, MADDY				
04/19/2022	INVOICE	4042022JCC	MILEAGE TO YORK FOR CTO TRAINING	186.03	
Total:				186.03	
Net of 1 Invoices / 0 Checks				186.03	
03202	KELLY SUPPLY COMPANY				
04/19/2022	INVOICE	S12272198-0	GATES STEM	87.06	
04/19/2022	INVOICE	S12272414-0	BONNET KIT, VENT FLOAT KIT	269.41	
04/19/2022	INVOICE	S12272611-0	BUSHINGS, PVC TEE, SPIGOT	455.86	
04/19/2022	INVOICE	S12272206-0	TEE, HEAD PLUG, BUSHING, PRESSURE GAUGE, NI	96.91	
Total:				909.24	
Net of 4 Invoices / 0 Checks				909.24	
01644	KEYES KELLI				
04/19/2022	INVOICE	31022LIBRARY	REIMBURSE FOR T-SHIRTS USED AS MAKERSPACE DI	12.80	
Total:				12.80	
Net of 1 Invoices / 0 Checks				12.80	
00348	KLUEVER ERIC A				
04/19/2022	INVOICE	3222022FIRE	FIRE OFFICER 2 CLASS MEALS	33.72	
Total:				33.72	
Net of 1 Invoices / 0 Checks				33.72	
02236	LANGUAGE LINE SERVICES INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	10489302	OVER THE PHONE INTERPRETATION	36.67	
04/19/2022	INVOICE	10481987	OVER THE PHONE INTERPRETATION	33.74	
			Total:	70.41	
			Net of 2 Invoices / 0 Checks	70.41	
01183	LARM (LEAGUE ASSOCIATION OF				
04/19/2022	INVOICE	104758	VEHICLE ADDITION, ENDORSEMENT 15 & 16	4,596.26	
04/19/2022	INVOICE	104530	WORKERS COMPENSATION AUDIT	22,795.14	
			Total:	27,391.40	
			Net of 2 Invoices / 0 Checks	27,391.40	
00822	LINCOLN WINWATER WORKS				
04/19/2022	INVOICE	00783-000474	2 - 4" FLANGE FITTINGS	428.00	
			Total:	428.00	
			Net of 1 Invoices / 0 Checks	428.00	
10229	LINGO				
04/19/2022	INVOICE	1192128210	E911 PHONE SERVICE	56.67	
			Total:	56.67	
			Net of 1 Invoices / 0 Checks	56.67	
00013	LOGAN CONTRACTORS SUPPLY INC				
04/19/2022	INVOICE	A45507	221 NEBRASKA APPROVED, LOT #D1845	4,605.00	
			Total:	4,605.00	
			Net of 1 Invoices / 0 Checks	4,605.00	
03214	LOUP POWER DISTRICT				
04/19/2022	INVOICE	169003 APR22	ELECTRICITY	27.25	
04/19/2022	INVOICE	169004 APR22	ELECTRICITY	970.56	
04/19/2022	INVOICE	169005 APR22	ELECTRICITY	84.49	
04/19/2022	INVOICE	169008 APR22	ELECTRICITY	27.55	
04/19/2022	INVOICE	169009 APR22	ELECTRICITY	27.65	
04/19/2022	INVOICE	169011 APR22	ELECTRICITY	54.96	
04/19/2022	INVOICE	169016 APR22	ELECTRICITY	104.99	
04/19/2022	INVOICE	169017 APR22	ELECTRICITY	25.00	
04/19/2022	INVOICE	169018 APR22	ELECTRICITY	10.13	
04/19/2022	INVOICE	169019 APR22	ELECTRICITY	51.68	
04/19/2022	INVOICE	169020 APR22	ELECTRICITY	12.91	
04/19/2022	INVOICE	169022 APR22	ELECTRICITY	25.49	
04/19/2022	INVOICE	169023 APR22	ELECTRICITY	225.59	
04/19/2022	INVOICE	169024 APR22	ELECTRICITY	52.07	
04/19/2022	INVOICE	169026 APR22	ELECTRICITY	95.56	
04/19/2022	INVOICE	169027 APR22	ELECTRICITY	12.91	
04/19/2022	INVOICE	169028 APR22	ELECTRICITY	412.20	
04/19/2022	INVOICE	169029 APR22	ELECTRICITY	504.93	
04/19/2022	INVOICE	169030 APR22	ELECTRICITY	157.70	
04/19/2022	INVOICE	169031 APR22	ELECTRICITY	74.12	
04/19/2022	INVOICE	169033 APR22	ELECTRICITY	36.85	
04/19/2022	INVOICE	169035 APR22	ELECTRICITY	25.39	
04/19/2022	INVOICE	169036 APR22	ELECTRICITY	169.67	
04/19/2022	INVOICE	169038 APR22	ELECTRICITY	4,254.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	169039 APR22	ELECTRICITY	37.25	
04/19/2022	INVOICE	169041 APR22	ELECTRICITY	35.19	
04/19/2022	INVOICE	169042 APR22	ELECTRICITY	248.84	
04/19/2022	INVOICE	169043 APR22	ELECTRICITY	40.29	
04/19/2022	INVOICE	169044 APR22	ELECTRICITY	39.70	
04/19/2022	INVOICE	169045 APR22	ELECTRICITY	39.50	
04/19/2022	INVOICE	169046 APR22	ELECTRICITY	56.87	
04/19/2022	INVOICE	169047 APR22	ELECTRICITY	25.39	
04/19/2022	INVOICE	169048 APR22	ELECTRICITY	33.82	
04/19/2022	INVOICE	169050 APR22	ELECTRICITY	208.51	
04/19/2022	INVOICE	169051 APR22	ELECTRICITY	25.49	
04/19/2022	INVOICE	169053 APR22	ELECTRICITY	40.65	
04/19/2022	INVOICE	169055 APR22	ELECTRICITY	26.37	
04/19/2022	INVOICE	169056 APR22	ELECTRICITY	39.80	
04/19/2022	INVOICE	169057 APR22	ELECTRICITY	25.49	
04/19/2022	INVOICE	169058 APR22	ELECTRICITY	40.58	
04/19/2022	INVOICE	169060 APR22	ELECTRICITY	28.14	
04/19/2022	INVOICE	169061 APR22	ELECTRICITY	31.86	
04/19/2022	INVOICE	169062 APR22	ELECTRICITY	162.65	
04/19/2022	INVOICE	169064 APR22	ELECTRICITY	31.86	
04/19/2022	INVOICE	169065 APR22	ELECTRICITY	829.44	
04/19/2022	INVOICE	169066 APR22	ELECTRICITY	46.76	
04/19/2022	INVOICE	169067 APR22	ELECTRICITY	1,749.65	
04/19/2022	INVOICE	169068 APR22	ELECTRICITY	1,676.16	
04/19/2022	INVOICE	169069 APR22	ELECTRICITY	41.19	
04/19/2022	INVOICE	169034 APR22	ELECTRICITY	25.49	
04/19/2022	INVOICE	169072 APR22	ELECTRICITY	250.00	
04/19/2022	INVOICE	169073 APR22	ELECTRICITY	38.03	
04/19/2022	INVOICE	169074 APR22	ELECTRICITY	30.39	
04/19/2022	INVOICE	169077 APR22	ELECTRICITY	25.78	
04/19/2022	INVOICE	169080 APR22	ELECTRICITY	129.49	
04/19/2022	INVOICE	169081 APR22	ELECTRICITY	37.45	
04/19/2022	INVOICE	169082 APR22	ELECTRICITY	102.84	
04/19/2022	INVOICE	169083 APR22	ELECTRICITY	743.80	
04/19/2022	INVOICE	169084 APR22	ELECTRICITY	1,203.21	
04/19/2022	INVOICE	169085 APR22	ELECTRICITY	1,392.80	
04/19/2022	INVOICE	169086 APR22	ELECTRICITY	57.84	
04/19/2022	INVOICE	169087 APR22	ELECTRICITY	311.90	
04/19/2022	INVOICE	169089 APR22	ELECTRICITY	34.31	
04/19/2022	INVOICE	169090 APR22	ELECTRICITY	36.96	
04/19/2022	INVOICE	169091 APR22	ELECTRICITY	151.64	
04/19/2022	INVOICE	169092 APR22	ELECTRICITY	92.45	
04/19/2022	INVOICE	169093 APR22	ELECTRICITY	66.16	
04/19/2022	INVOICE	169094 APR22	ELECTRICITY	53.18	
04/19/2022	INVOICE	169096 APR22	ELECTRICITY	596.61	
04/19/2022	INVOICE	169097 APR22	ELECTRICITY	29.12	
04/19/2022	INVOICE	169098 APR22	ELECTRICITY	35.13	
04/19/2022	INVOICE	169099 APR22	ELECTRICITY	25.39	
04/19/2022	INVOICE	169107 APR22	ELECTRICITY	86.09	
04/19/2022	INVOICE	169112 APR22	ELECTRICITY	94.19	
04/19/2022	INVOICE	169116 APR22	ELECTRICITY	77.27	
04/19/2022	INVOICE	169118 APR22	ELECTRICITY	43.82	
04/19/2022	INVOICE	169120 APR22	ELECTRICITY	2,517.12	
04/19/2022	INVOICE	169121 APR22	ELECTRICITY	3,657.60	
04/19/2022	INVOICE	169122 APR22	ELECTRICITY	1,507.68	
04/19/2022	INVOICE	169123 APR22	ELECTRICITY	51.36	
04/19/2022	INVOICE	169124 APR22	ELECTRICITY	60.08	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	169125 APR22	ELECTRICITY	44.43	
04/19/2022	INVOICE	169126 APR22	ELECTRICITY	94.58	
04/19/2022	INVOICE	169127 APR22	ELECTRICITY	36.00	
04/19/2022	INVOICE	169130 APR22	ELECTRICITY	36.00	
04/19/2022	INVOICE	169131 APR22	ELECTRICITY	4.15	
04/19/2022	INVOICE	169132 APR22	ELECTRICITY	40.88	
04/19/2022	INVOICE	400001 APR22	ELECTRICITY	687.19	
04/19/2022	INVOICE	400002 APR22	ELECTRICITY	577.87	
04/19/2022	INVOICE	400003 APR22	ELECTRICITY	281.00	
04/19/2022	INVOICE	400004 APR22	ELECTRICITY	233.14	
04/19/2022	INVOICE	400005 APR22	ELECTRICITY	27.74	
04/19/2022	INVOICE	400006 APR22	ELECTRICITY	25.49	
04/19/2022	INVOICE	400008 APR22	ELECTRICITY	25.98	
04/19/2022	INVOICE	400009 APR22	ELECTRICITY	46.95	
04/19/2022	INVOICE	400010 APR22	ELECTRICITY	32.74	
04/19/2022	INVOICE	400011 APR22	ELECTRICITY	29.12	
04/19/2022	INVOICE	400012 APR22	ELECTRICITY	33.43	
04/19/2022	INVOICE	400013 APR22	ELECTRICITY	40.48	
04/19/2022	INVOICE	400015 APR22	ELECTRICITY	318.01	
04/19/2022	INVOICE	400016 APR22	ELECTRICITY	51.68	
04/19/2022	INVOICE	400017 APR22	ELECTRICITY	43.91	
04/19/2022	INVOICE	400018 APR22	ELECTRICITY	43.23	
04/19/2022	INVOICE	400019 APR22	ELECTRICITY	31.08	
04/19/2022	INVOICE	400020 APR22	ELECTRICITY	2,039.04	
04/19/2022	INVOICE	400023 APR22	ELECTRICITY	598.54	
04/19/2022	INVOICE	400024 APR22	ELECTRICITY	34.02	
04/19/2022	INVOICE	400025 APR22	ELECTRICITY	143.64	
04/19/2022	INVOICE	400026 APR22	ELECTRICITY	34.02	
04/19/2022	INVOICE	400028 APR22	ELECTRICITY	285.02	
04/19/2022	INVOICE	400029 APR22	ELECTRICITY	89.70	
04/19/2022	INVOICE	400030 APR22	ELECTRICITY	62.24	
04/19/2022	INVOICE	400031 APR22	ELECTRICITY	115.52	
04/19/2022	INVOICE	400032 APR22	ELECTRICITY	97.69	
04/19/2022	INVOICE	400033 APR22	ELECTRICITY	113.39	
04/19/2022	INVOICE	400034 APR22	ELECTRICITY	25.39	
04/19/2022	INVOICE	400036 APR22	ELECTRICITY	259.33	
04/19/2022	INVOICE	400037 APR22	ELECTRICITY	44.80	
04/19/2022	INVOICE	400039 APR22	ELECTRICITY	81.31	
04/19/2022	INVOICE	400040 APR22	ELECTRICITY	28,018.40	
04/19/2022	INVOICE	400041 APR22	ELECTRICITY	152.60	
04/19/2022	INVOICE	400042 APR22	ELECTRICITY	33.62	
04/19/2022	INVOICE	400044 APR22	ELECTRICITY	39.15	
04/19/2022	INVOICE	400046 APR22	ELECTRICITY	26.38	
04/19/2022	INVOICE	400047 APR22	ELECTRICITY	889.64	
04/19/2022	INVOICE	400048 APR22	ELECTRICITY	88.82	
04/19/2022	INVOICE	400049 APR22	ELECTRICITY	79.71	
04/19/2022	INVOICE	400051 APR22	ELECTRICITY	25.00	
04/19/2022	INVOICE	400052 APR22	ELECTRICITY	57.73	
04/19/2022	INVOICE	400054 APR22	ELECTRICITY	25.00	
04/19/2022	INVOICE	400055 APR22	ELECTRICITY	25.00	
04/19/2022	INVOICE	400057 APR22	ELECTRICITY	51.88	
04/19/2022	INVOICE	400058 APR22	ELECTRICITY	331.20	
04/19/2022	INVOICE	400059 APR22	ELECTRICITY	227.36	
04/19/2022	INVOICE	400060 APR22	ELECTRICITY	10,546.86	
04/19/2022	INVOICE	400061 APR22	ELECTRICITY	273.46	
04/19/2022	INVOICE	400062 APR22	ELECTRICITY	34.41	
04/19/2022	INVOICE	400063 APR22	ELECTRICITY	39.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	400065 APR22	ELECTRICITY	2,991.58	
04/19/2022	INVOICE	400068 APR22	ELECTRICITY	62.24	
04/19/2022	INVOICE	400069 APR22	ELECTRICITY	36.96	
04/19/2022	INVOICE	400070 APR22	ELECTRICITY	1,341.15	
04/19/2022	INVOICE	400071 APR22	ELECTRICITY	36.56	
04/19/2022	INVOICE	400072 APR22	ELECTRICITY	36.37	
04/19/2022	INVOICE	400073 APR22	ELECTRICITY	39.50	
04/19/2022	INVOICE	400075 APR22	ELECTRICITY	38.03	
04/19/2022	INVOICE	400076 APR22	ELECTRICITY	31.86	
04/19/2022	INVOICE	400077 APR22	ELECTRICITY	36.37	
04/19/2022	INVOICE	400078 APR22	ELECTRICITY	25.00	
04/19/2022	INVOICE	400079 APR22	ELECTRICITY	197.98	
04/19/2022	INVOICE	400081 APR22	ELECTRICITY	139.78	
04/19/2022	INVOICE	400083 APR22	ELECTRICITY	63.91	
04/19/2022	INVOICE	400084 APR22	ELECTRICITY	78.90	
04/19/2022	INVOICE	400085 APR22	ELECTRICITY	30.88	
04/19/2022	INVOICE	400088 APR22	ELECTRICITY	29.15	
04/19/2022	INVOICE	400089 APR22	ELECTRICITY	682.56	
04/19/2022	INVOICE	400091 APR22	ELECTRICITY	182.52	
04/19/2022	INVOICE	400092 APR22	ELECTRICITY	27.65	
04/19/2022	INVOICE	400093 APR22	ELECTRICITY	38.52	
04/19/2022	INVOICE	400094 APR22	ELECTRICITY	132.08	
04/19/2022	INVOICE	400095 APR22	ELECTRICITY	133.83	
04/19/2022	INVOICE	400096 APR22	ELECTRICITY	1,137.60	
04/19/2022	INVOICE	400097 APR22	ELECTRICITY	228.63	
Total:				82,125.21	
Net of 163 Invoices / 0 Checks				82,125.21	
03215	M & O DOOR PRODUCTS				
04/19/2022	INVOICE	0100833-IN	10 KEYS CUT	70.00	
Total:				70.00	
Net of 1 Invoices / 0 Checks				70.00	
02806	MACQUEEN EQUIPMENT				
04/19/2022	INVOICE	P08920	21 WPH SEGMENT, TUBE BROOM 60"	1,538.21	
Total:				1,538.21	
Net of 1 Invoices / 0 Checks				1,538.21	
02863	MARTENS KARA J				
04/19/2022	INVOICE	3302022AQ	MESH BAGS FOR SWIM LESSONS	12.84	
Total:				12.84	
Net of 1 Invoices / 0 Checks				12.84	
03212	MATHESON-LINWELD				
04/19/2022	INVOICE	51936943	MEDICAL OXYGEN	25.11	
Total:				25.11	
Net of 1 Invoices / 0 Checks				25.11	
03220	MENARDS				
04/19/2022	INVOICE	58920	KEROSENE, WASHERS, WELD PRO, HEX NUT, STAR 1	134.77	
04/19/2022	INVOICE	58937	METAL CUT OFF, RECIP BLADE	23.19	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	58813	SAFETY LEVER BLOW GUN, 4X8 HARDBOARD	30.96	
04/19/2022	INVOICE	58685	HEX HEAD 8 PC	3.18	
04/19/2022	INVOICE	58758	CABLE TIES	3.28	
04/19/2022	INVOICE	58768	DISH SOAP, DISTILLED WATER, CREEPER	37.81	
04/19/2022	INVOICE	58905	SPRING WATER, WIRE WHEEL, BENCH GRINDER	149.94	
04/19/2022	INVOICE	59102	PIPES IN SLF SEAL	10.79	
04/19/2022	INVOICE	59084	5" WHITE LD BRACKET, SOLID WALL ANCHOR	7.15	
04/19/2022	INVOICE	59199	BRAKELEEN, GARAGE DOOR LUBE	17.96	
Total:				419.03	
Net of 10 Invoices / 0 Checks				419.03	
02517	MID-AMERICAN SIGNAL INC				
04/19/2022	INVOICE	22-215	WAVETRONIX MATRIX/ADVANCE CABLE 250' SPOOL	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
10309	MIDWEST ALARM SERVICES				
04/19/2022	INVOICE	377796	FIRE ALARM MONITORING 5/1/2022 - 4/30/2023	648.84	
Total:				648.84	
Net of 1 Invoices / 0 Checks				648.84	
03225	MIDWEST GLASS SERVICE INC				
04/19/2022	INVOICE	61568	9 - DUPLICATE KEYS	13.50	
Total:				13.50	
Net of 1 Invoices / 0 Checks				13.50	
03224	MIDWEST LABORATORIES INC				
04/19/2022	INVOICE	1079578	TESTING & SHIPPING CHARGES	39.74	
Total:				39.74	
Net of 1 Invoices / 0 Checks				39.74	
03226	MIDWEST SERVICE & SALES CO				
04/19/2022	INVOICE	0032141	50-UNISTRUT POSTS, 25-UNISTRUT POSTS CUT IN	3,406.25	
Total:				3,406.25	
Net of 1 Invoices / 0 Checks				3,406.25	
00340	MILLER PATRICK L				
04/19/2022	INVOICE	3292022FIRE	FIRST RESPONDERS CHAPLIN/PEER SUPPORT TRAIN.	119.31	
Total:				119.31	
Net of 1 Invoices / 0 Checks				119.31	
10752	MOMS & MOPS				
04/19/2022	INVOICE	33122WATER	CLEANING CENTRAL MAINTENANCE	400.00	
Total:				400.00	
Net of 1 Invoices / 0 Checks				400.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
04/19/2022	INVOICE	714780	BRAKLEEN	39.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	39.48	
			Net of 1 Invoices / 0 Checks	39.48	
00920	NAPE				
04/19/2022	INVOICE	040722POLICE	ANGIE LOPEZ- RENEWAL MEMBERSHIP	30.00	
04/19/2022	INVOICE	040722POLICE	TRACI HAPP - RENEWAL MEMBERSHIP	30.00	
04/19/2022	INVOICE	040722POLICE	BOBBY PENSICK - RENEWAL MEMBERSHIP	30.00	
			Total:	90.00	
			Net of 3 Invoices / 0 Checks	90.00	
00140	NEBRASKA GOLF & TURF INC				
04/19/2022	INVOICE	66785	ASM RACK & PINION, 3 PIECE A-ARM, UPPER CLE'	956.10	
			Total:	956.10	
			Net of 1 Invoices / 0 Checks	956.10	
00239	NEBRASKA HARVESTORE SYSTEMS				
04/19/2022	INVOICE	12243	AIR, HYD, FUEL & OIL FILTERS	265.17	
04/19/2022	INVOICE	12252	KIT ASPIRATION	393.30	
			Total:	658.47	
			Net of 2 Invoices / 0 Checks	658.47	
00131	NEBRASKA NOTARY ASSOCIATION				
04/19/2022	INVOICE	04192022POLICE	NOTARY RENEWAL - JODI COLE	100.00	
04/19/2022	INVOICE	040122POLICE	NOTARY RENEWAL - BRET STRECKER	100.00	
			Total:	200.00	
			Net of 2 Invoices / 0 Checks	200.00	
03089	NEBRASKA REGIONAL INTEROP NTWK				
04/19/2022	INVOICE	016-2022	PSAP 911 NETWORK TO REGIONAL 911 SERVERS/RAI	5,400.00	
			Total:	5,400.00	
			Net of 1 Invoices / 0 Checks	5,400.00	
03241	NEWMAN SIGNS INC.				
04/19/2022	INVOICE	TRFINV038433	SPECIAL TRAFFIC - ALTERNANTE ROUTE	1,891.12	
			Total:	1,891.12	
			Net of 1 Invoices / 0 Checks	1,891.12	
03246	NORTHEAST NEBRASKA ECONOMIC				
04/19/2022	INVOICE	101721	DHA LOAN/LEMUS 20-TFHP-17006 DD#10	30,005.00	
			Total:	30,005.00	
			Net of 1 Invoices / 0 Checks	30,005.00	
03245	NORTHEAST NEBRASKA SOLID				
04/19/2022	INVOICE	03312022TRANSFER	LANDFILL CHARGES	57,415.97	
			Total:	57,415.97	
			Net of 1 Invoices / 0 Checks	57,415.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03247 04/19/2022	NORTHWEST ELECTRIC LLC INVOICE	714140	BROKEN ROTOR BAR-UNREPAIRABLE/NON ECONOMICA:	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
00358 04/19/2022	OBRIST & CO INC INVOICE	3	LIFT STATION REPLACEMENTS-2020	350,904.53	
			Total:	350,904.53	
			Net of 1 Invoices / 0 Checks	350,904.53	
00874 04/19/2022	OCLC, INC INVOICE	1000206089	CATALOGING & METADATA SUBSCRIPTION	893.31	
04/19/2022	INVOICE	1000205738	WORLDSHARE ILL	349.50	
			Total:	1,242.81	
			Net of 2 Invoices / 0 Checks	1,242.81	
03251 04/19/2022	OMAHA WORLD HERALD INVOICE	1013649	EMPLOYMENT ADS - AIRPORT MANAGER, PROJECT EI	2,812.00	
			Total:	2,812.00	
			Net of 1 Invoices / 0 Checks	2,812.00	
01451 04/19/2022	ONE CALL CONCEPTS INC INVOICE	2030130	LOCATE FEES	529.86	
			Total:	529.86	
			Net of 1 Invoices / 0 Checks	529.86	
01307 04/19/2022	ONE SOURCE INVOICE	3279-20220331	BACK GROUND CHECKS	151.50	
04/19/2022	INVOICE	1639-20220331	BACKGROUND CHECKS	851.50	
			Total:	1,003.00	
			Net of 2 Invoices / 0 Checks	1,003.00	
00176 04/19/2022	O'REILLY AUTOMOTIVE INC INVOICE	0681-157806	FLOOR MATS, SEAT COVERS, 3PK PAPER	75.27	
04/19/2022	INVOICE	0681-152239	V-BELT	7.63	
04/19/2022	INVOICE	0681-156740	BRAKE CLEANER	65.88	
			Total:	148.78	
			Net of 3 Invoices / 0 Checks	148.78	
10411 04/19/2022	PAPER TIGER SHREDDING INVOICE	160097	64 GALLON CONTAINER, PURGE SERVICE	122.43	
			Total:	122.43	
			Net of 1 Invoices / 0 Checks	122.43	
10252 04/19/2022	PET CARE SPECIALISTS INVOICE	10917	ANNUAL EXAM - EROS	150.03	
			Total:	150.03	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	150.03	
00345 04/19/2022	PETE LIEN & SONS INC. INVOICE	22POS/022512	QUICKLIME	6,519.54	
			Total: Net of 1 Invoices / 0 Checks	6,519.54 6,519.54	
03258 04/19/2022 04/19/2022	PETTY CASH INVOICE INVOICE	40522POLICE 41322COMM	PETTY CASH MONEY FOR CASH DRAWER	52.50 65.00	
			Total: Net of 2 Invoices / 0 Checks	117.50 117.50	
10413 04/19/2022	PICTOMETRY INTERNATIONAL CORP. INVOICE	US423743	IMAGERY LICENSE PAYMENT 3 OF3	19,140.33	
			Total: Net of 1 Invoices / 0 Checks	19,140.33 19,140.33	
10519 04/19/2022	PIONEER DOOR INC. INVOICE	46783	SERVICE CALL-ADJUSTED OPENER CHAIN TENSION	125.00	
			Total: Net of 1 Invoices / 0 Checks	125.00 125.00	
00155 04/19/2022	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,140.59	
			Total: Net of 1 Invoices / 0 Checks	3,140.59 3,140.59	
03028 04/19/2022	PLATTE COUNTY SHERIFF INVOICE	100	BODY ARMOR- FITTED TO KYLE BLUNCK	250.00	
			Total: Net of 1 Invoices / 0 Checks	250.00 250.00	
01077 04/19/2022	PLATTE VALLEY COMMUNICATIONS INVOICE	012200146	MOVED POLK CO AUDIO TO SPEAKER 4	71.25	
			Total: Net of 1 Invoices / 0 Checks	71.25 71.25	
01515 04/19/2022	POWERPLAN INVOICE	1789069	TRANSMISSION CONTROL UNIT RECALIBRATION - J	556.13	
			Total: Net of 1 Invoices / 0 Checks	556.13 556.13	
00575 04/19/2022 04/19/2022	PRODUCTIVITY PLUS ACCT-TITAN INVOICE INVOICE	16778288 16788154	O-RING, SUCTION HOSE PMP, CLAMP O-RING, BALL BEARING, SEAL OIL, O-RING, OIL	129.68 79.34	
			Total:	209.02	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	209.02	
02977 04/19/2022	PYRAMID TARP & REPAIR LLC INVOICE	0050606	45 X 12, REINFORCE	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
10361 04/19/2022	QUADIENT FINANCE USA, INC. INVOICE	3242022POSTAGE	ADDED POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03263 04/19/2022	QUILL CORPORATION INVOICE	1706735	RETURN 4 THERMAL ROLLS	(29.84)	
04/19/2022	INVOICE	23919414	QUILL THERM ROLLS	94.59	
			Total:	64.75	
			Net of 2 Invoices / 0 Checks	64.75	
01266 04/19/2022	RR DONNELLEY INVOICE	206329945	GUN CERTIFICATE	64.88	
			Total:	64.88	
			Net of 1 Invoices / 0 Checks	64.88	
01596 04/19/2022	RVW INC INVOICE	07583	T22459 NECOL- SOUTH FIBER RING & COMMUNITY 1	24,252.28	
			Total:	24,252.28	
			Net of 1 Invoices / 0 Checks	24,252.28	
02704 04/19/2022	SANDRY FIRE SUPPLY LLC INVOICE	INV-021172	SLIDE CHIN STRAP	334.05	
04/19/2022	INVOICE	INV-021070	SLIDE CHIN STRAP	333.75	
			Total:	667.80	
			Net of 2 Invoices / 0 Checks	667.80	
03268 04/19/2022	SAPP BROS PETROLEUM INC INVOICE	IN3770329	FUEL	6,520.00	
04/19/2022	INVOICE	IN3773600	FUEL	2,090.00	
04/19/2022	INVOICE	IN3773772	DIESEL EXHAUST FLUID	612.00	
04/19/2022	INVOICE	IN3776049	FUEL	11,989.20	
04/19/2022	INVOICE	IN3783754	55 GAL DRUM AMERIGUARD HYDRAULIC	562.00	
04/19/2022	INVOICE	IN3789724	TROCO CIRRO 32 - 5GAL PAIL	219.80	
04/19/2022	INVOICE	IN3790525	FUEL	9,968.00	
04/19/2022	INVOICE	IN3791281	AMERIGUARD 5W-30 - 55 GAL DRUM	490.25	
04/19/2022	INVOICE	CP0016649	FUEL	83.07	
04/19/2022	INVOICE	IN3782019	FUEL	11,843.25	
			Total:	44,377.57	
			Net of 10 Invoices / 0 Checks	44,377.57	
03271	SCHIEFFER SIGNS INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	43517	2022 BUS VAN VEHICLE DOORS	425.00	
			Total:	425.00	
			Net of 1 Invoices / 0 Checks	425.00	
00093 04/19/2022	SCHUYLER SUN INVOICE	113-00011553	52 WEEK SUBSCRIPTION	54.00	
			Total:	54.00	
			Net of 1 Invoices / 0 Checks	54.00	
03276 04/19/2022	SHERWIN-WILLIAMS CO INVOICE	7884-2	QP EASY OUT FILTER	16.49	
			Total:	16.49	
			Net of 1 Invoices / 0 Checks	16.49	
03277 04/19/2022	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M APRIL22	MARCH LEGAL FEES	4,216.05	
			Total:	4,216.05	
			Net of 1 Invoices / 0 Checks	4,216.05	
03278 04/19/2022	STANLEY PETROLEUM INVOICE	1577T	SPILL BUCKET TEST	247.50	
			Total:	247.50	
			Net of 1 Invoices / 0 Checks	247.50	
02510 04/19/2022	STATE FIRE MARSHAL TRAINING INVOICE	2834	INSTRUCTOR I CERTIFICATION	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
03280 04/19/2022	STATE OF NEBR DEPT OF REVENUE INVOICE	033122POOLS	MARCH 2022 POOL SALES TAX	268.44	
04/19/2022	INVOICE	33122UTILITY	MARCH 2022 SALES TAX UTILITY	40,830.84	
04/19/2022	INVOICE	33122GOLF	MARCH 31 2022 GOLF SALES TAX	4,584.59	
			Total:	45,683.87	
			Net of 3 Invoices / 0 Checks	45,683.87	
02183 04/19/2022	SUNBELT RENTALS INC INVOICE	124209028-0001	16" SAW BLADE BANNER LINE	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
00105 04/19/2022	SUPER SAVER INVOICE	118295	GROCERIES	58.71	
			Total:	58.71	
			Net of 1 Invoices / 0 Checks	58.71	
10779	SUPERIOR PLANT RENTALS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	TX10392	IN-LINE TURNING MACHINE	4,010.24	
			Total:	4,010.24	
			Net of 1 Invoices / 0 Checks	4,010.24	
00110	SYSKO LINCOLN				
04/19/2022	INVOICE	461191407	GROCERIES & FOOD	1,999.91	
04/19/2022	INVOICE	461208582	FOOD	1,210.70	
04/19/2022	INVOICE	461223299	FOOD & SUPPLIES	1,907.25	
04/19/2022	INVOICE	461239450	FOOD & CHEMICALS	1,969.57	
04/19/2022	INVOICE	461244400	CREDIT - KEMPS MILK	(14.08)	
			Total:	7,073.35	
			Net of 5 Invoices / 0 Checks	7,073.35	
02743	TELECOMMUNICATION SYSTEMS INC.				
04/19/2022	INVOICE	04INV-000041444	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
03128	TIRE OUTLET INC				
04/19/2022	INVOICE	208900	REPAIR	15.00	
04/19/2022	INVOICE	208642	2 - USED TIRES	200.00	
04/19/2022	INVOICE	208111	3 USED TIRES	210.00	
			Total:	425.00	
			Net of 3 Invoices / 0 Checks	425.00	
10589	TK ELEVATOR CORPORATION				
04/19/2022	INVOICE	1000419651	MAINTENANCE CONTRACT	221.02	
			Total:	221.02	
			Net of 1 Invoices / 0 Checks	221.02	
00336	TOMKA BROOK				
04/19/2022	INVOICE	3282022AQ	MILEAGE - SWIM LESSON TRAINING AT ST. MARY,	47.97	
			Total:	47.97	
			Net of 1 Invoices / 0 Checks	47.97	
10588	TOO FAST SUPPLY				
04/19/2022	INVOICE	344582	14 X 5/32 X 1 METAL CUT-OFF	19.11	
04/19/2022	INVOICE	345471	12 - SAFETY GLASSES	59.88	
			Total:	78.99	
			Net of 2 Invoices / 0 Checks	78.99	
03283	TRACTOR SUPPLY CREDIT PLAN				
04/19/2022	INVOICE	543183	HUBX1 1/8 IN	21.99	
04/19/2022	INVOICE	544208	BULK LP	91.37	
04/19/2022	INVOICE	541717	BULK LP	74.21	
04/19/2022	INVOICE	543187	LITHIUM GREASE	45.80	
04/19/2022	INVOICE	541924	BALER BELT	109.99	
04/19/2022	INVOICE	541925	BALER BELT-CREDIT	(55.00)	
04/19/2022	INVOICE	543424	G8 BULK	9.22	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/19/2022	INVOICE	543395	BLACK 48" T-HANDLE STEEL, SPACERS, RUBBER W:	1,026.77	
			Total:	1,324.35	
			Net of 8 Invoices / 0 Checks	1,324.35	
10764 04/19/2022	TRAVELERS INVOICE	00609639	CLAIMANT DAVID SYSLO	3,716.46	
			Total:	3,716.46	
			Net of 1 Invoices / 0 Checks	3,716.46	
00550 04/19/2022	TRUCK CENTER COMPANIES INVOICE	XA111015305:01	PLUG 7 PIN W/CABLE GUARD	34.44	
04/19/2022	INVOICE	XA111015363:01	QUICK RELEASE VALVE	9.90	
04/19/2022	INVOICE	XA111014897:01	SAM CHASSIS SHEILD - TRK 74A	20.21	
04/19/2022	INVOICE	XA111015257:01	MUDFLAP HANGER	11.64	
			Total:	76.19	
			Net of 4 Invoices / 0 Checks	76.19	
03060 04/19/2022	VERIZON CONNECT NWF, INC. INVOICE	OSV000002723276	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 04/19/2022	VERIZON WIRELESS INVOICE	9902788919	CELL PHONE CHARGES 2/27 - 3/26	620.61	
04/19/2022	INVOICE	9902836516	CELL PHONE CHARGES 2/27 - 3/26	1,973.86	
04/19/2022	INVOICE	9903444723	CELL PHONE 3/06 - 4/05	800.20	
			Total:	3,394.67	
			Net of 3 Invoices / 0 Checks	3,394.67	
03154 04/19/2022	WASTE CONNECTIONS OF NEBRASKA INVOICE	8238281T054	GARBAGE SERVICE - MARCH	192.10	
			Total:	192.10	
			Net of 1 Invoices / 0 Checks	192.10	
02708 04/19/2022	WELLNESS PARTNERS LLC INVOICE	4483	NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
00385 04/19/2022	WEST POINT IMPLEMENT OF INVOICE	I502683	QUICK COUPLE	94.25	
04/19/2022	INVOICE	I502713	TIRE/RIM, HUB	829.53	
			Total:	923.78	
			Net of 2 Invoices / 0 Checks	923.78	
10488 04/19/2022	WSKF ARCHITECTS INVOICE	20023010	20023 CHARLIE LOUIS STATION ADDITION/RENOVA'	8,723.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	8,723.00	
			Net of 1 Invoices / 0 Checks	8,723.00	
00595	YANT EQUIPMENT CO INC				
04/19/2022	INVOICE	CO36233	50% DOWN PAYMENT-REPLACE EXISTING AFC SYSTEI	7,354.00	
04/19/2022	INVOICE	CO36234	50% DOWN PAYMENT TO REPLACE EXISTING TLM SY:	4,072.00	
			Total:	11,426.00	
			Net of 2 Invoices / 0 Checks	11,426.00	
10402	ZOOBEAN INC.				
04/19/2022	INVOICE	25405	BEANSTACK SUBSCRIPTION	1,075.00	
			Total:	1,075.00	
			Net of 1 Invoices / 0 Checks	1,075.00	
			invoices and 0 checks for 159 vendors:	3,462,622.76	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 000					
100-000-10111	PETTY CASH	PETTY CASH	MONEY FOR CASH DRAWER	65.00	
				65.00	
Total For Dept 000					
Dept 100 GENERAL ADMINISTRATION					
100-100-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	7,223.17	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	2,252.71	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OMAHA WORLD HERALD	EMPLOYMENT ADS - AIRPORT MANAGER, PROJE	1,406.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	5.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	MARCH LEGAL FEES	4,216.05	
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	LG ELECTRONICS 8X USB 2.0	123.18	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	965.57	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	59.59	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	519.39	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	POST IT NOTES	55.38	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MARCH DAILY MAIL & WATER STATEMENTS	78.40	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	ADDED POSTAGE	1,000.00	
100-100-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	83.24	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,676.16	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	128.01	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/25	54.06	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	211.37	
100-100-56240	TELEPHONE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - MARCH	96.05	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER, PURGE SERVICE	122.43	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	WORLD HERALD NEWSPAPER SUBSCRIPTION	19.99	
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	NEWSLETTERS	10.00	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	113.45	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	381.71	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	INTEGRATION - ENGINEERING & DRAWINGS	1,036.05	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CO	LIBRARY/CUTURAL ARTS FACILITY	475,423.39	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	T22459 NECOL- SOUTH FIBER RING & COMMUN	24,252.28	
100-100-57510-20006	CAPITAL-EQUIPMENT	PICTOMETRY INTERNATIONAL C	IMAGERY LICENSE PAYMENT 3 OF3	19,140.33	
				540,652.96	
Total For Dept 100 GENERAL ADMINISTRATION					
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	2,008.84	
100-102-54320	EQUIPMENT MAINTENANCE	SCHIEFFER SIGNS INC	2022 BUS VAN VEHICLE DOORS	425.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	21.09	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	75.95	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	89.04	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	94.19	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	96.31	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/25	7.50	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
100-102-57510-20011	CAPITAL-EQUIPMENT	YANT EQUIPMENT CO INC	50% DOWN PAYMENT-REPLACE EXISTING AFC S	11,426.00	
				14,286.76	
Total For Dept 102 COLUMBUS AREA TRANSIT					
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	31.50	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES & FOOD	127.36	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES & FOOD	147.00	
100-103-56020-III-B	OFFICE SUPPLIES	AMAZON	XEROX 108R01121 PHASER 6600	283.73	
100-103-56030-III-C	ECOLAB SANITIZER	SYSCO LINCOLN	FOOD & CHEMICALS	155.09	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	58.71	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES & FOOD	6,643.90	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				17,460.91	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	1,361.64	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	128.52	
Total For Dept 105 FINANCE				1,490.16	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	ROBIN EFTA MEALS AT TRAINING IN GRAND I	43.80	
100-106-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	543.78	
Total For Dept 106 CITY CLERK				587.58	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	64.31	
100-108-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
Total For Dept 108 HUMAN RESOURCES				107.15	
Dept 110 POLICE					
100-110-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	1,296.77	
100-110-52600	WORKERS' COMPENSATION	TRAVELERS	CLAIMANT DAVID SYSLO	3,716.46	
100-110-52700	TRAINING AND TUITION	CONSOLIDATED MANAGEMENT C	MEALS - ZACHARY MCCLOUD	124.44	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	TRITECH FORENSICS	2,711.75	
100-110-52700	TRAINING AND TUITION	NEBRASKA NOTARY ASSOCIATI	NOTARY RENEWAL - BRET STRECKER	100.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	812.50	
100-110-52800	UNIFORMS	FIRST NATIONAL BANK OMAHA	COLLISON ENTERPRISES	91.50	
100-110-52800	UNIFORMS	GALLS LLC	SERVING SINCE ONE PIECE NAMEPLA	380.45	
100-110-52810	UNIFORMS-QUARTERMASTER	AMAZON	STREAMLIGHT 69450 TLR RM 2 - QM	162.60	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	CQC SERPA LOCKING HOLSTER- THALKEN QM	51.85	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	MAGPUL SLING/MOUNT POINT - CIBORON QM	75.00	
100-110-53200	PROFESSIONAL SERVICES	ACCESS DATA GROUP INC	FORENSIC TOOL KIT-SOFTWARE MAINTENANCE	1,259.44	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	36.67	
100-110-53200	PROFESSIONAL SERVICES	MIDWEST ALARM SERVICES	FIRE ALARM MONITORING 5/1/2022 - 4/30/2	648.84	
100-110-53200	PROFESSIONAL SERVICES	PET CARE SPECIALISTS	ANNUAL EXAM - EROS	150.03	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	3,140.59	
100-110-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	680.82	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	221.02	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	OIL CHANGE - UNIT #203 VIN 8539	1,528.49	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	TIRE REPAIR	20.00	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	750.00	
100-110-56010	SUPPLIES	AMAZON	HARRIS FARMS CHICKEN CATCHER	382.59	
100-110-56010	SUPPLIES	PETTY CASH	PETTY CASH	3.38	
100-110-56020	OFFICE SUPPLIES	AMAZON	SANDISK 256GB & 128GB	139.38	
100-110-56020	OFFICE SUPPLIES	PETTY CASH	PETTY CASH	29.16	
100-110-56020	OFFICE SUPPLIES	RR DONNELLEY	GUN CERTIFICATE	64.88	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	19.96	
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	18,578.00	
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	PLATTE COUNTY SHERIFF	BODY ARMOR- FITTED TO KYLE BLUNCK	250.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	278.77	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 04/19/2022 - 04/19/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	657.42	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,718.40	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	146.06	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	176.12	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE 3/06 - 4/05	800.20	
100-110-56240	TELEPHONE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE - MARCH	96.05	
100-110-56650	MEMBERSHIP DUES	NAPE	ANGIE LOPEZ- RENEWAL MEMBERSHIP	90.00	
Total For Dept 110 POLICE				42,389.59	
Dept 120 FIRE					
100-120-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION OF NEBRASKA)	WORKERS COMPENSATION AUDIT	2,024.09	
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	JONES & BARTLETT	234.96	
100-120-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAINING CENTER	INSTRUCTOR I CERTIFICATION	250.00	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	DUNBAR MOVING - NEW FIRE CHIEF RELOCATI	305.00	
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	126.00	
100-120-52800	UNIFORMS	GALLS LLC	FIRE CHIEF POLOS	321.42	
100-120-54310	BUILDING MAINTENANCE	ALBIREO ENERGY LLC	AHU 1&2 TRIPPING ON FREEZE STAT	292.00	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	2 WAY RADIO LABOR, EMS PRODUCT REPAIR	487.50	
100-120-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	POWER STEER FLUID	14.38	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	OIL CHANGE - 2019 FORD EXPLORER VIN #65	34.78	
100-120-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	G8 BULK	517.99	
100-120-55200	INSURANCE	LARM (LEAGUE ASSOCIATION OF NEBRASKA)	VEHICLE ADDITION, ENDORSEMENT 15 & 16	2,298.13	
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALMART - MATTRESS PADS, SHEETS	155.09	
100-120-56030	CLEANING SUPPLIES/SERVICE	HY-VEE INC	OXICLEAN, SHOUT	9.63	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHEILD WI	63.73	
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	SANDRY FIRE SUPPLY LLC	SLIDE CHIN STRAP	667.80	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	290.33	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	806.90	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,073.07	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	136.22	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	155.90	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	310.30	
100-120-57200-20021	CAPITAL-LAND & BUILDINGS	WSKF ARCHITECTS	20023 CHARLIE LOUIS STATION ADDITION/RE	8,723.00	
Total For Dept 120 FIRE				19,298.22	
Dept 121 RESCUE					
100-121-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION OF NEBRASKA)	WORKERS COMPENSATION AUDIT	(3,166.18)	
100-121-52700	TRAINING AND TUITION	KLUEVER ERIC A	FIRE OFFICER 2 CLASS MEALS	33.72	
100-121-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	DUNBAR MOVING - NEW FIRE CHIEF RELOCATI	305.00	
100-121-52800	UNIFORMS	GALLS LLC	FIRE CHIEF POLOS	321.41	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-54310	BUILDING MAINTENANCE	ALBIREO ENERGY LLC	AHU 1&2 TRIPPING ON FREEZE STAT	293.00	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	OIL CHANGE - 2019 FORD EXPLORER VIN #65	34.78	
100-121-54330	VEHICLE MAINTENANCE	JERRY'S TRANSMISSION SERVICE	REPAIR 2012 FREI MEDTEC-TERRY AC NOT WC	820.81	
100-121-54330	VEHICLE MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	G8 BULK	518.00	
100-121-55200	INSURANCE	LARM (LEAGUE ASSOCIATION OF NEBRASKA)	VEHICLE ADDITION, ENDORSEMENT 15 & 16	2,298.13	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	MARCH COLLECTION SERVICES	680.85	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	PULL-TITE SEAL, ECG ELECTRODE	526.18	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY	1,609.31	
100-121-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALMART - MATTRESS PADS, SHEETS	155.10	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	25.11	
100-121-56030	CLEANING SUPPLIES/SERVICE	HY-VEE INC	OXICLEAN, SHOUT	9.64	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHEILD WI	63.72	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	83.07	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	APEX PRO GLOVES - 100 LARGE & 100 MEDIUM	635.80	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	290.34	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	806.89	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,073.09	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	136.24	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/25	155.89	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	310.31	
Total For Dept 121 RESCUE				8,636.21	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	EB FIRST RESPONDER	104.31	
100-125-52700	TRAINING AND TUITION	MILLER PATRICK L	FIRST RESPONDERS CHAPLIN/PEER SUPPORT T	119.31	
100-125-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAINING	INSTRUCTOR I CERTIFICATION	150.00	
100-125-55900	MISCELLANEOUS	ONE SOURCE	BACK GROUND CHECKS	151.50	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				525.12	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PLUM CREEK LETERATURE FESTIVAL	280.00	
100-130-52700	TRAINING AND TUITION	KEYES KELLI	REIMBURSE FOR T-SHIRTS USED AS MAKERSPP	12.80	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER	OPEN NECK T & POLO - KELLI KEYES	69.00	
100-130-53400-MOBIL	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	OWL LABS	1,998.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	AMAZON	HP 19A/CF219A TONER CARTRIDGE	240.69	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	113.29	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	KEYBOARDS AND MICE FOR UPDATED STAFF CC	739.81	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	EAKES OFFICE SOLUTIONS	2 - LW 550 TURBO PRINTERS	376.26	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	543.78	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	1,242.81	
100-130-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ACE CRAB GRASS PREVENTER	40.98	
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	ADVERTISING	815.24	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-56010-BUILD	SUPPLIES	AMAZON	5 PACK 3.6V LS14500 BATTERY	29.99	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	VENMILL - DISC CLEANING MACHINE SUPPLIE	98.69	
100-130-56010-MTRLS	SUPPLIES	QUILL CORPORATION	QUILL THERM ROLLS	94.59	
100-130-56010-STAFF	SUPPLIES	QUILL CORPORATION	RETURN 4 THERMAL ROLLS	(29.84)	
100-130-56020	OFFICE SUPPLIES	AMAZON	PLACTIC DIVIDERS, NAME ID BADGE, DRAWSI	13.56	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	103.14	
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	62.82	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,749.65	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	92.53	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 04/01 - 04/30	239.95	
100-130-56400-ADSRP	PROGRAMS	ZOOBEAN INC.	BEANSTACK SUBSCRIPTION	358.33	
100-130-56400-ADULT	PROGRAMS	AMAZON	5 PACK YOGA EXERCISE	43.98	
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	POPCORN	40.72	
100-130-56400-CHSAT	PROGRAMS	AMAZON	XOREART FINGER WASHABLE INK	17.98	
100-130-56400-CHSAT	PROGRAMS	FIRST NATIONAL BANK OMAHA	HYVEE	8.44	
100-130-56400-CHSAT	PROGRAMS	HY-VEE INC	COOKIES, GUMMY WORMS, FRUIT SNACKS	49.10	
100-130-56400-CHSRP	PROGRAMS	ZOOBEAN INC.	BEANSTACK SUBSCRIPTION	358.33	
100-130-56400-YASCH	PROGRAMS	ZOOBEAN INC.	BEANSTACK SUBSCRIPTION	358.34	
100-130-56400-YASRP	PROGRAMS	AMAZON	PLACTIC DIVIDERS, NAME ID BADGE, DRAWSI	780.44	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	63.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	721.48	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	CONCORDIA UNIVERSITY	58.00	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	1,281.38	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	WALL STREET JOURNAL SUBSCRIPTION	1,079.78	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	SCHUYLER SUN	52 WEEK SUBSCRIPTION	54.00	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	IMATERIALS	115.66	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	INTEGRATION - ENGINEERING & DRAWINGS	1,036.05	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION C	CLIBRARY/CUTURAL ARTS FACILITY	1,426,270.17	
Total For Dept 130 LIBRARY				1,441,733.25	
Dept 140 CEMETERY					
100-140-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	1,716.32	
100-140-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-56010	SUPPLIES	HY-VEE INC	WATER	12.32	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	161.76	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	25.82	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
Total For Dept 140 CEMETERY				2,132.06	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCIL	NONSTRUCT PLAN REVIEW	31.50	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	218.28	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	214.20	
Total For Dept 145 COMMUNITY DEVELOPMENT				463.98	
Dept 150 PARKS					
100-150-49100-21069	TRANSFERS IN	BLAZER LLC	WEATHER COVERS	6,500.00	
100-150-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	7,016.65	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	LADIES BUTTON FRONT, POLO - MOORE	31.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	892.50	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	182.50	
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	271.89	
100-150-54310	BUILDING MAINTENANCE	BLAZER LLC	REPAIR SOCCER GOALS	1,300.00	
100-150-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COME	REPAIR LIGHTS THAT ARE OUT AT PAWNEE P	3,166.44	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	SNAP RING PLIER	38.37	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	PLIER	41.99	
100-150-54320	EQUIPMENT MAINTENANCE	MENARDS	DISH SOAP, DISTILLED WATER, CREEPER	37.81	
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	AIR, HYD, FUEL & OIL FILTERS	265.17	
100-150-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TI	O-RING, BALL BEARING, SEAL OIL, O-RING,	79.34	
100-150-54330	VEHICLE MAINTENANCE	ALTEC INDUSTRIES INC	LINK BEARING WEAR GAUGE KIT	51.76	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	INTERIOR DOOR HANDLE	19.68	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
100-150-54490	IRRIGATION MAINTENANCE	ACE HARDWARE & GARDEN CNT	ROTOR SPRINKLER POPUP	27.98	
100-150-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	BONNET KIT, VENT FLOAT KIT	269.41	
100-150-55400	ADVERTISING AND PROMOTION	COLUMBUS AREA CHAMBER OF	COLUMBUS TODAY AD JANUARY-MARCH	750.00	
100-150-55400	ADVERTISING AND PROMOTION	ECKHARDT, BETSY	FACEBOOK ADS	356.29	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRILL POWER UTILITY PUMP, RIVETS	47.86	
100-150-56010	SUPPLIES	AMAZON	MARKING WHISKERS, STAKECHASERS	274.54	
100-150-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER 4/01 - 4/30	38.00	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUP	4 - 50# ATHLETIC FIELD MARKER	108.38	
100-150-56010	SUPPLIES	M & O DOOR PRODUCTS	10 KEYS CUT	70.00	
100-150-56020	OFFICE SUPPLIES	AMAZON	ORIGINAL HP 63XL BLACK & TRI-COLOR HIGH	84.88	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	45.08	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 04/19/2022 - 04/19/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	96.41	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,171.45	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	925.13	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	85.68	
100-150-56300	FOOD COSTS	ECKHARDT, BETSY	HOTDOG ROLLER, REUSABLE ICE PACKS, POPC	288.20	
100-150-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	GERRARD NORTH CONCESSION STAND	5,310.60	
Total For Dept 150 PARKS				33,859.99	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	(49.61)	
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	252.00	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PIPE THREAD COMPOUND, RING WAX BOWL, TC	13.17	
100-151-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	FEBRUARY ADVERTISING	2,000.00	
100-151-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	70.58	
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	0.61	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,341.15	
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	306.63	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/28	60.71	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	MARCH 2022 POOL SALES TAX	12.29	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				4,022.53	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	HY-VEE INC	COOKIES, KOOL AID JAMMERS	36.40	
100-152-52700	TRAINING AND TUITION	TOMKA BROOK	MILEAGE - SWIM LESSON TRAINING AT ST. M	47.97	
100-152-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	39.29	
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-152-56200	TEACHING SUPPLIES	MARTENS KARA J	MESH BAGS FOR SWIM LESSONS	12.84	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	553.34	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,687.59	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,254.67	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	229.97	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/28	57.81	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	MARCH 2022 POOL SALES TAX	256.15	
Total For Dept 152 AQUATIC CENTER POOL				7,191.03	
Dept 155 VAN BERG GOLF COURSE					
100-155-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	68.00	
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	173.59	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,145.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	42.93	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	286.41	
100-155-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	ASM RACK & PINION, 3 PIECE A-ARM, UPPEF	956.10	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	98.36	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	545.26	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	317.29	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	MARCH 31 2022 GOLF SALES TAX	618.00	
Total For Dept 155 VAN BERG GOLF COURSE				5,250.94	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION C	WORKERS COMPENSATION AUDIT	(410.94)	
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	102.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,238.55	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	53.98	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,353.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	312.92	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	1,622.98	
100-156-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	INTERIOR DOOR HANDLE	13.60	
100-156-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	BUSHINGS, PVC TEE, SPIGOT	455.86	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE/EZENGAGE MARKETING	180.26	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT	1,385.34	
100-156-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	STEP DRILL BIT, ELBOW, HOSE BARB TEE	72.97	
100-156-56010	SUPPLIES	HY-VEE INC	WATER	12.32	
100-156-56010	SUPPLIES	TOO FAST SUPPLY	14 X 5/32 X 1 METAL CUT-OFF	19.11	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	GOJO SOAP, MOP HEAD	98.90	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	72.49	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	241.51	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	828.62	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	44.21	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	57.81	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVENUE	MARCH 31 2022 GOLF SALES TAX	3,966.59	
Total For Dept 156 QUAIL RUN GOLF COURSE				14,854.92	
Total For Fund 100 GENERAL FUND				2,155,008.36	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION OF WORKERS	COMPENSATION AUDIT	4,482.48	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	558.21	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.34	
200-200-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	90.63	
200-200-54320	EQUIPMENT MAINTENANCE	ALTEC INDUSTRIES INC	ANNUAL PM INSPECTION, DIELECTRIC TEST V	1,295.48	
200-200-54320	EQUIPMENT MAINTENANCE	DOHMEN GARAGE DOOR INC	REPAIR OPENER, BLOWN FUSE & BREAKER	70.00	
200-200-54320	EQUIPMENT MAINTENANCE	FASTENAL COMPANY	4 - MULTI MOUNT LED LIGHT	879.96	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	21 WPH SEGMENT, TUBE BROOM 60"	1,538.21	
200-200-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	KIT ASPIRATION	393.30	
200-200-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	V-BELT	7.63	
200-200-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	HUBX1 1/8 IN	21.99	
200-200-54320	EQUIPMENT MAINTENANCE	WEST POINT IMPLEMENT OF	QUICK COUPLE	923.78	
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	RUST BARRIER	52.89	
200-200-54460	LAND MAINTENANCE	ACE HARDWARE & GARDEN CNT	MOLE & GOPHER GASSER	59.94	
200-200-56010	SUPPLIES	DIAMOND VOGEL PAINT CENTEF	5 GAL WHITE	7,035.60	
200-200-56010	SUPPLIES	FASTENAL COMPANY	24 - IC WB SAFTEY GRN	151.20	
200-200-56010	SUPPLIES	LOGAN CONTRACTORS SUPPLY	1221 NEBRASKA APPROVED, LOT #D1845	4,605.00	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	QP EASY OUT FILTER	16.49	
200-200-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	BULK LP	165.58	
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	FUEL	11,843.25	
200-200-56050	FUEL	STANLEY PETROLEUM	SPILL BUCKET TEST	247.50	
200-200-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	BOMGAARS - GREASE GUN NEEDLE, COUPLER	33.14	
200-200-56120	TRAFFIC SIGNS	GENERAL TRAFFIC CONTROLS	TRAFFIC SIGNAL CONTROLLER - LOST CREEK	3,380.00	
200-200-56120	TRAFFIC SIGNS	MID-AMERICAN SIGNAL INC	WAVETRONIX MATRIX/ADVANCE CABLE 250' SE	250.00	
200-200-56120	TRAFFIC SIGNS	MIDWEST SERVICE & SALES CO	50-UNISTRUT POSTS, 25-UNISTRUT POSTS CU	3,406.25	
200-200-56190	PERSONAL PROTECTIVE SUPP	ISLAND SUPPLY WELDING CO.	MIG/TIG GLOVE, WORK GLOVE	25.50	
200-200-56190	PERSONAL PROTECTIVE SUPP	TOO FAST SUPPLY	12 - SAFETY GLASSES	59.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	201.57	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	559.28	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	30,849.59	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	116.93	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	168.53	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	39.00	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	COMMONWEALTH ELECTRIC COMPANY	COL VIADUCT LIGHTING	10,444.50	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	BAUER UNDERGROUND INC.	LOWER EXISTING VAULT TO GRADE - 19TH ST	500.00	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION & DEVELOPMENT	WATER & CONCRETE PAVING IMPROVEMENTS 2C	502,230.42	
200-200-57300-20076	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION & DEVELOPMENT	SID #184- 23RD ST FROM EAST 48TH AVE TO 50TH ST	52,579.37	
200-200-57300-20077	CAPITAL-NEW CONSTRUCTION	NEWMAN SIGNS INC.	SPECIAL TRAFFIC - ALTERNANTE ROUTE	1,891.12	
Total For Dept 200 STREETS				641,901.84	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	45.00	
200-202-53400	COMPUTER SUPPORT/MAINT	AMAZON	EPSON WORKFORCE ES-50 PORTABLE	119.99	
200-202-56010	SUPPLIES	ADVANCE AUTO PARTS	BRAKE CLEANER	29.88	
200-202-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	RAVEN NITRILE LG 100/BOX	63.07	
200-202-56010	SUPPLIES	ISLAND SUPPLY WELDING CO.	O-RINGS, START CARTRIDGE, ELECTRODE, SPARK PLUGS	864.30	
200-202-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	32.40	
200-202-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBUS	BRAKLEEN	39.48	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	BRAKE CLEANER	65.88	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CENTER	SEAL ROOF BLK TITE	6.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	LUBE	18.17	
200-202-56130	SUPPLIES FOR RESALE	AKRS EQUIPMENT	24 - HY-GARD TM, 31 - PLUS-50 TM ENGINE	779.95	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	55G WINDSHIELD WAS	149.95	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TRAILER	THERMOSTAT	892.50	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	GATES STEM	87.06	
200-202-56130	SUPPLIES FOR RESALE	MENARDS	HEX HEAD 8 PC	3.18	
200-202-56130	SUPPLIES FOR RESALE	POWERPLAN	TRANSMISSION CONTROL UNIT RECALIBRATION	556.13	
200-202-56130	SUPPLIES FOR RESALE	PRODUCTIVITY PLUS ACCT-TIME	O-RING, SUCTION HOSE PMP, CLAMP	129.68	
200-202-56130	SUPPLIES FOR RESALE	SAPP BROS PETROLEUM INC	AMERIGUARD 5W-30 - 55 GAL DRUM	490.25	
200-202-56130	SUPPLIES FOR RESALE	TRACTOR SUPPLY CREDIT PLAN	BALER BELT	54.99	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	SAM CHASSIS SHEILD - TRK 74A	20.21	
Total For Dept 202 MECHANICS SHOP				4,449.06	
Total For Fund 200 STREETS/ENGINEERING				646,350.90	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION OF WORKERS)	WORKERS COMPENSATION AUDIT	354.36	
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	EMPLOYMENT ADS, LEGAL NOTICES	494.69	
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	OMAHA WORLD HERALD	EMPLOYMENT ADS - AIRPORT MANAGER, PROJECT	1,406.00	
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
205-205-53520	CONTRACT SERVICES	DTN LLC	AVSENTRY ONLINE PRO-FBO	480.00	
205-205-54310	BUILDING MAINTENANCE	PIONEER DOOR INC.	SERVICE CALL-ADJUSTED OPENER CHAIN TENS	125.00	
205-205-54440	RUNWAY MAINTENANCE	FIRST NATIONAL BANK OMAHA	AW7015 BASEPLATE RETAPPER	447.63	
205-205-54470	FSS BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	12V BATTERY	53.95	
205-205-56010	SUPPLIES	ACE HARDWARE & GARDEN CENTER	SPRAY PAINT	17.18	
205-205-56010	SUPPLIES	MENARDS	KEROSENE, WASHERS, WELD PRO, HEX NUT, SPARK PLUGS	206.88	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,314.89	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	27.22	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 04/19/2022 - 04/19/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	111.24	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	85.68	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	56.35	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	568.80	
Total For Dept 205 AIRPORT				5,776.37	
Total For Fund 205 AIRPORT				5,776.37	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CENTRAL SQUARE TRAINING - RACHEL PENSIC	1,251.27	
220-220-52700	TRAINING AND TUITION	JOHNSON, MADDY	MILEAGE TO YORK FOR CTO TRAINING	186.03	
220-220-52700	TRAINING AND TUITION	NEBRASKA NOTARY ASSOCIATION	NOTARY RENEWAL - JODI COLE	100.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	33.74	
220-220-53400	COMPUTER SUPPORT/MAINT	PLATTE VALLEY COMMUNICATIONS	MOVED POLK CO AUDIO TO SPEAKER 4	71.25	
220-220-54380	MAINTENANCE AGREEMENTS	NEBRASKA REGIONAL INTEROP	PSAP 911 NETWORK TO REGIONAL 911 SERVICE	5,400.00	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER 4/01 - 4/30	38.50	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	568.80	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	56.35	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	159.67	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/29	712.27	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE	56.67	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
Total For Dept 220 E911				8,677.39	
Total For Fund 220 COMMUNICATIONS - E911				8,677.39	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	834.96	
Total For Dept 221 WIRELESS E911				834.96	
Total For Fund 221 COMMUNICATIONS - WIRELESS E911				834.96	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-56240	TELEPHONE		TELECOMMUNICATION SYSTEMS MONTHLY CIRCUIT FEE	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 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	DEVELOPMENTAL LOAN/LEMUS 20-TFHP-17006 DD#10	30,005.00	
Total For Dept 245 CDBG GRANTS				30,005.00	
Total For Fund 240 HOUSING REHAB & LOANS				30,005.00	
Fund 400 DEBT SERVICE FUND					
Dept 451 FLOOD CONTROL BONDS					
400-451-59020	INTEREST AND FISCAL FEES	BOKF NA	CITY OF COLUMBUS NE GENERAL OBLIGATION	4,382.75	
Total For Dept 451 FLOOD CONTROL BONDS				4,382.75	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 400 DEBT SERVICE FUND					
Total For Fund 400 DEBT SERVICE FUND				4,382.75	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	ADAMS AARON	UB refund for account: 300-55180-00	50.74	
Total For Dept 000				50.74	
Dept 500 WASTEWATER COLLECTION					
500-500-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION (WORKERS COMPENSATION AUDIT	3,772.66	
500-500-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	PEPPER JAX GRILL - CHUCK, RANDY & KRIS	39.37	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	LADIES LONG SLEEVE CREW- JENNIFER JOHNS	30.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	264.14	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.33	
500-500-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	90.63	
500-500-54320	EQUIPMENT MAINTENANCE	LINCOLN WINWATER WORKS	2 - 4" FLANGE FITTINGS	428.00	
500-500-54320	EQUIPMENT MAINTENANCE	SUNBELT RENTALS INC	16" SAW BLADE BANNER LINE	155.00	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	FLOOR MATS, SEAT COVERS, 3PK PAPER	75.27	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	IC WB CAUTION	496.06	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	264.93	
500-500-55930	REFUNDS	BRUHN JR LAVERN	REFUND FRONT FOOTAGE	2,587.50	
500-500-56020	OFFICE SUPPLIES	AMAZON	XEROX 108R01124 WASTE CARTRIDGE	24.41	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOP, MAT	20.63	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MARCH DAILY MAIL & WATER STATEMENTS	2,043.08	
500-500-56220	ELECTRICITY	BLACK HILLS ENERGY	NATURAL GAS	44.25	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DJ	ELECTRICITY	271.02	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,059.60	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	19.49	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	384.34	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	19.50	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVENUE	MARCH 2022 SALES TAX UTILITY	35,595.86	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	R21-130 LOST CREEK PARKWAY SEWER PROJEC	38,416.44	
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES INC	LIFT STATION #10 REPLACEMENT- SERVICES	7,500.00	
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	LIFT STATION REPLACEMENTS-2020	350,904.53	
Total For Dept 500 WASTEWATER COLLECTION				445,640.04	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NWEA CONFERENCE	530.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	186.74	
500-501-54310	BUILDING MAINTENANCE	MENARDS	5" WHITE LD BRACKET, SOLID WALL ANCHOR	7.15	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS	83.79	
500-501-54320	EQUIPMENT MAINTENANCE	SUPERIOR PLANT RENTALS LLC	IN-LINE TURNING MACHINE	4,010.24	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	TESTING & SHIPPING CHARGES	39.74	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	ACE BEST ROLLER	17.98	
500-501-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	2 - CASES TRI FOLD TOWELS	85.90	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, BAR TOWELS, SHOP TOWELS	24.99	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME	6,519.54	
500-501-56090	SMALL TOOLS	MENARDS	SPRING WATER, WIRE WHEEL, BENCH GRINDEF	149.94	
500-501-56100	LABORATORY	ENVIRONMENTAL EXPRESS INC.	STAINLESS STEEL SCREEN, DRYING CARTRIDG	558.27	
500-501-56100	LABORATORY	HACH COMPANY	PROBE MODULE	2,697.32	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,499.74	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	4,068.63	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	14,204.46	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,835.93	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 3/30/22 - 4/28	64.31	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	85.68	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	196.08	
Total For Dept 501 WASTEWATER TREATMENT FAC				37,866.43	
Total For Fund 500 UTILITY SERVICE				483,557.21	
Fund 520 WATER					
Dept 520 WATER					
520-520-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION (WORKERS COMPENSATION AUDIT	(5,931.29)	
520-520-52700	TRAINING AND TUITION	ABSALON ROBERT	CDL	31.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	SOAP, MOPS, UNIFORMS	180.59	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.33	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CDW GOVT - ADOBE ACROBAT LICENSE	90.63	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	PVC CAP	7.48	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	TEE, HEAD PLUG, BUSHING, PRESSURE GAUGE	96.91	
520-520-54320	EQUIPMENT MAINTENANCE	SUNBELT RENTALS INC	16" SAW BLADE BANNER LINE	155.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	TWINE	4.91	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	IC WB CAUTION	543.54	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	CABLE TIES	14.07	
520-520-54390	SYSTEM MAINTENANCE	MIDWEST GLASS SERVICE INC	9 - DUPLICATE KEYS	13.50	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	264.93	
520-520-54420	WELL MAINTENANCE	NORTHWEST ELECTRIC LLC	BROKEN ROTOR BAR-UNREPAIRABLE/NON ECONC	120.00	
520-520-54420	WELL MAINTENANCE	SAPP BROS PETROLEUM INC	TROCO CIRRO 32 - 5GAL PAIL	219.80	
520-520-54420	WELL MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	LITHIUM GREASE	45.80	
520-520-55930	REFUNDS	BRUHN JR LAVERN	REFUND FRONT FOOTAGE	3,933.00	
520-520-56020	OFFICE SUPPLIES	AMAZON	XEROX 108R01124 WASTE CARTRIDGE	24.39	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	112.11	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MARCH DAILY MAIL & WATER STATEMENTS	2,043.08	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	3,875.74	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	458.39	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	239.69	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	10,224.26	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	232.22	
520-520-56240	TELEPHONE	FRONTIER	NWP ALARM 3/30/22 TO 4/29/22	193.47	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	309.98	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	19.50	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	MARCH 2022 SALES TAX UTILITY	3,188.55	
520-520-57200-21025	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	WATER & CONCRETE PAVING IMPROVEMENTS 20	26,433.18	
Total For Dept 520 WATER				47,277.76	
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	381.23	
Total For Dept 522 SUPERFUND PROJECT				381.23	
Total For Fund 520 WATER				47,658.99	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	GPS SERVICE	32.38	
560-560-55500	PUBLICATIONS AND NOTICES	CITY OF SCOTTSBLUFF	NE H2O STORMWATER ADVERTISING	404.59	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	MARCH 2022 SALES TAX UTILITY	2,046.43	
Total For Dept 560 STORMWATER UTILITY				2,483.40	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Total For Fund 560 STORMWATER UTILITY				2,483.40	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52600	WORKERS' COMPENSATION	LARM (LEAGUE ASSOCIATION (WORKERS COMPENSATION AUDIT	2,457.82	
570-570-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NWEA CONFERENCE	390.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	63.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	183.74	
570-570-53400	COMPUTER SUPPORT/MAINT	CAROLINA SOFTWARE	WASTE WORKS SOFTWARE SUPPORT QUARTER EN	200.00	
570-570-54310	BUILDING MAINTENANCE	AMAZON	LINEAR REPLACEMENT KEY	42.29	
570-570-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	MINI BULB	22.70	
570-570-54330	VEHICLE MAINTENANCE	PYRAMID TARP & REPAIR LLC	45 X 12, REINFORCE	850.00	
570-570-54330	VEHICLE MAINTENANCE	SAPP BROS PETROLEUM INC	55 GAL DRUM AMERIGUARD HYDRAULIC	562.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2 - USED TIRES	410.00	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	PLUG 7 PIN W/CABLE GUARD	55.98	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	57,219.89	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	34.90	
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	DIESEL EXHAUST FLUID	12,601.20	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	884.40	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	312.67	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE CHARGES 2/27 - 3/26	42.84	
Total For Dept 570 TRANSFER STATION				76,333.43	
Total For Fund 570 SOLID WASTE DIVISION				76,333.43	

04/15/2022 11:35 AM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 04/19/2022 - 04/19/2022
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
-----------	-------------------	--------	---------------------	--------	---------

Fund Totals:

Fund 100 GENERAL FUND	2,155,008.36
Fund 200 STREETS/ENGINEE	646,350.90
Fund 205 AIRPORT	5,776.37
Fund 220 COMMUNICATIONS	8,677.39
Fund 221 COMMUNICATIONS	834.96
Fund 225 COMMUNICATIONS-	1,554.00
Fund 240 HOUSING REHAB &	30,005.00
Fund 400 DEBT SERVICE FU	4,382.75
Fund 500 UTILITY SERVICE	483,557.21
Fund 520 WATER	47,658.99
Fund 560 STORMWATER UTII	2,483.40
Fund 570 SOLID WASTE DIV	76,333.43

Total For All Funds:	<u>3,462,622.76</u>
----------------------	---------------------

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 04/19/2022 - 04/19/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
73335	PETE LIEN & SONS INC.	03/23/2022	04/19/2022	6,519.54	6,519.54	Open	N
73417	WSKF ARCHITECTS	03/31/2022	04/19/2022	8,723.00	8,723.00	Open	N
73472	BRUHN JR LAVERN	04/05/2022	04/19/2022	6,520.50	6,520.50	Open	N
73699	SAPP BROS PETROLEUM INC	03/01/2022	04/19/2022	6,520.00	6,520.00	Open	N
73705	SAPP BROS PETROLEUM INC	03/22/2022	04/19/2022	9,968.00	9,968.00	Open	N
73712	COLUMBUS FAMILY RESOURCE CTR	04/01/2022	04/19/2022	9,967.12	9,967.12	Open	N
73713	DUNBAR DOUGLAS	04/01/2022	04/19/2022	6,498.00	6,498.00	Open	N
73736	YANT EQUIPMENT CO INC	04/06/2022	04/19/2022	7,354.00	7,354.00	Open	N
73811	COLUMBUS TELEGRAM	03/27/2022	04/19/2022	5,190.07	5,190.07	Open	N
73820	NEBRASKA REGIONAL INTEROP NTWK	03/31/2022	04/19/2022	5,400.00	5,400.00	Open	N
73827	DIAMOND VOGEL PAINT CENTER	03/18/2022	04/19/2022	7,035.60	7,035.60	Open	N
73933	BLAZER LLC	03/28/2022	04/19/2022	6,500.00	6,500.00	Open	N
# of Invoices:	12	# Due:	12	Totals:	86,195.83	86,195.83	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					86,195.83	86,195.83	

--- TOTALS BY FUND ---

100 - GENERAL FUND	60,225.50	60,225.50
200 - STREETS/ENGINEERING	7,035.60	7,035.60
205 - AIRPORT	494.69	494.69
220 - COMMUNICATIONS - E911	5,400.00	5,400.00
500 - UTILITY SERVICE	9,107.04	9,107.04
520 - WATER	3,933.00	3,933.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	2,772.10	2,772.10
102 - COLUMBUS AREA TRANSIT	7,354.00	7,354.00
103 - COLUMBUS COMMUNITY CENTER	9,967.12	9,967.12
110 - POLICE	17,300.50	17,300.50
120 - FIRE	8,723.00	8,723.00
145 - COMMUNITY DEVELOPMENT	218.28	218.28
150 - PARKS	7,392.50	7,392.50
155 - VAN BERG GOLF COURSE	2,145.00	2,145.00
156 - QUAIL RUN GOLF COURSE	4,353.00	4,353.00
200 - STREETS	7,035.60	7,035.60
205 - AIRPORT	494.69	494.69
220 - E911	5,400.00	5,400.00
500 - WASTEWATER COLLECTION	2,587.50	2,587.50
501 - WASTEWATER TREATMENT FAC	6,519.54	6,519.54
520 - WATER	3,933.00	3,933.00

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

6. **SPECIAL PRESENTATIONS**

6.A. Proclamation declaring April 2022 as Child Abuse & Neglect Prevention Month.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

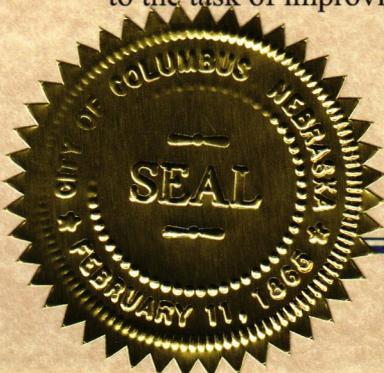
PROCLAMATION

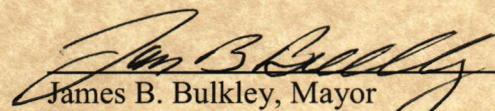
- Whereas,** Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
- Whereas,** Child abuse can have long-term psychological, emotional and physical effects that have lifelong consequences for victims of abuse; and
- Whereas,** Protective factors are conditions that reduce or eliminate risk and promote the social, emotional and developmental well-being of children; and
- Whereas,** Prevention remains the best defense for our children and families; and
- Whereas,** Effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and
- Whereas,** Our children are our most valuable resources and will shape the future of the city of Columbus; and
- Whereas,** Columbus must make every effort to promote programs and activities that create strong and thriving children and families; and
- Whereas,** We acknowledge that we must work together as a community to increase awareness about child abuse and support the social and emotional well-being of children and families in a safe, stable, and nurturing environment.

Now, therefore, I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the month of April, 2022, as:

“Child Abuse & Neglect Prevention Month”

in Columbus, Nebraska, and encourage all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.




James B. Bulkley, Mayor
City of Columbus, Nebraska

7. PUBLIC HEARINGS

- 7.A. Public hearing - Redevelopment Plan for B & R Stores Redevelopment Project (Redevelopment Area 1) located northwest of the intersection of 23 Street and 33 Avenue. (Planning Commission recommends approval.)

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

Notice is hereby given that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, April 18, 2022, at 7 P.M., in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for B & R Stores Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard West 23rd Street Corridor Area, approximately located along the 23rd Street corridor, between 33 Avenue on the east and 48 Avenue on the west, in Columbus, Nebraska.

A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224.

At said time and place, all interested parties may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 03:31:22 and 04:07:22
Two Affidavits of Publication

7.A.1. Resolution No. R22-43 approving redevelopment plan.

RESOLUTION NO. R22-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR B & R STORES REDEVELOPMENT PROJECT".

WHEREAS, the City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 1 (the "West 23rd Street Corridor Area"); and

WHEREAS, it is contemplated that redevelopment of the West 23rd Street Corridor Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the West 23rd Street Corridor Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the West 23rd Street Corridor Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the West 23rd Street Corridor Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on April 11, 2022; and

WHEREAS, the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing.

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

Section 1. The Redevelopment Plan attached as Exhibit "A" complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that any proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is the issuance by the Agency of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements

directly or of public or private improvements by grant assistance; and addresses any families or businesses currently residing within the redevelopment area which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 18TH DAY OF APRIL, 2022.

MAYOR

ATTEST:

CITY CLERK

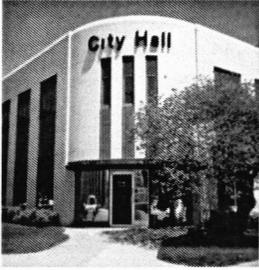
APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Plan

(See attached)



The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: April 7, 2022
TO: Planning Commission
FROM: Tara Vasicek, City Administrator
RE: Redevelopment Plan for B & R Stores in the 'West 23rd Street Corridor Area' Area 1

RECOMMENDATION:

Approval of the Redevelopment Plan.

DISCUSSION:

B & R Stores, owner of Super Saver, is proposing a redevelopment project which includes a new Super Saver grocery store, a gas station and a multi-family residential apartment complex. The total redevelopment project is estimated to cost approximately \$21,500,000. The project is eligible to issue no more than \$1,500,000 in TIF bond(s) or note(s).

B & R Stores representatives, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance, as set forth in the Plan.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**REDEVELOPMENT PLAN FOR
B & R STORES REDEVELOPMENT PROJECT**

PREPARED MARCH, 2022

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA**

A. Introduction

This Redevelopment Plan for the B & R Stores Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Columbus, Nebraska (the “Agency”), is a guide for redevelopment activities to remove or eliminate blighted and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and City Council of the City designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “West 23rd Street Corridor Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the phased construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is located along the 23rd Street corridor, between 33rd Avenue on the east and 48th Avenue on the west, in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northwest of the intersection of 23rd Street and 33rd Avenue in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and

incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a B-2 (General Commercial) designation for future use of the Project Site. General Commercial allows for food sales, fuel sales, and multi-family residential. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following guidelines and objectives:

- Pursue corridor development along major highways, which takes advantage of the access afforded by an existing highway and its accompanying utility services. Corridor development, if developed to a standard that is compatible with the community's vision for the future, provides infrastructure cost savings and contiguous growth patterns.
- Encourage walkable, neighborhood commercial/retail development (convenience and small grocery stores, coffee shops), located in village-style settings, where Neighborhood Commercial is either clustered at the core of a neighborhood, or along a collector street in the interstitial areas between neighborhoods.
- Use incentives (including TIF) available to the City to incentivize development and economic growth. Such incentives also help to underwrite and mitigate the risks associated with new development.
- Provide a range of affordable housing options for a diverse and expanding workforce.
- Support initiatives to develop affordable and equitable housing.
- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable and dignified places to live which are located in proximity to employment centers.
- Encourage business growth in infill locations. In addition to encouraging expansion of existing businesses and attracting new businesses, the community can consider where businesses locate within the community. Encouraging business growth in specific locations, or in proximity to other industries, can help improve the overall quality of life for existing and future residents, workers, and visitors. This improved quality of life also translates into a competitive advantage for local businesses and is critical for strengthening the local economy.

The Redevelopment Project will assist in carrying out the above objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the phased construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex consisting of 40 to 48 affordable housing units. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project. The site plan is preliminary in nature and subject to change.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. The Agency and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in two phases consisting of the following private improvements:

“Phase One” will consist of the construction of a new Super Saver grocery store and fuel center on an expanded footprint (than the current store), followed by the demolition of the existing Super Saver grocery store, together with such other public and private improvements ancillary thereto.

“Phase Two” will consist of the construction of a multi-family apartment complex, consisting of approximately 40 to 48 affordable housing units, together with such other public and private improvements ancillary thereto.

While Redeveloper anticipates the Redevelopment Project will be constructed over the course of two phases, the Redevelopment Project requires flexibility and more or less phases (or sub-phases thereof) may be necessary, and are authorized hereunder, as a result of market demand and other extraneous factors.

Columbus Realty Holdings LLC (“Redeveloper”), owns all parcels comprising the Project Site. No public acquisition of the Project Site is anticipated. Redeveloper intends to convey the Phase One property and/or the Phase Two property to separate affiliated entities. If

any such conveyance occurs, the affiliated entity shall assume the Redeveloper's obligations with respect to the applicable lot(s).

No businesses will be displaced as a result of the Redevelopment Project. The Redevelopment Project involves demolition of the existing mobile home park located on the Project Site. The mobile homes within the park are in a dilapidated and dangerous condition which are not conducive to human health and safety. In accordance with the same, Redeveloper intends to terminate the leases with existing tenants of the mobile home park. While this will result in displacement of individuals, such displacement does not trigger the obligation of the Agency and/or Redeveloper to provide relocation assistance under Section 18-2154 of the Act or the Nebraska Relocation Assistance Act. Pursuant thereto, relocation assistance is not required if the displaced persons do not possess the legal right to occupy the premises at the time relocation assistance would otherwise be triggered. With respect to the Redevelopment Project, the tenants of the mobile home park are under month-to-month leases which are terminable, in advance, at Redeveloper's discretion – which will occur prior to development. As such, the tenants do not qualify for relocation assistance. Notwithstanding, Redeveloper intends to provide certain monetary contributions, as a showing of good faith and not as part of any legal obligation, to assist the tenants with moving and relocation costs, in an estimated amount of \$80,000. In the event relocation assistance is otherwise triggered or required under Section 18-2154 of the Act or the Nebraska Relocation Assistance Act, Redeveloper shall be responsible for the same in conformance with such laws.

With respect to the requirements regarding the elimination of housing units under Section 18-2154 of the Act, the 40 to 48 residential units constructed as part of the Redevelopment Project will offset (and exceed) the loss of approximately 28 trailer units resulting from demolition of the mobile home park. The current trailer units are in a dilapidated and unsafe condition. As such, it is not desirable to the City to provide for replacement units of the same exact nature; nor does it believe that is the intent of the Act. Notwithstanding, it is the intent of Redeveloper that the new units are affordable. Accordingly, no plans for replacement housing are necessary other than those included as part of the Redevelopment Project.

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of a Super Saver grocery store and a mobile home park.

2. Existing Zoning

The Project Site is currently zoned as a mix of R-1 (Single-Family Residential), ML/C-1 (Light Industrial) and B-2 (General Commercial).

3. Existing Public Improvements

Public access to the Project Site currently exists from both 23rd Street and 33rd Avenue. The Project Site has access to sewer, water, storm sewer, electrical service, public walks, and related infrastructure; though some extension of infrastructure will be necessary.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists via 23rd Street and 33rd Avenue. Redeveloper will reconfigure and construct new access points and internal roadways, as shown on Exhibit "C". Redeveloper will also be required to widen 35th Avenue to meet the City's minimum roadway standards, and construct sidewalks adjacent thereto. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the new buildings on the Project Site.

c. Other incidental improvements

Following demolition of the existing buildings, Redeveloper will fill and grade the Project Site to facilitate proper drainage of ground water runoff and provide appropriate grading levels to erect the new buildings. Redeveloper also anticipates the construction of electric and gas utilities extending to the buildings on the Project Site. The anticipated public improvements

(and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

Approximately 30 feet of space adjacent to 35th Avenue must be dedicated to the City for use as right-of-way in conjunction with the widening of 35th Avenue. The fair market value of the land dedicated to the City shall be a TIF-eligible expense. The City may also vacate a portion of 25th Street, resulting in Redeveloper (or subsequent owner of the Project Site) obtaining one-half of such vacated portion. If Redeveloper desires to obtain the other half of the vacated portion, it shall be responsible for facilitating the same via private purchase from the landowner entitled thereto. Additionally, the City intends to sell a parcel of land (Parcel ID 710086940) adjacent to the Project Site that may be included as part of the Redevelopment Project; provided such sale shall occur via a bidding process in accordance with City code, and the City makes no representations or warranties to Redeveloper with respect thereto. Other than the foregoing, no public acquisition or sale of private property is necessary to accomplish the Redevelopment Project. The existing Super Saver store and mobile home park will be demolished as part of the Redevelopment Project.

f. Population Density

The Project Site currently contains approximately 28 mobile homes. The residential portion of the Redevelopment Project will result in the construction of approximately 40 to 48 dwelling units, thereby resulting in a slight increase in population density.

g. Land Coverage

The Project Site currently consists of the existing Super Saver, which is a 45,112 square foot building situated on a 3.21 acre lot; and the existing mobile home park, which consists of approximately 28 trailers situated on a 4.29 acre lot. The new Super Saver building will be approximately 58,000 square feet, with a 4,050 square foot fuel center, thereby resulting in a modest increase in building coverage. Redeveloper anticipates that the residential component will consist of two multi-story buildings, thereby resulting in a decrease in building coverage from the current mobile home park. The land coverage footprint is shown on the site plan set

forth in Exhibit "C". The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by City code.

h. Parking

The City's zoning code requires one parking space per 500 square feet for commercial, and between 1.5 and 2 spaces per dwelling unit for residential. As shown in Exhibit "C", Redeveloper anticipates the construction of approximately 227 spaces for the grocery store, which exceeds the parking requirements under the City's zoning code (204 spaces); and 72 spaces for the apartments, which falls slightly below the parking requirements under the City's zoning code (80 spaces). It is anticipated that the apartment occupants will be permitted to share in the use of the grocery store's parking lot (or portion thereof); in which case, the shortfall of 8 parking spaces for the apartments will be offset by the 23 additional parking spaces for the grocery store. Otherwise, Redeveloper may be required to seek approval from the City for a decrease in the number of parking stalls for the apartments.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as a mix of R-1 (Single-Family Residential), ML/C-1 (Light Industrial) and B-2 (General Commercial). Due to the new Super Saver building being located on a portion of the current R-1 area, it is anticipated that Redeveloper will seek rezoning in conjunction with the replat of the Project Site. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the construction of a Super Saver grocery store, a gas station, and a multi-family residential apartment complex consisting of 40 to 48 affordable housing units, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated costs of the Redevelopment Project are \$21,486,147. The estimated costs of the Redevelopment Project are attached hereto and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2022 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. Redeveloper would not undertake the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated); provided there is no duplication of costs.

Redeveloper intends to commence construction on Phase One in spring of 2023. Redeveloper anticipates an approximately one-year construction period for Phase One. Redeveloper intends to commence construction on Phase Two following the completion of Phase One. Redeveloper anticipates a 2-3 year construction period for Phase Two, depending upon the market demand and conditions at the time.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less sub-phases spanning more or less time than the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors.

Upon the completion of each phase (or sub-phase thereof), Redeveloper will notify the Agency of the same in writing on a form prescribed by the Agency. Such notice shall set forth the "effective date" (as defined in the Act) for the pertinent phase or sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase or sub-phase.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid

into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the “redevelopment contract” (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project. The Agency and Redeveloper anticipate that the effective dates will be different for each phase (or sub-phase thereof), and therefore the increment period for each phase or sub-phase, will be different.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase or sub-phase thereof shall only be divided and allocated over the applicable 15-year increment period or payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated in its TIF application that:

The cost of building a new grocery store and multi-family apartments comes with great financial risk. We are all seeing dramatic increases in construction costs that are beyond our control. Removing the trailer park and replacing it with affordable multi-family housing will tremendously enhance and improve this location and help with the housing affordability crises in Columbus. Without TIF, this project would not move forward to completion.

The City and Agency find the above assertions of Redeveloper regarding the necessity of TIF to be accurate and compelling. In addition thereto, the current conditions of the Project Site, the site preparation costs, and the additional infrastructure needed to transform the Project Site into its highest and best use contribute to the site's blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed \$1,500,000. The TIF Indebtedness shall bear interest at a rate not to exceed 4.65% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$21,486,147. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. If available, Redeveloper may seek additional incentives, such as LIHTC, to offset the bank debt for the housing portion of the Redevelopment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use

Depiction of Redevelopment Area:

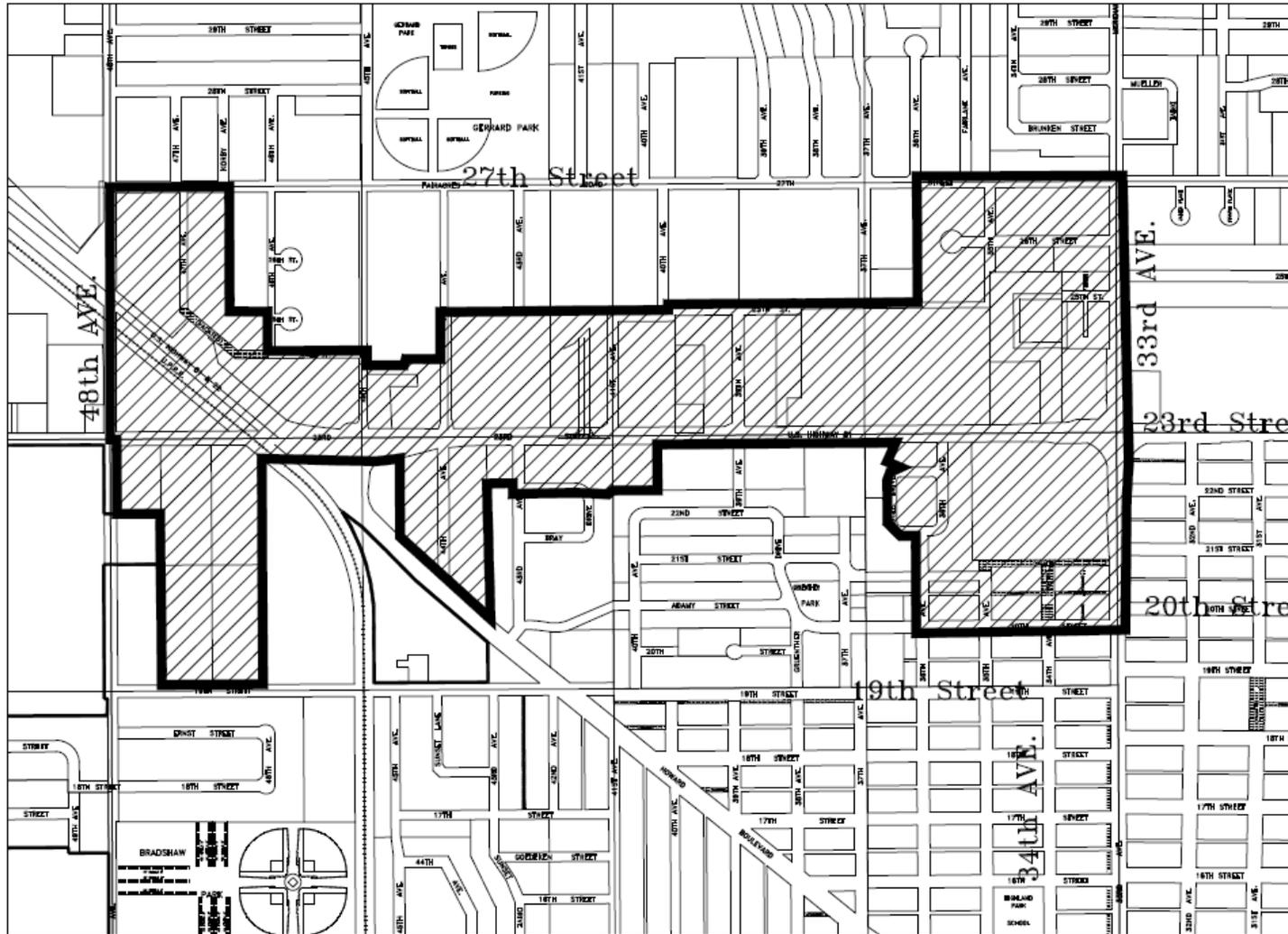


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

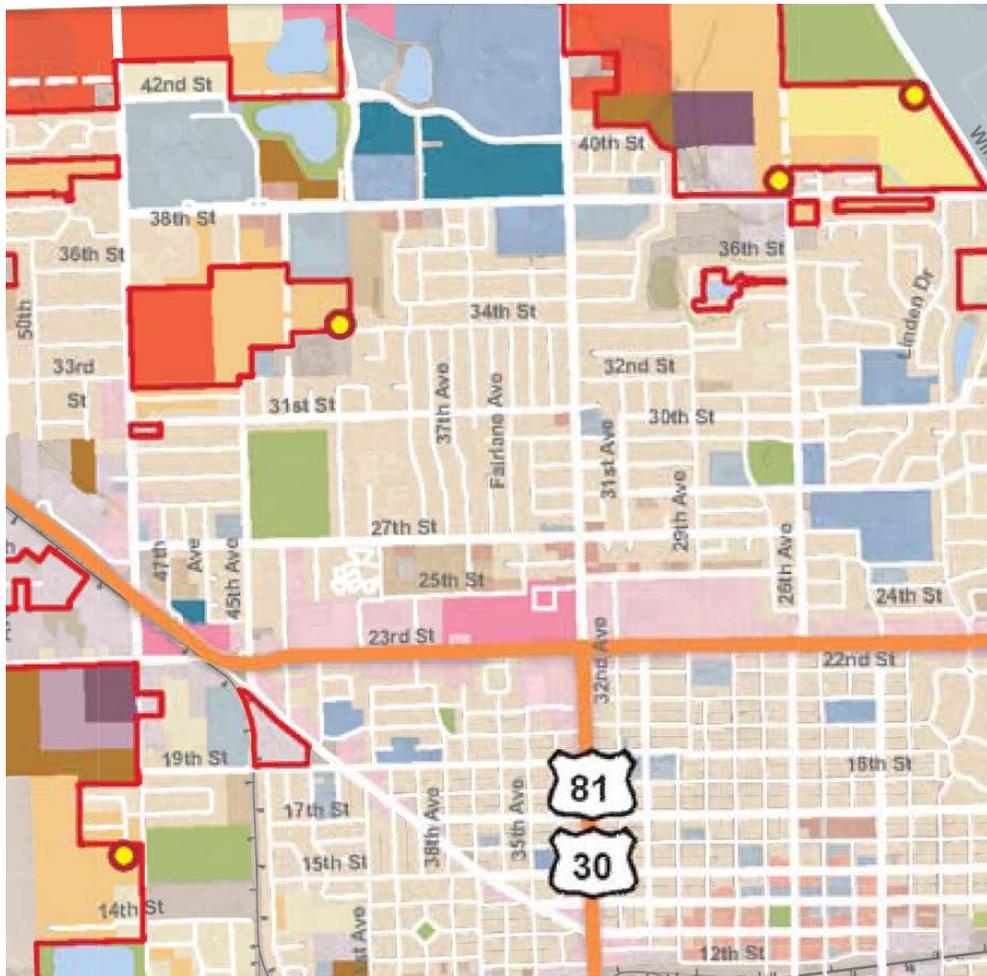
Legal Description:

Lot 3, D&L Addition except the north 40.00 feet thereof; Lot 5, Block B, Tiffany's Addition, formerly known as Tiffany's Subdivision and 20.00 feet private drive adjacent to Lots 1, 2, and 3, Block B, Tiffany's Addition, formerly known as Tiffany's Subdivision, and Lot 14, Wagners Addition and all of that part of vacated 34th Avenue, lying adjacent thereto, except highway right-of-way, all in the City of Columbus, Platte County, Nebraska.

* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

EXHIBIT "B"

Future Land Use Map



LEGEND

[] Planning Area (Two Mile ETJ)

[] City Limits

Future Land Use

[] Public Facilities

[] Neighborhood Commercial

[] General Commercial

[] Mixed-Use

[] Business Park

[] Heavy Industrial

[] Large Lot Residential

[] General Residential

[] Multifamily Residential

* Project Site designated as General Commercial.

EXHIBIT "C"

Site Plan and Future Land Use



* The attached is a preliminary site plan and is subject to change.

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	\$2,465,147
Site Development	\$492,000
Building Cost	\$17,800,000
Architectural and Engineering Fees	\$329,000
Contingencies	\$180,000
Legal Fees	\$20,000
Financing Costs	\$200,000
<hr/>	
TOTAL	\$21,486,147

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:

Land Acquisition	\$2,465,147
Dirt Work and Infill	\$492,000
FMV of Dedicated Land for 35th Ave ROW	\$8,363
Public roads and utilities	\$180,000
Architectural and Engineering Fees	\$329,000
Energy Efficiency Enhancements	\$4,200,000
Legal Fees	\$20,000
<hr/>	
TOTAL	\$7,694,510

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

SOURCES:

General Assumptions:

Base Value:	\$3,269,205
Final Value:	\$10,776,000
Tax Levy (2021):	1.884353
TIF Indebtedness:	\$1,500,000
Interest Rate:	4.65%

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. The projected TIF Revenues are based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2021 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. Public access to the Project Site currently exists via 23rd Street and 33rd Avenue. Redeveloper will reconfigure and construct new access points and internal roadways. Redeveloper will also be required to widen 35th Avenue to meet the City's minimum roadway standards, and construct sidewalks adjacent thereto. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems, along with gas and

electrical utilities, to provide appropriate service to the new buildings on the Project Site. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new grocery store and residential facilities will require and pay for City services. Additionally, the City will collect sales tax on the grocery store sales and a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in expanded business within the Project Site via the construction of a larger Super Saver store. Redeveloper anticipates the expansion will result in the creation of approximately 25-30 new jobs. This will benefit both employers and employees of the store. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The new grocery store (and jobs created thereby) and affordable housing units constructed as part of the Redevelopment Project will stimulate economic growth and prosperity for the surrounding areas. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The increase of population density within the Project Site as a result of the residential portion of the Redevelopment Project may result in a modest increase in school-aged children within the related school districts. However, the increase may be offset by the contemporaneous removal of the mobile home park, and there is no indication that the schools within the district

are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a blighted space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

7.B. Public hearing - Application of J.L.O. Properties, LLC to rezone a tract of land south of 32 Street extending 49 Avenue to the south from "B-2" (General Commercial District) to "R-2" (Two-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, April 18, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska (a tract of land south of 32 Street extending 49 Avenue to the south) from “B-2” (General Commercial District) to “R-2” (Two-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: 04:07:22
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 04/06/2022

FROM: Dan Curtis

TO: City Administrator Tara Vasicek

RE: Rezone Lots 1 - 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte Co. Nebraska. from B-2 to R-2.

RECOMMENDATION:

I recommend approval of this rezoning from B-2 to R-2 and to amend the Future Land Use map accordingly. I believe R-2 zoning is compatible with the area with the construction of duplexes, 2-unit townhomes or single-family dwellings.

DISCUSSION:

We have received an application to rezone Lots 1-11 Crestwood Acres from B-2 to R-2. The applicant intends on building duplexes on each lot however 2- unit townhomes and single-family residential units are also allowed in the R-2 zoning district.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

CONCURRENCE:

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: J.L.O. Properties, L.L.C., a Nebraska Limited Liability Company

APPLICANT MAILING ADDRESS: PO Box 581, Columbus NE 68601

APPLICANT PHONE NUMBER: 402 / 563-4465

APPLICANT EMAIL ADDRESS: john@obristandcompany.com

ATTORNEY/FIRM: Thomas M. Fehringer / Fehringer & Mielak LLP

ATTORNEY PHONE NUMBER: 402 / 942-9513

ATTORNEY EMAIL ADDRESS: thomas.fehringer@fmflaw.com

DAD curby

ADDRESS OF PROPERTY TO BE REZONED: 3074 Columbus (Lot 1); 3062 Columbus (Lot 2); 2984 Columbus (Lot 3); 2976 Columbus (Lot 4); 2958 Columbus (Lot 5); No Situs Address (Lot 6); 2871 Columbus (Lot 7); 2959 Columbus (Lot 8); 2977 Columbus (Lot 9); 2987 Columbus (Lot 10); and 3063 Columbus (Lot 11). *2954*

LEGAL DESCRIPTION OF PROPERTY:

Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska.

PRESENT ZONING CLASSIFICATION: B-2

REQUESTED ZONING CLASSIFICATION: R-2

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

To allow Applicant to use the Property for Single-Family Detached, Duplex, Two Family and Townhouse residential unit purposes.

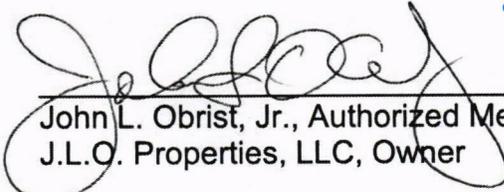
NATURE AND OPERATING CHARACTERISTICS OF THE PROPOSED USE: (Include aerial image of proposed development on property and existing surrounding zoning classifications, any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use).

DAD curby

To allow Applicant to use the Property for the purposes of building multi-family residential units.

single family and Two-Family Residential

DATED: March 10, 2022.


John L. Obrist, Jr., Authorized Member of
J.L.O. Properties, LLC, Owner

7.B.1. Ordinance No. 22-08 approving rezoning.

ORDINANCE NO. 22-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, UNDER ORDINANCE NO. 20-32, AS AMENDED, DATED JANUARY 18, 2021; TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1 – 11, CRESTWOOD SUBDIVISION, A SUBDIVISION OF LOT 1, DEMERS SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF “B-2” (GENERAL COMMERCIAL DISTRICT) TO “R-2” (TWO-FAMILY RESIDENTIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELLS AS THE ZONING MAP WHICH HAVE BEEN ADOPTED BY AND MADE A PART OF SAID UNIFIED LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, a request has been made that the following-described real estate, to wit: Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska, be rezoned and reclassified from the present zoning classification of “B-2” (General Commercial District) to “R-2” (Two-Family Residential District), and to amend the Future Land Use Map as well as the Zoning Map, which are attached and made a part of the Unified Land Development Ordinance for the City of Columbus to show said rezoning and reclassification; 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: Lots 1 – 11, Crestwood Subdivision, a Subdivision of Lot 1, Demers Subdivision to the City of Columbus, Platte County, Nebraska, from the present zoning classification of “B-2” (General Commercial District) to “R-2” (Two-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 “B-2” (General Commercial District) to “R-2” (Two-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 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

7.C. Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Centennial Park 8th Addition (west of 3 Avenue and 2 Street). (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, April 18, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Centennial Park 8th Addition, 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 (west of 3 Avenue and 2 Street) 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: 04:07:22
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: April 6, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Centennial Park 8th Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Centennial Park 8th Addition as it is consistent with the preliminary plat. The preliminary plat was recommended for approval by the Planning Commission on March 14, 2022, and approved by the City Council on March 21, 2022.

DISCUSSION:

The addition consists of 20 residential lots, connecting the utility and street system of 2nd Street and 5th and 6th Avenues on the west and provide for a T-intersection at 3rd 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.

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: March 23, 2022

NAME OF SUBDIVISION: Centennial Park 8th 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 33rd 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 3rd Avenue & 2nd 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

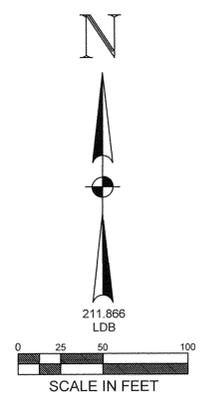
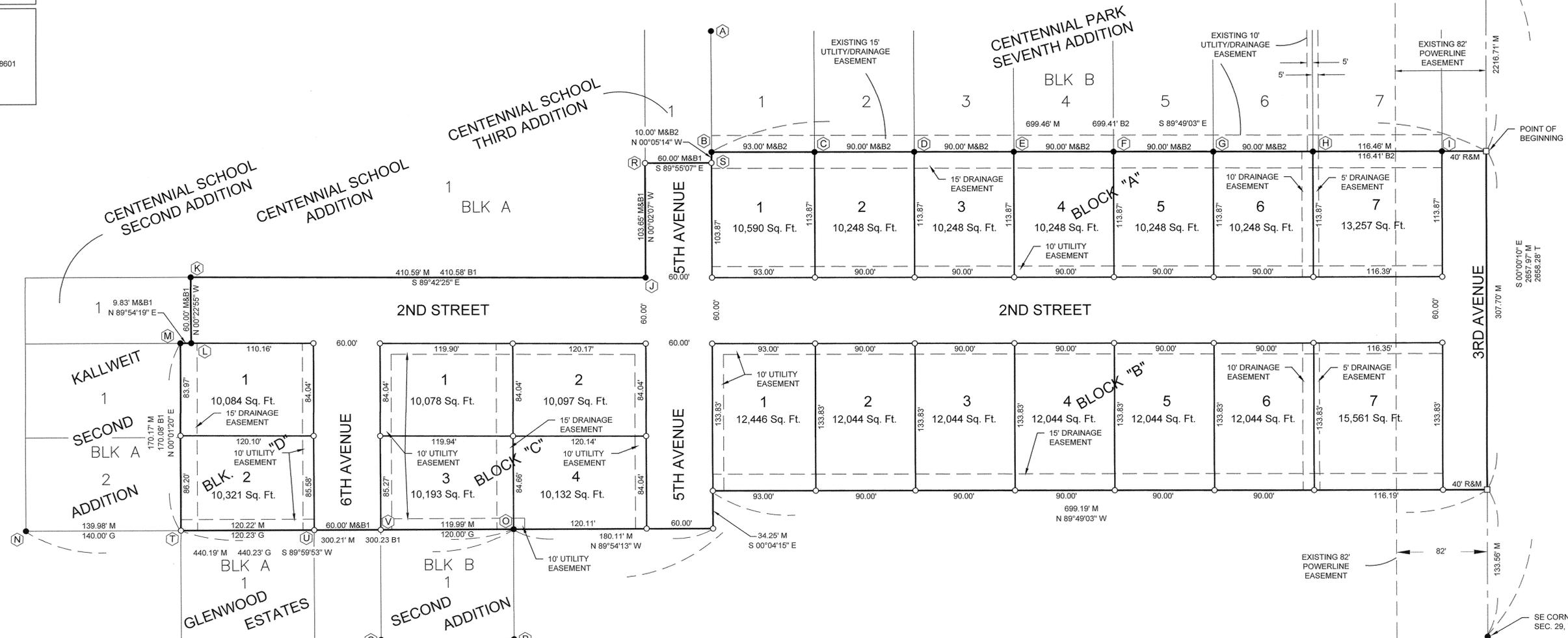
Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

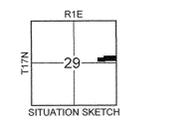
OWNER/DEVELOPER:
 Ferguson Properties, Inc.
 480-320-0202
 3154 18th Ave, Suite 9, Columbus, NE, 68601
 wferguson7@gmail.com

SURVEYOR/ENGINEER:
 Lynn D. Birkel, RLS #497
 David B. Gilmore, E-6180
 Gilmore & Associates
 2870 33rd Avenue, Columbus, NE, 68601
 (402)-564-2807
 lbirkel@gilmore-engineering.com
 davidg@gilmore-engineering.com

FINAL PLAT
CENTENNIAL PARK 8th ADDITION
 TO THE CITY OF COLUMBUS, LOCATED IN THE SE1/4 OF THE NE1/4 OF
 SECTION 29, T17N, R1E OF THE 6th P.M.,
 PLATTE COUNTY, NEBRASKA



LEGEND
 ● - Monument Found
 ○ - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
 □ - Set Survey Spike w/ Washer
 M - Measured Distance
 R - Recorded Distance
 B1 - Benck LS#536, Jan. 5, 2016
 B2 - Benck LS#536, Mar. 14, 2016
 G - Gilmore, LS#495, Dec. 1, 1978
 T - Tremel, LS#455, Mar. 9, 2020



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 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.

FIELD NOTES - Section 29, T17N, R1E
 Southeast Corner, NE 1/4 - Found mag spike with washer as recorded on a survey by Thomas A. Tremel, L.S. #455, dated March 9, 2020.
 45.02' SE to "X" nails in gate post
 31.62' E to "X" nails in power pole
 111.45' NW to center bolt of fire hydrant
 On range of fence east
 On centerline of 3rd Avenue north-south
 Northeast Corner, NE 1/4 - Found aluminum cap as recorded on a survey by Thomas A. Tremel, L.S. #455, dated March 9, 2020.
 46.11' NW to "X" nails in corner fence post
 48.36' SW to "X" nails in power pole
 47.75' SE to "X" nails in power pole
 0.6' N to centerline of 8th Street east-west
 1.1' E to centerline of 3rd Avenue north-south

At "A", "B", "C", "D", "E", "F", "G", "H", and "I", found 5/8" rebars with plastic caps as recorded on Centennial Park 7th Addition Plat by Brian D. Benck, L.S. #536, dated March 14, 2016. At "J", "K", "L", "M", "N", "O", "P", and "Q", found 1" iron pipes. Set point "S" at recorded distance on the southerly extension of line "A-B". Set point "R" at recorded distances from "J" and "S". Set points "T", "U", and "V" at proportionate distances on line "N-O".

CITY COUNCIL
 STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss
 CITY OF COLUMBUS)
 The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2022.
 Attest:
 _____ City Clerk
 _____ Mayor, City of Columbus

PLANNING COMMISSION
 STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss
 CITY OF COLUMBUS)
 This plat of CENTENNIAL PARK 8th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2022.
 _____ Chairman

SCHOOL DISTRICT
 STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss
 CITY OF COLUMBUS)
 The above plat approved by School District No. 001, Platte County, Nebraska
 Attest:
 _____ Secretary
 _____ President

SURVEYOR'S CERTIFICATE
 I, Lynn D. Birkel, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, CENTENNIAL PARK 8th ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked out and marked and correctly designated and shown on the above and foregoing survey. Dated this 23rd day of MARCH, 2022.



Lynn D. Birkel, Nebraska L.S. #497
 GILMORE & ASSOCIATES, INC.

7.C.1. Public hearing - Determine whether Centennial Park 8th Addition should be included within corporate city limits. (Planning Commission recommends approval.)

7.C.2. Resolution No. R22-44 approving final plat, development agreement, and bringing said addition into corporate city limits.

RESOLUTION NO. R22-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE 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, HEREINAFTER TO BE KNOWN AS CENTENNIAL PARK 8TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, AND APPROVING THE DEVELOPMENT AGREEMENT BETWEEN FERGUSON PROPERTIES, INC. AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/DEVELOPER CONCERNING SAID ADDITION INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY.

WHEREAS, Ferguson Properties, Inc., is the owner of real estate described as follows:

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.

all of which is presently 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 lots, and streets, with appropriate utility easement areas under the name of Centennial Park 8th 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 Lynn D. Birkel #497, Registered Land Surveyor, under the date of February 9, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve Centennial Park 8th Addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the city engineer and to deliver the same to the City of Columbus without cost to it; 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

WHEREAS, after public hearing, the planning commission recommended approval of the plat of Centennial Park 8th Addition to the City of Columbus, Nebraska; and

WHEREAS, the mayor and city council held public hearing on the approval of the final plat of said addition and following such public hearing, and having heard all persons appearing at such hearings, approved said final plat; and

WHEREAS, said owner has executed a development agreement setting forth the duties and responsibilities of the owner/developer concerning said addition, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Centennial Park 8th Addition to the City of Columbus, 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 "R-1" (Single-Family Residential) area according to the Zoning Regulations of the City of Columbus, Nebraska; that Centennial Park 8th Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **FERGUSON PROPERTIES, INC.**, a Nebraska corporation, is the proprietor and owner of real estate of the following described real estate:

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.

and have caused the above-described real estate to be laid out into lots, blocks, streets, avenues and easement areas belonging to such Addition, under the name of Centennial Park 8th Addition to the City of Columbus, Platte County, Nebraska, designating

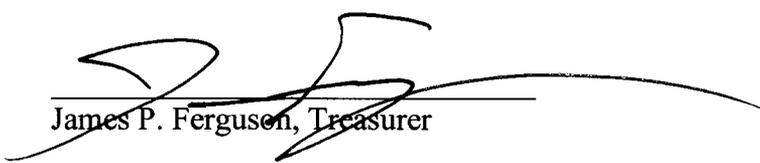
explicitly the land so laid out and particularly describing the lots, streets, and easements belonging to such Addition, a plat of which bearing date of February 9, 2022, and certified by Lynn D. Birkel #497, registered land surveyor, is attached hereto.

Said owner hereby dedicates the streets, avenues 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 their 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 avenues, and to deliver the same to the City without cost to it.

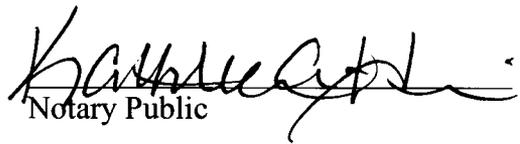
IN WITNESS WHEREOF, the Grantors named herein have executed these presents this 5 day of April, 2022.

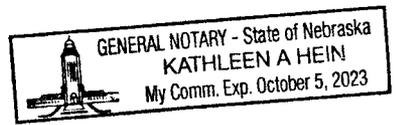
FERGUSON PROPERTIES, Inc., a
Nebraska corporation


James P. Ferguson, Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 5 day of April, 2022, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **James P. Ferguson, Treasurer of Ferguson Properties, Inc., a Nebraska corporation**, 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 his voluntary act and deed.


Notary Public



Please return to: Clark J. Grant #18570 1464 27th Ave., Columbus, NE 68601 (402)564-3274

CENTENNIAL PARK 8TH ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of April, 2022, by and between FERGUSON PROPERTIES, INC, (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 Centennial Park 8th 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 sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the 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, 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 7.59 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

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 will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street right-of-way and easement areas, per plat (Exhibit "A"), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

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 storm water system plan prepared by a Nebraska Licensed 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, with exception of storm sewer mains in dedicated right-of-way that are greater than 12-inches. In such case the, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-of-way and easement areas per plat (Exhibit "A") on 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, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A"), which Subdivider will 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.

G. 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.

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider will install the concrete sidewalk four feet wide and four inches thick in accordance with the Americans 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. Subdivider shall install an ADA ramp on the east side of 3rd Avenue, south side of intersection, as part of initial construction project.

J. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services 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. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, 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 and SWPPP.

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.

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, in 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, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and 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

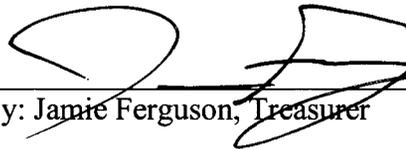
Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

FERGUSON PROPERTIES, INC., a
Nebraska corporation


By: Jamie Ferguson, Treasurer

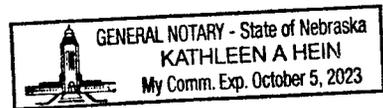
Dated this 5 day of April, 2022.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 5 day of April, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jamie Ferguson, as Treasurer of Ferguson Properties, Inc., a Nebraska corporation, 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



7.D. Public hearing - Application of Ferguson Properties, Inc. for final plat and development agreement of Park Place 10th Addition (33 Street east of 48 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, April 18, 2022, at 7 p.m. in the Council Chambers, 1369 25th Avenue, Columbus, Nebraska, on the final plat and development agreement of Park Place 10th Addition, 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 9th 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 (33 Street and east of 48 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: 04:07:22
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: April 6, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Park Place 10th Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Park Place 10th Addition as it is consistent with the preliminary plat. The preliminary plat was recommended for approval by the Planning Commission on March 14, 2022, and approved by the City Council on March 21, 2022.

DISCUSSION:

The addition consists of 20 residential lots, connecting the utility and road of 33rd Street to 48th 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 48th Avenue.

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: March 23, 2022

NAME OF SUBDIVISION: Park Place 10th 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 33rd Avenue, Columbus, NE 68601

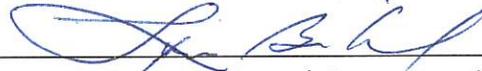
PHONE NUMBER: (402) 564-2807

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

NUMBER OF LOTS IN SUBDIVISION: 20

ADDRESS OF SUBDIVISION: East of 48th Avenue and 33rd 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

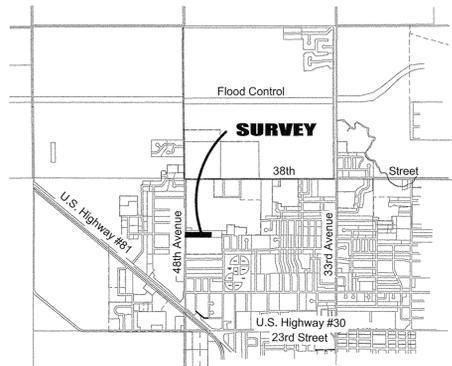
Clark Grant
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney
Neal Valorz – nvalorz@1492law.com
Gene G. Schumacher – gschum@1492law.com

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: lbirkel@gilmore-engineering.com



KEY MAP
NO SCALE

CURVE DATA

- #1 RADIUS = 486.50'
L = 98.69'
CH = 98.53'
LONG CHORD BEARING = N 84°15'12" E
- #2 RADIUS = 141.00'
L = 28.25'
CH = 28.20'
LONG CHORD BEARING = N 84°10'52" E
- #3 RADIUS = 546.50'
L = 110.87'
CH = 110.68'
LONG CHORD BEARING = N 84°15'12" E
- #4 RADIUS = 81.00'
L = 16.21'
CH = 16.18'
LONG CHORD BEARING = N 84°10'27" E

FIELD NOTES

"A" - Southwest Corner, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded on the Park Place 9th Addition Plat by myself, dated January 25, 2021.
33.96' E to "X" nails in power pole
40.30' W to mag nail in south side of fence post
60.30' SW to "X" nails in power pole

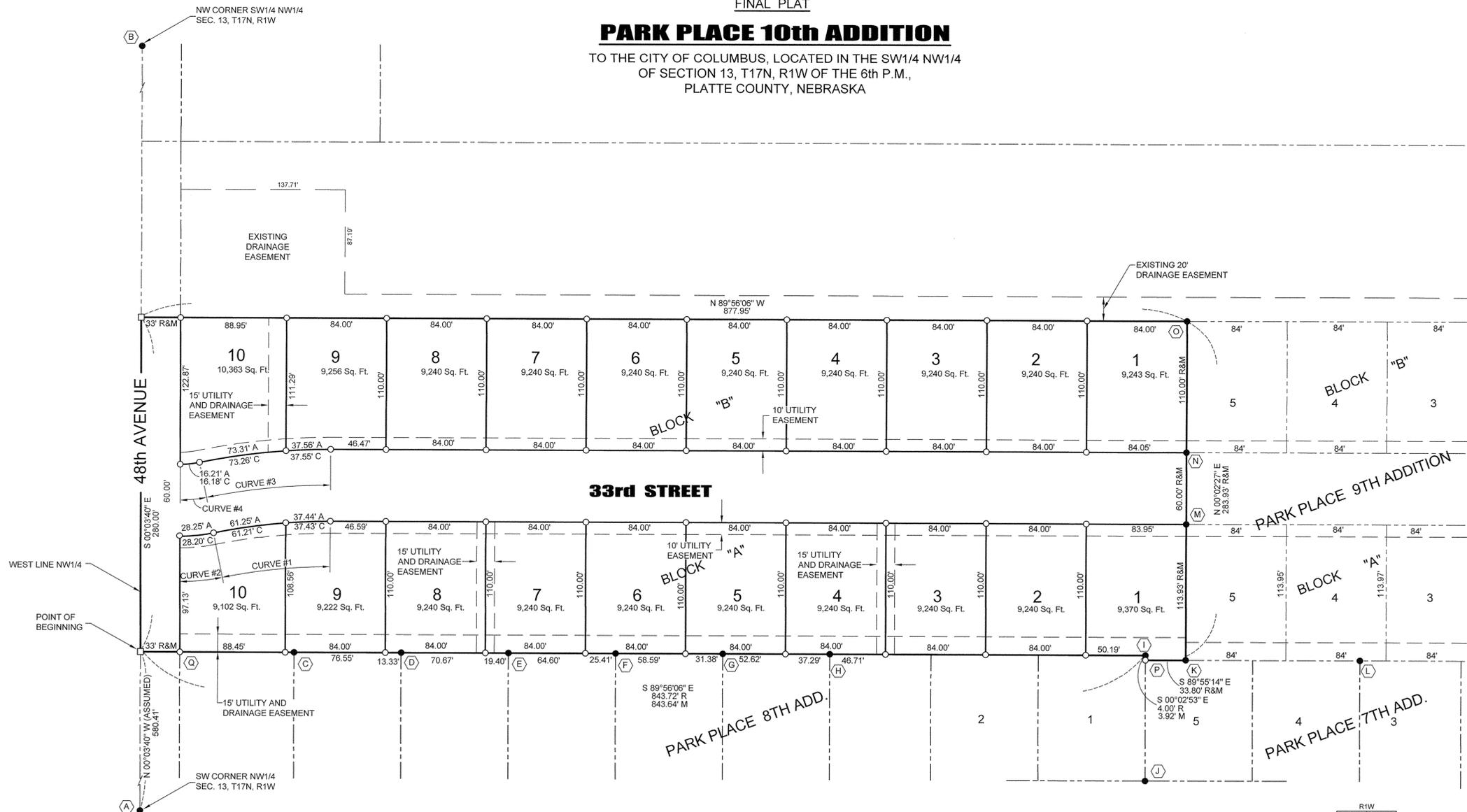
"B" - Northwest Corner, SW 1/4, NW 1/4, Section 13, T17N, R1W - Found aluminum cap in monument well as recorded on the Park Place 9th Addition Plat by myself, dated January 25, 2021.
33.45' W to redhead in power pole
32.48' E to nail in washer in power pole
35.50' ESE to nail in washer in fence post

"C", "D", "E", "F", "G", "H", "I", and "J" - Found 5/8" rebars with plastic caps as recorded on the Park Place 8th Addition Plat by Brian D. Benck, L.S. #536, dated January 20, 2016.

"K", "M", "N", and "O" - Found 5/8" rebars with plastic caps as recorded on the Park Place 9th Addition Plat by myself, dated January 25, 2021.

"L" - Found 5/8" rebar with plastic cap as recorded on the Park Place 7th Addition Plat by Brian D. Benck, L.S. #536, dated February 20, 2013.

Set point "P" on the intersection of Line "L-K" and "I-J".
Set point "Q" on line "I-C" and 33.00 feet from line "A-B".

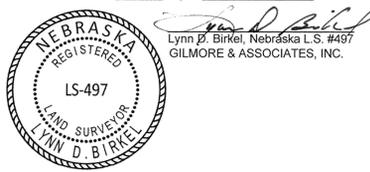


LEGAL DESCRIPTION

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 9th 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 N 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.

SURVEYOR'S CERTIFICATE

I, Lynn D. Birkel, a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed or caused to be surveyed, under my direct supervision, PARK PLACE 10th ADDITION, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey. Dated this 23rd day of MARCH, 2022.



CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2022.
Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
This plat of PARK PLACE 10th ADDITION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2022.

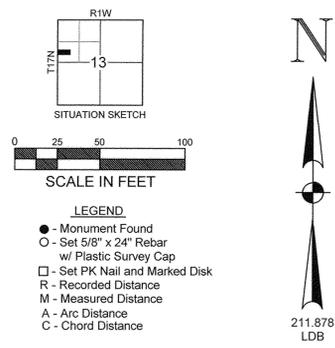
Chairman

SCHOOL DISTRICT

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)
The above plat approved by School District No. 001, Platte County, Nebraska
Attest:

Secretary

President



- LEGEND**
- - Monument Found
 - - Set 5/8" x 24" Rebar w/ Plastic Survey Cap
 - - Set PK Nail and Marked Disk
 - R - Recorded Distance
 - M - Measured Distance
 - A - Arc Distance
 - C - Chord Distance

GILMORE & ASSOCIATES, INC.
Engineers - Surveyors

7.D.1. Public hearing - Determine whether Park Place 10th Addition should be included within corporate city limits. (Planning Commission recommends approval.)

7.D.2. Resolution No. R22-45 approving final plat, development agreement, and bringing said addition into corporate city limits.

RESOLUTION NO. R22- 45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A TRACT OF LAND LOCATED IN THE 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 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, PARK PLACE 9TH ADDITION; THENCE N 00°02'27" E, ON THE WEST LINE OF PARK PLACE 9TH ADDITION, A DISTANCE OF 283.93 FEET, TO THE NORTHWEST CORNER OF LOT 5, BLOCK B, PARK PLACE 9TH 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. HEREINAFTER TO BE KNOWN AS PARK PLACE 10TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, AND APPROVING THE DEVELOPMENT AGREEMENT BETWEEN FERGUSON PROPERTIES, INC. AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/DEVELOPER CONCERNING SAID ADDITION INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY.

WHEREAS, Ferguson Properties, Inc, is the owner of real estate described as follows:

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 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, Park place 9th Addition; thence N 00°02'27" E, on the West line of Park place 9th Addition, a distance of 283.93 feet, to the Northwest corner of Lot 5, Block B, Park place 9th 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.

all of which is presently 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 Park Place 10th 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 Lynn D. Birkel, #497 Registered Land Surveyor, under the date of February 14, 2022, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve Park Place 10th Addition, and to pay all costs for laying such water and sewer mains within the addition itself, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the city engineer and to deliver the same to the City of Columbus without cost to it; 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

WHEREAS, after public hearing, the planning commission recommended approval of the plat of Ferguson Properties, Inc. to the City of Columbus, Nebraska; and

WHEREAS, the mayor and city council held public hearing on the approval of the final plat of said addition and following such public hearing, and having heard all persons appearing at such hearings, approved said final plat; and

WHEREAS, said owner has executed a development agreement setting forth the duties and responsibilities of the owner/developer concerning said addition, including providing for the public improvements necessary to serve the property, and the same is hereby approved.

NOW, THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the Deed of Dedication for Park Place 10th Addition to the City of Columbus, 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 "R-1" (Single-Family Residential) area according to the Zoning Regulations of the City of Columbus, Nebraska; that Park Place 10th Addition Development Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the mayor is hereby authorized to sign said development agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **FERGUSON PROPERTIES, INC.**, a Nebraska corporation is the proprietor and owner of real estate of the following described real estate:

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 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, Park place 9th Addition; thence N 00°02'27" E, on the West line of Park place 9th Addition, a distance of 283.93 feet, to the Northwest corner of Lot 5, Block B, Park place 9th 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.

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 Park Place 10th Addition to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, streets, and easements belonging to such Addition, a plat of which bearing date of February 14, 2022, and certified by Lynn D. Birkel, #497, registered land surveyor, is attached hereto.

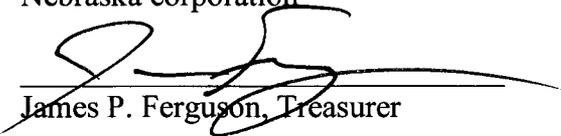
Said owner hereby dedicates the street, and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for drainage and for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as utility easements and drainage 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 street, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Grantors named herein have executed these presents this 5 day of April, 2022.

FERGUSON PROPERTIES, Inc. a
Nebraska corporation

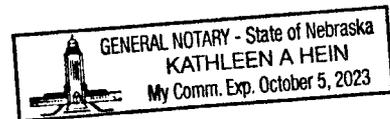
By:


James P. Ferguson, Treasurer

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 5 day of April, 2022, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared James P. Ferguson, Treasurer of Ferguson Properties, Inc., a Nebraska corporation, 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 his voluntary act and deed.


Notary Public



Please return to: Clark J. Grant #18570 1464 27th Ave., Columbus, NE 68601 (402)564-3274

PARK PLACE 10TH ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between FERGUSON PROPERTIES, INC, (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 PARK PLACE 10TH 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 sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the 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, 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 5.64 acres of property.

"Street intersections" shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

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 will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be thirty three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street right-of-way and easement areas, per plat (Exhibit "A"), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

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 storm water system plan prepared by a Nebraska Licensed 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, with exception of storm sewer mains in dedicated right-of-way that are greater than 12-inches. In such case the, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within a dedicated street right-of-way and easement areas per plat (Exhibit "A") on 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, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the

cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A"), which Subdivider will 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.

G. 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.

H. Subdivider will arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider will install the concrete sidewalk four feet wide and four inches thick 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. Subdivider also agrees to construct the sidewalk from the north addition line, north through the stormwater treatment facility to the north property line of the Developer's owned property at time of initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by Advanced Consulting Engineering Services 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. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, 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 and SWPPP.

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.

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, in 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, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. Any extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and 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

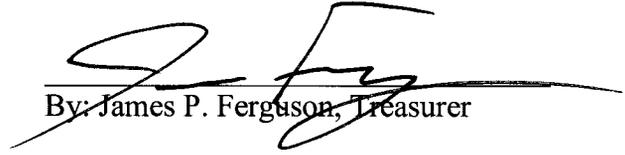
MAYOR Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

FERGUSON PROPERTIES, INC., a
Nebraska corporation


By: James P. Ferguson, Treasurer

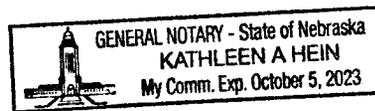
Dated this 5 day of April, 2022.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 5 day of April, 2022, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James P. Ferguson, as Treasurer of Ferguson Properties Inc., a Nebraska corporation, 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



8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - April 11, 2022

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
April 11, 2022

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on April 11, 2022, at 4:03 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 April 7, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

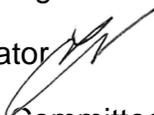
1. **Statement of Compliance with Open Meetings Act and Roll Call:** Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Prent Roth. Ron Schilling was absent. City staff members included City Administrator Tara Vasicek, City Engineer Rick Bogus, and City Clerk Janelle Kline. Also present were Mayor James Bulkley and Council Member Rich Jablonski.
2. **Termination of Highways 30/64 connector interlocal agreement and disband of 30/64 Corridor Steering Committee. (The 30/64 Corridor Steering Committee recommends the committee be disbanded and no further public funds be spent on this project at this time.)** Bogus explained that following the 2019 floods, the concept of a road connecting Highways 30 and 64 was resurrected, a steering committee was created, and an agreement was executed between Butler, Colfax, Platte, and Polk counties to conduct a study. Bogus reported that a preliminary environmental impact and feasibility study at an estimated cost of \$474,000 would need to be conducted in order to qualify for federal grant funds or federal aid and the cost to cover the large number of highway miles that would be needed as well as bridges over a river and railroad would be cost prohibitive. He further reported that a traffic study has determined that average daily traffic for the proposed corridor would be 2,360 and city staff feels that the low volume does not support moving forward with the project at this time. Bogus pointed out that Butler County has expressed no interest in spending funds on this project and following the March 23rd steering committee meeting, consensus was the committee be disbanded and no further public funds be spent on this project at this time. Jablonski, council member and chair of the Chamber of Commerce's Transportation Committee, Dawson Brunswick, on behalf of the Chamber of Commerce's Transportation Committee, and Todd Duren, Columbus Economic Council, expressed opposition to disbandment of the steering committee as they fear the action would be perceived as giving up on the concept. Duren also said a connecting road would be a valuable recruiting tool for the community. A recommendation was made to terminate the Highways 30/64 connector interlocal agreement and disband the 30/64 Corridor Steering Committee with a motion by Bahr and a second by Roth. Bahr and Roth voted "Aye" and Kresha voted "Nay". Schilling was absent.
3. **Adjournment:** The meeting adjourned at 4:27 p.m.

OFFICE OF THE CITY CLERK
: Janelle Kline

10.A.1. Termination of Highways 30/64 connector interlocal agreement and disband of 30/64 Corridor Steering Committee. (The 30/64 Corridor Steering Committee recommends the committee be disbanded and no further public funds be spent on the project at this time.)

The City of **Columbus**

MEMORANDUM

DATE: April 6, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator 
RE: US30/64 Connector Steering Committee and Interlocal Agreement

RECOMMENDATION:

Recommendation to approve the Resolution, approving the Platte County Resolution 22-06 which is the termination of the 30/64 Interlocal Agreement and disbanding the 30/64 Steering Committee.

DISCUSSION:

Attached are minutes of the March 23, 2022, 30/64 Steering Committee from Platte County. The minutes note that Colfax County and Polk County are not interested in moving forward on the project or expend additional public funds. Butler County was not represented at the meeting, nor did they respond to meeting invites from the county. The minutes also note that the 30/64 Highway Connector Traffic Study, by Iteris, projected a 2040 volume of 2,360 average daily traffic and, along with the projected large project cost, which is in the tens of millions of dollars, that it therefore does not provide an acceptable benefit-to-cost ratio. Based on the information above, it was a consensus of all stakeholders at the committee meeting to disband and terminate the Interlocal Agreement.

Attached is the Platte County Resolution 22-06. Plating County is scheduled to act on this resolution at their April 12, 2022, board meeting.

FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: 

30/64 CORRIDOR STEERING COMMITTEE

The Steering Committee for the 30/64 Corridor met on March 23, 2022 at 10:30 AM in the Highway Department Conference Room. Present were Ron Pfeifer representing Platte County, Tara Vasicek and Rick Bogus representing the City of Columbus, Carl Grotelueschen representing Colfax County, Mike Boss from Polk County, Mark Mainelli and Jane Cromwell of Platte County. Butler County representative was not at the meeting.

Rick Bogus reported that he had received an estimate for a preliminary environmental impact and feasibility study from a consulting engineer. This study would be the next step if federal grant funds or federal aid is anticipated. The estimate was \$ 474,000 for the study which does not include the full NEPA assessment necessary for the project.

Tara Vasicek indicated that based on the Traffic Study that the volume for the proposed corridor based on 2040 build would be 2,360 ADT and the large project cost. City of Columbus position is that the low volume does not support moving forward with the project at this time.

Carl Grotelueschen stated that Colfax County is not willing to contribute any more funding to the project as it would not benefit Colfax County.

Mike Boss indicated that he did not have support for the project from other Polk County officials.

Mainelli stated that Platte County and Colfax County will continue to improve the roads in the area north of the river on the County line for possible future development.

Cromwell reported that of the \$45,000 that was pledged for the project, \$23,500 was spent for the traffic study and only that amount was billed to the other agencies, therefore, there is not a need to refund any funds held by Platte County.

It was the consensus of those present serving on the committee that the committee be disbanded and that no further public funds be spent on this project at this time. This recommendation will be presented to the Boards for formal action to disband the committee.

Jane L. Cromwell, Chairman

RESOLUTION 22-06

WHEREAS, An Interlocal Agreement was made and entered into, between Platte County with the City of Columbus, Colfax County, Polk County and Butler County all Nebraska political subdivisions in Nebraska, date September of 2020, and

WHEREAS, the purpose of the Interlocal Agreement was to appoint a committee of the members to study the possibility of a corridor between Nebraska State Highways 30 and 64 to carry large volumes of traffic, and

WHEREAS, said committee has engaged the services of an engineering firm and has reviewed the results of the prepared T US 30/64 Highway Connector Traffic Study dated September 2021, and

WHEREAS, the committee members deem that the projected Average Daily Traffic and large project cost does not support moving forward with additional public funds for a Feasibility/ Environment Study,

NOW, THEREFORE, IT IS AGREEMENT AMONG THE PARTIES that the Interlocal Agreement be terminated, that the Steering Committee be disbanded, and that the additional public funds pledged by the Interlocal Agreement will not be allocated to this project.

Executed by the parties as of the dates indicated below:

PLATTE COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

BUTLER COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

COLFAX COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

BUTLER COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

CITY OF COLUMBUS, NEBRASKA by:

Attest:

Mayor Date

City Clerk

Approved as to form:

City Attorney

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION

13. NEW BUSINESS

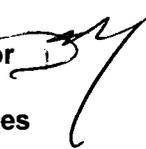
- 13.A. Facilities and programming changes for Aquatic Center and Gerrard Park. (Park Board recommends to accept Option 2 with the stipulation that private organizations enter into an agreement for use of the Aquatic Center with rates to be determined by administration, the Aquatic Center be closed June 1 to August 1, and fees be increased as presented in Option 3.)



The City of **Columbus**

• PARKS • CEMETERY • GOLF •
• AQUATICS • SENIOR CENTER • AREA TRANSIT •
Public Property Director (402) 562-4240 Fax (402) 562-4265

Memorandum

DATE: April 6, 2022
TO: Mayor and City Council Members
FROM: Doug Moore, Public Property Director 
RE: Park and Recreation/Aquatics changes

RECOMMENDATION:

The Board of Park Commissioners recommend to the Mayor and City Council option 2, with fee increases from option 3 and the stipulations that any private organization using the Aquatic Center enters into an agreement with the city, rates will be determined by administration, and that the Aquatic Center would be closed June 1 to August 1.

Staff recommends an addendum providing evening hours of 4:00 p.m. to 7:00 p.m. on Mondays, Tuesdays, and Thursdays for open swim and programming, along with Saturday hours from noon until 4:00 p.m. for open swim. We would also provide programming and staff training during other hours as demand and staffing occurs.

DISCUSSION:

As a Department Head, I am continuously challenged to ensure my departments and staff are providing the maximum benefit possible with the limited tax payer resources that are available to fund all of the Public Property amenities in Columbus. A year ago a similar evaluation took place for Van Berg golf course. This year we again took a hard look at the utilization of the Aquatic Center. The Aquatic Center was opened in 1984, over that period of time many discussions and changes have been made in an effort to increase patronage at the Aquatic Center. The City has decreased fees, tried to increase programming, adjusted open hours, implemented special rates for businesses and organizations, combined memberships with the Plunge and tried to bring in state organizations (Cornhusker State Games, Master swimmers, youth meets). There are 638 individual members at the Aquatic Center including combination members with the Pawnee Plunge. This represents 2% of the Columbus population. Over the years the average individual members per year ranged from 600 to 850, representing no more than approximately 2.5% of the population during the course of the Aquatic Center operation. Membership increased to around 800 in 2018 after implementing the group membership program but revenues decreased. Revenues ranged from \$114,270 in 2014-15 to \$82,820 in 2018-19. Last year the Aquatic Center required \$543,538 to operate, that included



\$80,650 of revenue. These facts pushed staff to take a harder look at the utilization of the facility. It was discovered that the majority of the use takes place in the morning hours. About six months ago a new software program was installed at the Aquatic Center. We were able to use data from that program to examine utilization. It showed that from 1:00 PM – Close, for a five month period of time, 43 people used the facility more than 10 times. That would be 2 times or more on average per month. The Aquatics Manager, at the March Park Board meeting said that the staff at the Aquatic Center hadn't been checking patrons in at the exact time they came to the facility but that staff did do morning and afternoon (before and after lunch) check-ins. This data should not be discounted.

In November of 2021, the City of Columbus started a new phase in recreation and activities management. For the first time, the city added a Park and Recreation Department that would promote and oversee activities in city owned recreational spaces. A Park and Recreation Coordinator was hired and we have moved forward looking at different ideas to enhance recreational opportunities in Columbus for the citizens of the community as well as the many visitors to our community, this includes all facilities such as the golf courses, the Aquatic Center, Pawnee Plunge, and park venues. We recently completed a survey with Northeast Nebraska Economic Development District asking citizens opinion on facilities and what improvements and programs they would like to see. We have contacted numerous organizations in the community asking questions about how their programs work and how we can help to make them better. We have started many new activities and will continue to seek opportunities to expand our programming.

Part of our stewardship is to make sure that we are offering programming that is reaching as many people as possible and doing so in a financially responsible way. Most city facilities in the park department have volunteer organizations that use them and they sign agreements with the city for that use. One of the first goals of the Park and Recreation Department is to work with these organizations to have a central scheduling location for all facilities so that we can maximize usage. We realized that over time we were going to have to increase city maintenance to maintain some of these facilities as it is becoming harder to find volunteers to run these programs.

That happened sooner than expected at Gerrard Park when we found out in December that the Columbus Softball Association would not be managing Gerrard Park this year. Gerrard Park hosts adult softball leagues, Mariner's and Outlaws baseball and Havoc softball teams. Currently there are six baseball/softball weekend tournaments scheduled this spring and summer that bring thousands of people to the community and are a large revenue source for many businesses in the community. I believe we need to make sure we can keep these tournaments in Columbus. We need to hire additional staff to run these programs and to maintain facilities. We also need to pay a competitive wage so we can recruit and retain staff.

After looking at departments in the General Fund and Public Property divisions, we developed an option to reduce hours and staffing at the Aquatic Center to match utilization. That option 2 would save \$272,245. It was presented it to Park Board in March. After much discussion, the Park Board tabled the discussion and asked for more information to come back in April. In April and additional 3rd option was presented that would increase membership rates and add in afternoon hours. After much discussion, the Park Board approved a recommendation to select option 2, but include the membership rate increases in option 3. They also included in their recommendation that private businesses using the facility for Aquatic Therapy would pay a separate new rate established by Administration. Current Aquatic Center staff were not able to estimate how frequently this use is happening, so I cannot provide an estimated revenue with this adjustment.

Those options are highlighted here.

Option 1 – No Change

- Hours: 16 yrs + 8 am – 4 pm, <5 yrs Noon – 4 pm. all ages 4 – 8 pm (6 – 8 pm Nov-Feb),
Weekends: Noon – 4 pm

Option 2

- Hours: Monday – Friday 8:00 am – 1:00 pm (all ages)
 - Funds included for afternoon and evening swim lessons, this would increase total swimming lesson options offered by the City.
- Closed on weekends.
- Closed during the summer while the Pawnee Plunge is open.
- No change in use to CHS Swim team or the one YMCA swim meet.
- Evening Programming. (Fitness classes) Does not require lifeguards on staff.

Option 3

- Hours: Monday – Friday 8:00 am – 1:00 pm
Monday – Thursday 4:00 pm – 7:00 pm closed Friday evening
Monday – Thursday 6:00 pm – 7:30 pm during high school swim season
Saturdays Noon - 4:00 pm
Sundays Closed
- Closed during the summer while the Pawnee Plunge is open
- Pawnee Plunge hours
Monday – Friday 8:00 am – 11:00 am
Zero Depth – beginner swimming lessons
Portion of Lap Pool - advanced swimming lessons
Majority of Lap Pool – Lap swimmers/Exercise
Lazy River – Walkers and exercise classes
Daily – Noon – 7:00 pm open swim
Monday – Thursday 7:00 pm – 8:00 pm
Zero Depth – beginner swimming lessons
Lap Pool – Lap Swimmers/Exercise
Lazy River – Walkers and exercise Fees Adjustments

<u>Fees</u>	<u>CURRENT</u>	<u>PROPOSED</u>
DAILY ADMISSION		
Infant (3 and Under	Free	\$5
Individual	\$4	\$5
ANNUAL MEMBERSHIP		
Individual	\$110	\$125
Group (Maximum of 6)	\$210	\$600

EVENINGS & SATURDAYS

In option 2, If we would open evenings 4-7 PM for open swimming it would cost approximately \$355.00 per evening for staff, utilities, chemicals, supplies, etc. If we add swimming lessons in the evening it would be an additional cost of \$16.00 per hour per instructor, that cost would be offset by the fees for lessons. Cost could be more depending on the instructor's experience. If we were open Mondays, Tuesdays, and Thursdays from 4 – 7 PM at the Aquatic Center (34 weeks) the estimated cost would be \$36,210.00. The High School swim season has exclusive use of the Aquatic Center from 4:00 to 6:00 PM from early December thru mid-February. Staff will work to add evening hours during that season if demand warrants.

Additionally, it would cost approximately \$425.00 for each Saturday from 12 -4 PM. If the aquatic center was open 40 Saturdays over a year, the estimated cost would be \$17,000.

Total cost of adding Monday, Tuesday, and Thursday evenings from 4 – 7 PM and Saturdays from Noon – 4 PM would be \$53,210. We are recommending City Council include these open times in Option 2. Hours will be monitored and may be adjusted as demand warrants throughout the year.

STAFFING

The bottom row in the above table represents an increase to summer and seasonal wages including: Lifeguards currently starting at \$10.25, increased to a starting hourly rate of \$14.00. The savings created can be used to increase wages for summer/seasonal employees. All summer and seasonal wages will be increased, some more than others, based on ease or difficulty in filling the positions historically.

Staff changes would include the current Park and Recreation Coordinator position becoming the Park and Recreation Manager overseeing activities and recreational programs in Park & Rec and Aquatics. Two Park and Rec coordinators would be hired, one would be responsible for programming and activities and the other responsible for aquatics as well as programming when time allowed. Both would be supervised by the Park and Rec Manager.

If approved, the described changes would take effect when the Pawnee Plunge opens for the summer season. Until that time, the Aquatic Center will continue to operate as it is currently.

Concurrence:



Tara Vasicek, City Administrator



The City of Columbus

BOARD OF PARKS COMMISSIONERS

Public Property Director (402) 562-4240

Fax (402) 562-4265

DATE: April 6, 2022

TO: Mayor and City Council

FROM: Board of Park Commissioners

RE Park and Recreation Division Changes

At the March 1, 2022 Park Board meeting, two options were provided for consideration by the board regarding Park and Recreation division changes. There was much discussion from staff, board members and patrons at the meeting about option 2. There were questions about possible rate increases, different hours of operation, and staffing at the Aquatic Center. Information was provided about cost savings to the city in option 2. After more discussion, the Park Commissioners requested additional information and tabled the discussion until the April Park Board meeting.

During the April meeting, option 3 was provided for consideration by the Park Board. There was much discussion from Park Board members regarding options 2 and 3. Suggestions were made regarding possible changes to the options along with ideas on increased or additional fees, additional staffing that will be needed in Park and Recreation, hours of operation at the Aquatic Center and use of the Pawnee Plunge for aquatic programming.

A motion was made, seconded and approved by the Board of Park Commissioners to recommend to the Mayor and City Council to accept option 2, with fee increases from option 3 and the stipulations that any private organization using the Aquatic Center enters into an agreement with the city and rates will be determined by administration, and that the Aquatic Center would be closed June 1 to August 1.

There is supporting documentation regarding the three options attached to this recommendation


 Brad Hansen
 Park Board Chairman

By: 
 Approved By: 

13.B. Application of American Heart Association, Inc. for Special Designated Liquor License at 265 33 Avenue from 6:00 a.m. to 11:59 p.m., May 5, 2022, for fundraising luncheon/wine pull.



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 *CS*

DATE: APRIL 12TH, 2022

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
AMERICAN HEART ASSOCIATION, INC
265 33rd, AVENUE
COLUMBUS, NEBRASKA
CHRIS SHIVES, EXECUTIVE DIRECTOR

This application for special designated license is for the purpose of serving wine to attendees of an indoor fundraising luncheon on May 5th, 2022 from 5:00 P.M. until 11:59 P.M. in the River's Edge Convention Center located at 265 33rd, Avenue. This event will be supervised by Chris Shives, Executive Director of the American Heart Association, Inc. It is expected that approximately 500 people will attend this event. Investigator Haynes spoke Chris Shives about this event.

This permit is strictly for the sale of unopened wine bottles at this fundraising event. They will not allow individuals who are under 21 in to the event. Individuals that purchase a bottle of wine will be told that they may not uncork the bottle at the event. Shives told me that they will be checking identification of individuals that purchase a bottle of wine to insure that they are at least 21 years of age.

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

American Heart Association, Inc.

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

9900 Nichols St., Omaha, NE 68114

Retail Liquor License Address or Non-Profit Business Address

13-5613797

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

5/5/22

Event Start Time(s):

6:00 am

Event End Time(s):

11:59 pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: River's Edge Convention Center

Event Street Address/City: 265 33rd Ave, Columbus, NE 68601

Indoor area to be licensed in length & width: 89' X 129'

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: Fundraising Luncheon/Wine Pull 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: Chris Shives Event Contact Phone Number: 402-810-6847

Event Contact Email: chris.shives@heart.org (please copy shay.bresnan@heart.org)

*Signature Authorized Representative:



Printed Name

Kevin D. Harker

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:

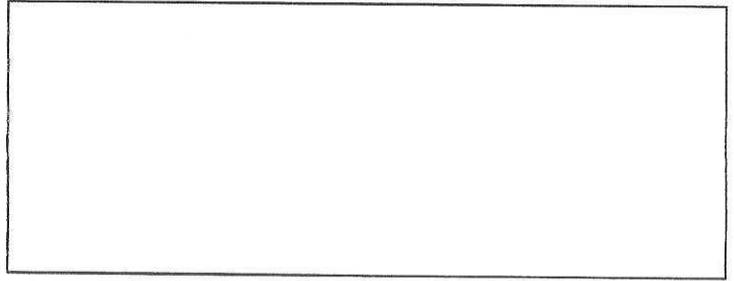
The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

American Heart Association, Inc.

NAME OF CORPORATION

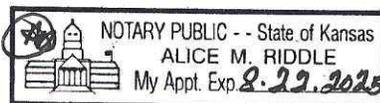
13-5613797

FEDERAL ID NUMBER

[Handwritten Signature]
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 12th DAY OF January, 2022.



[Handwritten Signature]
NOTARY PUBLIC SIGNATURE & SEAL

13.C. Quote from Danko Emergency Equipment in the amount of \$25,650 to replace expired or damaged turnout gear for fire department.

**Columbus Fire Department
Memorandum
For Record**

DATE: 11 April 2022
TO: Tara Vasicek, City Administrator
FROM: Ryan Gray, Fire Chief
RE: Turnout Gear

RECOMMENDATION:

Purchase (9) sets of Turnout Gear to replace expired or damaged sets.

DISCUSSION:

Attached you will find 3 quotes for turnout gear. I am requesting to go with Danko as they have provided the lowest cost for the desired product. These sets of gear will replace outdated and damaged sets and outfit new hires.

FISCAL IMPACT:

The funds are available in our 2021-2022 Personal Protective Supply Budget (GL Number 100-120-56190-20022). Remaining funds have been used to purchase fire helmets below \$5,000.

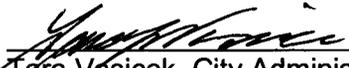
ALTERNATIVES:

N/A

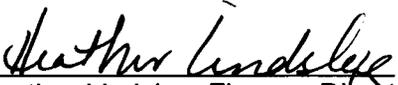
SIGNATURES:



Ryan S. Gray, Fire Chief



Tara Vasicek, City Administrator



Heather Lindsley, Finance Director

City of Columbus

Quote Sheet for Purchases

Department: Fire

Charge to Account Number: 100-120-56190-20022

Department Head Approval: *Rhys*

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

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

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

Date: 4/12/2022 Time: 9:00 AM

Vendor Name: Danko Emergency Equipment

Vendor Employee Name: Ross Wortman

Telephone: 402-380-5911

Quote For: Turnout Gear

Quote Includes:	Item Totals:
9 sets (1 pant, 1 coat) turnout gear. Fire Dex TecGen71	\$25,650.00
Total:	\$25,650.00

Quote Excludes:

Delivery Date: 18-20 weeks Shipped By: Fire Dex

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

Tax Excluded

City Employee Obtained Quote: Assistant Chief N. Jones



Danko Emergency Equipment

PO Box 218
 302 E 4th Street
 Snyder, NE 68664-0218 USA
 Phone: 402-568-2200
 sales@danko.net
 www.danko.net

Quote No: 26722

Wednesday, April 6, 2022

Page 1 of 1

Account Address:

Attention:

COLUMBUS FIRE DEPARTMENT

ATTN: FINANCE
 PO BOX 1677
 COLUMBUS, NE 68602-1677

Shipping Address:

COLUMBUS FIRE DEPARTMENT

4630 HOWARD BLVD

 COLUMBUS, NE 68601

Ship Via	Shipping Terms	Prices are Valid Until
BEST WAY	Prepay and Add	Friday, May 6, 2022

Line #	Part ID:	Description	Qty	Price	Extended
1	FID	FIRE DEX FXR TECGEN 71 STRUCTURAL COAT AND PANT PER SPEC W/ VELCRO OR HOOK AND D CLOSURE SPECIFY AT TIME OF SIZING	1.00	2,850.00	2,850.00
2	FID	FIRE DEX FXR ARMOR AP STRUCTURAL COAT AND PANT PER SPEC	1.00	3,300.00	3,300.00
		2,850 * 9 SETS			\$25,650

9

Contact

Salesperson: Ross Wortman
 Contact Phone:
 Email: ross@danko.net

Sub Total **\$6,150.00**
 Tax **\$0.00**
 Total Price **\$6,150.00**

RS

\$ 25,650



Quote
EST-012604

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Estimate Date : 04/11/22
Expiry Date : 05/11/22
Reference# : Globe Gear Quote
Sales person : Brad Pfeiffer

Bill To
Columbus, NE FD
PO Box 1677
Columbus, NE 68602

#	Item & Description	Qty	Rate	Amount
1	New Product glGX3Coat-Columbus - Globe G-Xtreme 3.0 Coat per Columbus Fire Spec (Agility, Titanium and Stedair 4000)	9.00	1,788.00	16,092.00
2	New Product glGPS Pant-Columbus - Globe Pant System Pant per Columbus Fire Spec (Agility, Titanium and Stedair 4000)	9.00	1,302.00	11,718.00
			Sub Total	27,810.00
			Total	\$27,810.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping and Handling are not included in the above pricing



1900 East Military Avenue
 Suite 276
 Fremont, NE 68025

Quote

Date 02/25/2022
 Quote # QT1558026
 Expires 03/12/2022
 Sales Rep Backman, Randall
 PO #
 Shipping Method FedEx Ground

Bill To
 Columbus Fire and Rescue (NE)
 Columbus NE 68601
 United States

Ship To
 Columbus Fire and Rescue (NE)
 Columbus NE 68601
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Custom-Turnout-Coat			Custom Fire-Dex Turnout Coat FXR COAT COLUMBUS SPEC	1	1,855.00	1,855.00
Custom-Turnout-Pant			Custom Fire-Dex Turnout Pant FXR PANT COLUMBUS SPEC.	1	1,279.00	1,279.00

Subtotal 3,134.00
Shipping Cost (FedEx Ground) 0.00
Total \$3,134.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1558026

13.D. Quote from Stryker Medical in the amount of \$16,588.82 for chest compression system for fire department.

**Columbus Fire Department
Memorandum
For Record**

DATE: 11 April 2022
TO: Tara Vasicek, City Administrator
FROM: Ryan Gray, Fire Chief
RE: LUCAS Chest Compression Device

RECOMMENDATION:

Purchase the LUCAS 3 Chest Compression System, (1) external power supply and (1) extra battery for \$16,588.82 as approved in the 2021-2022 FY.

DISCUSSION:

Attached you will find a quote and sole source letter for the LUCAS Chest Compression System. This item was approved in the 2021-2022 FY in the amount of \$15,000 however; due to price increases and system changes, the price has increased to the above amount. This unit will be placed on the first out Engine out of Station 1 and will increase effectiveness in CPR while on scene with no medic unit, while allowing personnel to perform other lifesaving actions on a cardiac arrest patient.

FISCAL IMPACT:

The funds are available in our 2021-2022 CIP Equipment budget (GL Number 100-121-57510-22012).

ALTERNATIVES:

Put off purchase until next FY, risking further price increases and/or availability issues.

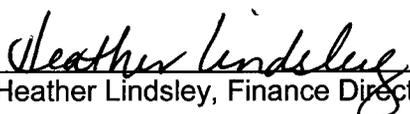
SIGNATURES:



Ryan S. Gray, Fire Chief



Tara Vasicek, City Administrator



Heather Lindsley, Finance Director



Quick Quote 4/5/2022 9:32 PM

Quote Number: 10515101

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: COLUMBUS FIRE DEPT

Rep: Scott Pufahl

Attn:

Email: scott.pufahl@stryker.com

Phone Number: (913) 530-0195

Quote Date: 04/05/2022

Expiration Date: 07/10/2022

Delivery Address

Name: COLUMBUS FIRE DEPT

Account #: 1526240

Address: 4630 HOWARD BLVD

COLUMBUS

Nebraska 68602-2158

End User - Shipping - Billing

Name: COLUMBUS FIRE DEPT

Account #: 1526240

Address: 4630 HOWARD BLVD

COLUMBUS

Nebraska 68602-2158

Bill To Account

Name: COLUMBUS FIRE DEPT

Account #: 1253453

Address: PO BOX 1677

COLUMBUS

Nebraska 68602-1677

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$15,608.02	\$15,608.02
2.0	11576-000071	LUCAS External Power Supply	1	\$334.40	\$334.40
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$646.40	\$646.40
Equipment Total:					\$16,588.82

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$16,588.82

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



April 11, 2022

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

Copyright © 2020 Stryker
GDR 3321967_M

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

13.E. Sole source quote from Sirius Computer Solutions, LLC in the amount of \$271,369.45 for networking hardware and implementation services for community building.

Information Technology

☎ 402-562-4242
📠 402-562-4265
@ it@columbusne.us



City of Columbus

City Hall

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

MEMORANDUM

DATE: 4/13/2022
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup, Computer Network Technician
RE: Community Building Networking & Wi-Fi

RECOMMENDATION:

I recommend the approval to purchase networking hardware for the Community Building and Sirius implementation services with a cost of \$271,369.45.

DISCUSSION:

This equipment is required for the functionality of the Community Building. It includes networking equipment for the Data Center servers, security cameras, A/V equipment, access control, staff users, public users (Library patrons), Wi-Fi, internet, and other services.

FISCAL IMPACT:

Initial cost will be \$271,369.45. There will be a continuation cost per year for Cisco support and maintenance after the initial 3 years.

CONCURRENCE:

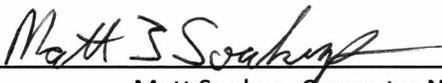
None at this time.

ALTERNATIVES:

Staff makes no alternative recommendation.

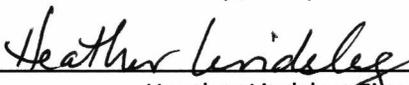
SIGNATURE:

By:



Matt Soukup, Computer Network Technician

Approved By:



Heather Lindsley, Finance Director

Approved By:



Tara Vasicek, City Administrator

Statement of Work

CITY OF COLUMBUS

New Library Network

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, LLC, (Sirius) and CITY OF COLUMBUS (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement 34239-CA (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

DELIVERABLES

This SOW will produce the Deliverables outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables



Statement of Work

or provide maintenance or support services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support services SOW may be established to provide maintenance or support services to Customer.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
7. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

Service Cost

The Services will be provided for a fixed price of \$30,880.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
Upon Completion	\$30,880.00
Total	\$30,880.00



Statement of Work

Travel Costs

Travel costs are included in the Services costs above provided two weeks' notice is given to Sirius.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Matt Soukup	msoukup@columbusne.us

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
CITY OF COLUMBUS 2424 14TH ST COLUMBUS, NE, 68601-5038

Service Locations:
CITY OF COLUMBUS 2424 14TH ST COLUMBUS, NE 68601-5038

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

NO SOLICITATION

Statement of Work

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third-party owing no obligation of confidentiality to Sirius.



Statement of Work

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of April 8, 2022. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to richard.henke@siriuscom.com. Please note, all pages of SOW are required.

BY: CITY OF COLUMBUS	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-019283 V2
Date:	Date:



Statement of Work

EXHIBIT A

SCOPE OF SERVICES

New Library Network: Datacenter, Access Closets and Wireless

1. Review
 - a. Business technical and operational goals and requirements
 - b. Gather existing network diagrams including datacenter and access layer
 - c. Network design and configuration
 - d. Existing network (LAN and WLAN) infrastructure and assess readiness as needed to support this project.
 - i. Wireless LAN (WLAN) and SSID requirements and objectives
 - ii. Secure access objectives including forms of authentication, certificates, 802.1x and Radius services
 - iii. "Guest" access including web authentication, splash screens, and "Lobby Ambassador" sponsorships with client lifecycle support
 - iv. Microsoft Active Directory support for 802.1x authentication, DHCP, and DNS as determined from project objectives
 - e. Existing VLAN schema
 - f. Existing IP addressing and subnetting schema
2. Plan & Design
 - a. Conduct design workshop with customer to gather/confirm information and requirements
 - b. Develop a new Datacenter and access layer network
 - i. New Datacenter layer
 - ii. Routing protocols
 - iii. IP addressing for routed links
 - iv. QoS requirements
 - v. Datacenter Subnets/SVIs
 1. Up to ten [10] subnets
 2. Configuration translation (as applicable)
 3. Port configuration and mapping
 4. Subnets/SVIs migration strategy
 - vi. Access layer Subnets
 1. Up to one [1] subnet for Data
 2. Up to one [1] subnet for Voice
 3. Up to one [1] subnet for Wireless
 - vii. New Wireless network
 1. Controller and access point LAN/WAN requirements
 2. AirOs into IOS-XE Wireless solution transition
 3. WLANs, SSIDs, and authentication forms
 4. Guest access including splash screens, forms of sponsorship, and client lifecycle
 5. Security parameters including 802.1x, pre-share keys, WPA2, AES encryption, certificates, and access-lists
 6. IP addressing and sub-netting assignments for new WLAN integration (as applicable)
 7. VLAN additions and or modification for new WLAN integration (as applicable)
 8. Microsoft Active Directory authentication including Radius server support
 9. DHCP, DNS, and options to support new wireless clients, access points
 - c. Develop Test Plan

4. Implementation
 - a. Datacenter Access/Distribution layer:
 - i. Two [2] Cisco Catalyst 9500 switches
 - ii. Staged during normal business hours / cutover after normal business hours
 - iii. Identify the latest stable version of code determine by Sirius
 - iv. Pre-configure all identified activities during the Plan & Design section that can be accomplished in advance
 - b. Access closets
 - i. Three [3] stacks of Cisco Catalyst 9300 switches
 - ii. Staged during normal business hours / cutover after normal business hours
 - iii. Identify the latest stable version of code determine by Sirius
 - iv. Pre-configure all identified activities during the Plan & Design section that can be accomplished in advance
 - c. Wireless
 - i. Two [2] Cisco 9800 WLC (Cloud or L)
 - ii. Staged during normal business hours / cutover after normal business hours
 - iii. Deploy two [2] instances of latest stable OVA version of code determine by Sirius (as applicable)
 - iv. Install updated patches
 - v. Configure HA
 - vi. Provision smart licensing communication with Smart Account
 - vii. Load licensing on Smart Account or 9800-CL WLC and verify licensing has been activated (as applicable)
 - viii. Configure integration with AAA servers
 - ix. Configure SSIDs as agreed on design's section
 - x. Associate up to fifty [50] Catalyst 9100s access points
5. Testing/Acceptance
 - a. Sirius will validate proper function of the new environment after migration
 - b. Sirius engineer and Customer will sign that test was completed and accepted once testing is completed
6. Day One Support
 - a. Provide on-site technical support for [1] day following the cutover
 - b. Triage and resolve system problems
 - c. Document issues identified and resolved
 - d. Transition support to Customer IT support personnel

ASSUMPTIONS

1. Customer will coordinate and request access to the area where equipment is installed
2. Some work may be performed remote. Sirius will work with Customer to determine on-site activities
3. Customer will Provide the necessary server/virtual hardware for Catalyst 9800 virtual Wireless LAN Controller VM being installed. The requirements for the VM (each for a total of two [2] to be deployed) are:
 - a. 8 GB of RAM
 - b. 8 GB Hard Disk Space (10K RPM) (thin-provisioned)
 - c. 2GHz (or faster) 48 CPUs (2 Core with hyperthreading)
4. Sirius is assuming Customer has valid maintenance agreements already that entitle them to system image upgrades
5. Customer will supply Sirius engineer the appropriate software images
6. Sirius recommends that Customer provides at least one IT staff member to accompany the Sirius team for all phases of this project



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES

Client Executive:

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

Proposal Number: Q-00257808
Proposal Date: 04/13/2022
Expires: 05/10/2022
Description: New Library - Network/Core
Currency: USD

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

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES



Sirius Computer Solutions, LLC

Proposal Number: Q-00257808
Proposal Date: 04/13/2022
Expires: 05/10/2022
Description: New Library - Network/Core
Attn:

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com
 Sirius Tax ID # 74-2836721

C9500-48Y4C-A

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	2	\$34,923.98
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	2	\$10,472.70
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	2	\$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	4	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	2	\$0.00
C9500-SSD-NONE	No SSD Card Selected	2	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	2	\$0.00
SFP-25G-AOC2M	25GBASE Active Optical SFP28 Cable, 2M	12	\$3,635.28
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	2	\$3,029.34
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	4	\$0.00
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	2	\$0.00
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	2	\$17,454.78
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	6	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	6	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	\$0.00
SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL	2	\$0.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	4	\$5,996.96
GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	12	\$2,853.12
SFP-10G-AOC2M=	10GBASE Active Optical SFP+ Cable, 2M	6	\$1,020.78
SFP-10G-AOC3M=	10GBASE Active Optical SFP+ Cable, 3M	6	\$1,020.78
SFP-25G-AOC3M=	25GBASE Active Optical SFP28 Cable, 3M	4	\$1,392.60
SFP-25G-AOC2M=	25GBASE Active Optical SFP28 Cable, 2M	4	\$1,392.60
C9500-48Y4C-A Subtotal:			\$83,192.92

C9300-48UXM-E

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9300-48UXM-E	Catalyst 9300 48-port(12 mGig,36 2.5Gbps) Network Essentials	3	\$29,157.51
C9300-NW-E-48	C9300 Network Essentials, 48-port license	3	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	3	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	3	\$0.00
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	3	\$4,111.23
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	6	\$0.00
C9300-SSD-NONE	No SSD Card Selected	3	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	3	\$216.39
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	3	\$205.56
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	3	\$0.00
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	3	\$2,423.49
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	3	\$5,517.72
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	3	\$0.00
C9300-48UXM-E Subtotal:			\$41,631.90

C9300-48P-E

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	3	\$18,354.81
C9300-NW-E-48	C9300 Network Essentials, 48-port license	3	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	3	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	3	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	6	\$0.00
C9300-SSD-NONE	No SSD Card Selected	3	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	3	\$216.39
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	3	\$205.56
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	3	\$0.00
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	3	\$2,423.49
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	3	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	3	\$2,704.80



C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	3	\$5,517.72
C9300-48P-E	Catalyst 9300 48-port PoE+, Network Essentials	2	\$12,236.54
C9300-NW-E-48	C9300 Network Essentials, 48-port license	2	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	2	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	2	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	2	\$0.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	2	\$0.00
C9300-SSD-NONE	No SSD Card Selected	2	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	2	\$144.26
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	2	\$137.04
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	2	\$0.00
PWR-C1-BLANK	Config 1 Power Supply Blank	2	\$0.00
C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	2	\$0.00
C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	2	\$1,615.66
C9300-NM-NONE	No Network Module Selected	2	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	\$0.00
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	8	\$11,993.92
SFP-10G-AOC3M=	10GBASE Active Optical SFP+ Cable, 2M	1	\$170.13
SFP-10G-AOC3M=	10GBASE Active Optical SFP+ Cable, 3M	1	\$170.13
STACK-T1-1M=	1M Type 1 Stacking Cable	2	\$366.40
STACK-T1-3M=	3M Type 1 Stacking Cable	2	\$549.58
C9300-48P-E Subtotal:			\$56,806.43

C9800-CL-K9

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9800-CL-K9	Cisco Catalyst 9800-CL Wireless Controller for Cloud	2	\$0.00
CON-ECMUS-C9800CLC	SOLN SUPP SWSS Cisco Catalyst 9800-CL Wireless Controll	2	\$944.18
LIC-C9800-DTLS-K9	Cisco Catalyst 9800 Series Wireless Controller DTLs License	2	\$0.00
SC9800CLOVAK9-173	Cisco Catalyst 9800-CL Wireless Controller - VMware	2	\$0.00
C9800-CL-K9 Subtotal:			\$944.18

C9120AXI-B

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9120AXI-B	C9120AX Internal 802.11ax 4x4:4 MIMO;IoT;BT5;mGig;USB;RHL	48	\$46,883.52
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	48	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	48	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	48	\$0.00
CDNA-E-C9120	Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	48	\$0.00
DNA-E-3Y-C9120	C9120AX Cisco DNA On-Prem Essential,3Y Term,Trk Lic	48	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	48	\$0.00
AIR-DNA-E-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term Lic	48	\$7,789.92
PI-LFAS-AP-T	Prime AP Term Licenses	48	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	48	\$0.00
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	48	\$0.00
AIR-DNA-E-T-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	48	\$0.00
AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	48	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	48	\$0.00
C9120AXI-SINGLE	SINGLE PACK OPTION	48	\$0.00
C9120-OVER	C9120AX OVERPACK OPTION	48	\$0.00
C9120AXI-B Subtotal:			\$54,673.44

C9120AXP-B

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9120AXP-B	Cisco Catalyst 9120 Series	1	\$1,392.06
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	1	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	1	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	1	\$0.00
CDNA-E-C9120	Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	1	\$0.00
DNA-E-3Y-C9120	C9120AX Cisco DNA On-Prem Essential,3Y Term,Trk Lic	1	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	1	\$0.00
AIR-DNA-E-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term Lic	1	\$162.29
PI-LFAS-AP-T	Prime AP Term Licenses	1	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1	\$0.00
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	1	\$0.00
AIR-DNA-E-T-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic	1	\$0.00



AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
C9120AXE-SINGLE	SINGLE PACK OPTION	1	\$0.00
C9120-OVER	C9120AX OVERPACK OPTION	1	\$0.00
C9120AXP-B Subtotal:			\$1,554.35

AIR-ANT2513P4M-N=

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
AIR-ANT2513P4M-N=	2.4 GHz/5 GHz 13 dBi Patch Antenna.,4 port, N conn.	1	\$1,046.65
AIR-CAB005LL-R-N	5 ft Low Loss RF cable w/RP-TNC and N-type connectors	4	\$343.32
AIR-CAB002-DART-R=	2 ft Smart Antenna Connector to RP-TNC connectors	1	\$296.26
AIR-ANT2513P4M-N= Subtotal:			\$1,686.23

Extended Subtotal: \$240,489.45
Total Client Price: \$240,489.45

Proposal Comments:

Term quoted is 36 months.

Terms and Conditions:

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

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Quote, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

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

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

Agreement Type: Customer Agreement signed 34239

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

The provision of the maintenance services contained on this Proposal (the "Maintenance Services") will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"). If Customer removes a covered device from productive use and requests cancellation of the Maintenance Services on that device, in accordance with the Provider's terms and conditions, Customer must notify Sirius by email at the following address: OPU@siriuscom.com. Should Customer fail to send the request to the address above, processing of the cancellation shall be delayed and any associated credit with the cancellation may be reduced.



Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.F. Sole source quote from Sirius Computer Solutions, LLC in the amount of \$107,433.96 for replacement servers and migration services.

Information Technology

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



City of Columbus

City Hall

2424 14th St.

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 4/13/2022
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup, Computer Network Technician
RE: Data Center Core Hardware Upgrade

RECOMMENDATION:

I recommend the approval to purchase replacement Data Center core servers and Sirius migration services with a cost of \$107,433.96.

DISCUSSION:

Our current environment was installed in 2015. In 2016 we expanded the storage due to additional needs. This expansion maxed the storage capability of the system. In 2016 we also added another virtual host due to increased processing needs. This equipment will reach end of life/end of support in 2023 and 2024. Recently we had hardware failures in this equipment due to age. This was quickly replaced through the support services. Without the support services we would possibly not have been able to find replacement parts and would have required more time getting the parts while the system was vulnerable to data lose. Our current storage needs are to the point of needing expand the storage even further. Due to the age of the equipment, loss of service and support, increased storage needs, and increased processing needs this equipment should be replaced.

With the new Community Build having a Server Room this would be an opportune time to upgrade this equipment. With the ability to bring a new system online in parallel with the old system we would have minimal downtime. Without this new system there would be substantial downtime while physically moving the old equipment to the new building.

FISCAL IMPACT:

Initial cost will be \$107,433.96. There will be a continuation cost per year for Cisco support and maintenance.

CONCURRENCE:

None at this time.

ALTERNATIVES:

Staff makes no alternative recommendation.

Information Technology

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



City of Columbus

City Hall

2424 14th St.

P. O. Box 1677

Columbus, NE 68602

SIGNATURE:

By:

Matt Soukup, Computer Network Technician

Approved By:

Heather Lindsley, Finance Director

Approved By:

Tara Vasicek, City Administrator

Statement of Work

CITY OF COLUMBUS

Cisco Hyperflex Edge Cluster Implementation

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, LLC, (Sirius) and CITY OF COLUMBUS (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement 34239-CA (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

DELIVERABLES

This SOW will produce the Deliverables outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables



Statement of Work

or provide maintenance or support services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support services SOW may be established to provide maintenance or support services to Customer.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
7. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

Service Cost

The Services will be provided for a fixed price of \$7,755.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
Project Completion	\$7,755.00
Total	\$7,755.00



Statement of Work

Travel Costs

Customer will be charged for reasonable and actual out-of-pocket travel and living expenses. Upon request, Sirius will provide receipts for individual line item expenses valued at \$35.00 or greater.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Matt Soukup	msoukup@columbusne.us

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
CITY OF COLUMBUS 2424 14TH ST COLUMBUS, NE, 68601-5038

Service Locations:
CITY OF COLUMBUS 2419 14TH ST COLUMBUS POLICE DEPARTMENT COLUMBUS, NE 68601-5010

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

Statement of Work

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third-party owing no obligation of confidentiality to Sirius.



Statement of Work

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of April 12, 2022. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to richard.henke@siriuscom.com. Please note, all pages of SOW are required.

BY: CITY OF COLUMBUS	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-019959
Date:	Date:



Statement of Work

EXHIBIT A

Overview

Cisco Hyperflex setup and integration into current rack configuration in environment. This will involve integration of up to three (3) new Cisco UCS Hyperflex Edge hosts and one Commvault Media Agent server. Sirius will rack, cable, and power all new servers and set up Cisco management with customer supplied variables, confirm hardware firmware is current, and provide product knowledge transfer if required.

SCOPE OF SERVICES

Assist the customer in performing installation Services and configure the following equipment running VMware vSphere 6.7u1:

1. Hyperflex Edge cluster of three (3) hosts
2. Commvault Media Agent Server

Server Services

1. System Assurance (prior to onsite)
 - a. Verify network connectivity
 - b. Verify rack space and power
 - c. Gather IP/settings information from client, configuration worksheets filled out
2. As requested, assist customer to rack up to three (3) nodes
 - a. vSphere 6.x Hypervisor will come preinstalled on boot device.
 - b. Enter customer supplied variables (not limited to TCP/IP addresses, server names, etc)
3. Perform any firmware/software upgrades as necessary
4. Perform staff training on Cisco HX Solution during installation
5. Install i=one (1) Commvault Media Agent host

Network Services

1. Assumption – Networking Team has built out Cisco Network for Production VMs , vLAN Tagged networks
2. Setup switch configuration:
 - a. Setup out of band management
 - b. Enter customer supplied variables (not limited to TCP/IP addresses, names, networks, etc)
 - c. Perform basic layer 2 switch configuration with Sirius Network team
3. Configure uplink ports for existing network infrastructure connectivity
4. Configure 10/25GB ports for connectivity to production networks

Storage Services

1. Integrated into HX Platform-
 - a. Configure Storage cluster name as provided by the customer
 - b. Choose replication factor of (3 or 2 copies) (default is 3 copies- more storage consumed)- this must be set on cluster creation.
 - c. Storage cluster Management and Storage IP's configured

vSphere Services

1. Assist customer with migration of up to three physical systems to demonstrate the process and provide knowledge transfer.

Cisco HX Services

Documented Best practices Cisco HX platform installed and operational with integration with vCenter server and UCM Server.

1. All hosts should be added within a vCenter server cluster, datacenter.
2. All the servers (node or hosts) in the cluster must have same VLAN IDs.
3. Verify all ports and protocols are open between devices, firewalls, and HX installer appliance.
4. All the servers in the cluster must use the same administrator login credentials as all the ESX servers across the storage cluster.
5. All the ESXi hosts in the cluster are set to "Maintenance Mode" during the HX Data Platform deployment process.
6. All the servers have SSH enabled.
7. Each ESXi host needs the following separate networks, on different subnets/VLANs.



Statement of Work

EXHIBIT A

Note - These v switches are created automatically by the HX Data Platform Installer.

- **Management traffic network:** From the vCenter, handles the hypervisor (ESX server) management, and storage cluster management.
- **Data traffic network:** Handles the hypervisor and storage data traffic.
- **vMotion network:** live migration network for vm portability
- **VM network:** Each host must be direct attached to a UCS Fabric Interconnect using a 10Gbps cable.
There are four vSwitches, each carrying a different network.
 - vswitch-hx-inband-mgmt:** Used for ESXi management, storage controller management
 - vswitch hx-storage-data:** Used for ESXi storage data, and HX Data Platform replication. These two vSwitches are further divided in two port groups with assigned static IP addresses to handle traffic between the storage cluster and ESXi host.
 - vswitch hx-vmotion:**Used for VM and storage vmotion, This vSwitch, has one port group for management, defined through vSphere that connects to all the hosts in the vCenter cluster.
 - vswitch hx-vm-network:**Used for VM data traffic.

ADDITIONAL RESPONSIBILITIES

Customer Responsibilities

1. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
2. Provide Sirius employees with any required hardware transportation devices (4 wheel card) if required.
3. Provide all required cabling (SAN, LAN)
4. Customer is responsible for the entire disposal of any unused items (boxes, trash, and server parts) associated with this project.

Joint Responsibilities

1. Sirius and Customer will work together to establish acceptance criteria.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services.



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES

Client Executive:

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

Proposal Number: Q-00258586
Proposal Date: 04/13/2022
Expires: 05/10/2022
Description: UCS Servers
Currency: USD

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

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES



Sirius Computer Solutions, LLC

Proposal Number: Q-00258586
Proposal Date: 04/13/2022
Expires: 05/10/2022
Description: UCS Servers
Attn:

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com
 Sirius Tax ID # 74-2836721

HX-E-M5S-HXDP

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
HX-E-M5S-HXDP	Cisco HyperFlex M5 Edge Hybrid & All Flash (w/o FI)	1	\$0.00
HX-E-220M5SX	Cisco HyperFlex Hybrid Edge 220 M5 system	3	\$3,558.72
CON-SNTP-E220M5SX	SNTC 24X7X4 Cisco HyperFlex Hybrid Edge 220 M5 system	3	\$15,084.30
HX-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	36	\$12,475.44
HX-SAS-M5	Cisco 12G Modular SAS HBA (max 16 drives)	3	\$859.35
HX-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	18	\$9,651.60
HX-SD480G63X-EP	480GB 2.5in Enterprise Performance 6GSATA SSD(3X endurance)	3	\$1,699.17
HX-SD240GM1X-EV	240GB 2.5 inch Enterprise Value 6G SATA SSD	3	\$746.22
HX-M2-240GB	240GB SATA M.2	6	\$1,055.64
HX-M2-HWRAID	Cisco Boot optimized M.2 Raid controller	3	\$232.14
HX-PSU1-1050W	Cisco UCS 1050W AC Power Supply for Rack Server	6	\$1,135.74
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	6	\$0.00
HX-RAILB-M4	Ball Bearing Rail Kit for C220 M4 and C240 M4 rack servers	3	\$171.36
HX-MSD-32G	32GB Micro SD Card for UCS M5 servers	3	\$171.36
HX-E-220C-BZL-M5	HX220C M5 EdgeSecurity Bezel	3	\$0.00
UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	6	\$0.00
UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	6	\$0.00
HX-CPU-I4210R	Intel 4210R 2.4GHz/100W 10C/13.75MB DDR4 2400MHz	6	\$3,114.30
HX-E-TOPO1	10GbE Single or Dual Switch (2, 3, or 4 node)	3	\$1,751.13
HX-MLOM-C25Q-04	Cisco UCS VIC 1457 Quad Port 10/25G SFP28 CNA MLOM	3	\$0.00
HX-VSP-7-0-FND2-D	Factory Installed -vSphere SW 7.0 2-CPU Enduser provides Lic	3	\$0.00
HX-VSP-7-0-FND-DL	Factory Installed - VMware vSphere 7.0 Fnd SW Download	3	\$0.00
HXDP-M5-SW	HyperFlex Data Platform M5 Software	1	\$0.00
SVS-DCM-SUPT-BAS	Basic Support for DCM	1	\$0.00
HXDP-M5-E-AD	HyperFlex Data Platform M5 Edge Advantage	3	\$21,442.23
HX-E-M5S-HXDP Subtotal:			\$73,148.70

UCSC-C240-M5L

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
UCSC-C240-M5L	UCS C240 M5 12 LFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	1	\$1,326.85
CON-SNTP-CC240M5L	SNTC 24X7X4 UCS C240 M5 12 LFF	1	\$2,264.88
UCS-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	6	\$2,310.24
UCSC-PCI-1-C240M5	Riser 1 incl 3 PCIe slots (x8, x16, x8); slot 3 req CPU2	1	\$86.12
UCSC-MLOM-C25Q-04	Cisco UCS VIC 1457 Quad Port 10/25G SFP28 CNA MLOM	1	\$972.85
UCSC-PSU1-1050W	Cisco UCS 1050W AC Power Supply for Rack Server	2	\$789.00
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	2	\$0.00
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	1	\$95.21
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	1	\$0.00
UCS-SID-INFR-DTP	Data Protection Platform	1	\$0.00
UCS-SID-WKL-DP	Data Protection (Commvault, Veeam only)	1	\$0.00
UCSC-HS-C240M5	Heat sink for UCS C240 M5 rack servers 150W CPUs & below	2	\$0.00
UCSC-BBLKD-L2	C-Series M5 LFF drive blanking panel	2	\$0.00
UCSC-PCIF-240M5	C240 M5 PCIe Riser Blanking Panel	1	\$0.00
UCSC-RSAS-C240M5	C240 Rear UCSC-RAID-M5 SAS cbl(1)kit incl,bkplnforSFF&LFF	1	\$0.00
CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	1	\$0.00
UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	1	\$0.00
UCS-CPU-I4210R	Intel 4210R 2.4GHz/100W 10C/13.75MB DDR4 2400MHz	2	\$2,306.90
UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1	\$1,331.13
UCS-HY19TM1X-EV	1.9TB 3.5 inch Enterprise Value 6G SATA SSD	4	\$8,482.16
UCS-HD4T7KL12N	4 TB 12G SAS 7.2K RPM LFF HDD	6	\$2,489.46
UCS-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	2	\$4,075.46
UCSC-C240-M5L Subtotal:			\$26,530.26

Extended Subtotal: \$99,678.96
Total Client Price: \$99,678.96

Proposal Comments:

Term quoted is 36 months.

Terms and Conditions:

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

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Quote, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

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

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

Agreement Type: Customer Agreement signed 34239

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

As between Sirius and Customer, this Proposal is subject to the terms and conditions of the preceding referenced Agreement(s) or the included Terms and Conditions. To the extent any of the terms and conditions contained herein below conflict with the terms of above, referenced or otherwise, the terms contained herein will control in regards to Customer's use of the software subscriptions (collectively "Subscriptions") contained on this Proposal. Notwithstanding any provision to the contrary contained in any agreements between Sirius and Customer or this Proposal, all terms of use for the Subscriptions contained on this Proposal will be controlled by the terms and conditions at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html. In addition, with respect to Subscription(s) that require Customer to have telephony services and/or public switched telephone network ("PSTN") access (such as WebEx), Customer shall consent for such PSTN or telephony provider to have access to Customer's administrative portal associated with such SaaS offering(s) and to provide such information as needed for said company to provide their services.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Subscriptions listed in this Proposal. Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Notwithstanding any provision to the contrary above, referenced or otherwise, Customer acknowledges that the Subscriptions contained on this proposal may be adjusted by Customer through Sirius, or the manufacturer, if applicable, including but not limited to subscription renewals, extensions, and other add-ons, and Customer will be invoiced for any such adjustments. Further, Customer acknowledges that the Subscriptions may be subject to recurring billing based upon Customer's then current usage of the Subscriptions. The Subscriptions are non-cancellable, non-returnable, and non-refundable. For purposes of clarity, the termination of any referenced Agreement(s) will not terminate any active Subscriptions contained herein.

Notwithstanding any provision to the contrary above, reference or otherwise, in no event shall Sirius be liable to Customer for any incidental, indirect, exemplary, special, consequential, or punitive damages that may be suffered or incurred by Customer or any person or entity affiliated, related, or associated with Customer, even if advised of the possibility of such damages or such damages result from the performance, attempted performance, or non-performance of the Subscriptions, including without limitation, damages resulting from use of the Subscriptions or inability to use the Subscriptions, loss or corruption of or damage to data, cost of capital, loss of business reputation or opportunity, or any claim or demand against Customer by any third party, whether under theory of contract, tort (including negligence) or otherwise. Sirius' liability for the Subscriptions to be provided hereunder or otherwise arising out of the Subscriptions to be provided hereunder, regardless of the form of action, whether under theory of contract, tort (including negligence) or otherwise, shall not exceed one (1) months' fees paid or payable by Customer to Sirius for the Subscriptions to be provided hereunder. For purposes of clarity, the applicable month for determining the liability of Sirius shall be the month in which the cause of action giving rise to the claim occurred; should multiple causes of action giving rise to a claim occur, the applicable month for determining the liability of Sirius shall be the month in which the first cause of action giving rise to a claim occurred, and Sirius' liability shall be limited to the fees paid or payable to Sirius during said month.

For the purposes of determining the taxability of the Subscription items, the Subscriptions will be deemed to have been delivered to the location identified as the shipping address for these Subscriptions. If the Subscriptions include any tangible items delivered as a part of the Subscriptions, these items will be considered inconsequential for tax purposes and the relevant state law will apply.

The provision of the maintenance services contained on this Proposal (the "Maintenance Services") will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"). If Customer removes a covered device from productive use and requests cancellation of the Maintenance Services on that device, in accordance with the Provider's terms and conditions, Customer must notify Sirius by email at the following address: OPU@siriuscom.com. Should Customer fail to send the request to the address above, processing of the cancellation shall be delayed and any associated credit with the cancellation may be reduced.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.G. Sole source quote from Sirius Computer Solutions, LLC in the amount of \$18,931.60 for cloud storage and implementation services.

Information Technology

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



City of Columbus

City Hall

2424 14th St.

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 4/13/2022
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup, Computer Network Technician
RE: Backup Solution Upgrade

RECOMMENDATION:

I recommend the approval to purchase Metallic Cloud Storage Service for Commvault and Sirius implementation services with a cost of \$18,931.60.

DISCUSSION:

This would replace our current tape backup system with a cloud-based backup solution. The current backup tape system has reached end of support. This cloud-based solution would reduce personnel interaction with the backup media. This would also store the backups in a more secure offsite location in case of natural disaster.

FISCAL IMPACT:

Initial cost will be \$18,931.60. There will be a continuation cost per year for the Metallic Cloud Storage Service after the initial year.

CONCURRENCE:

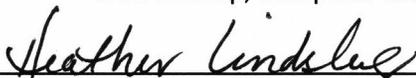
None at this time.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: 
Matt Soukup, Computer Network Technician

Approved By: 
Heather Lindsley, Finance Director

Approved By: 
Tara Vasicek, City Administrator

Statement of Work

CITY OF COLUMBUS

Commvault MediaAgent-Disk Library Install and Data Migration

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, LLC, (Sirius) and CITY OF COLUMBUS (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement 34239-CA (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.

DELIVERABLES

This SOW will produce the Deliverables outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables

Statement of Work

or provide maintenance or support services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support services SOW may be established to provide maintenance or support services to Customer.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
7. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

Service Cost

The Services will be provided for a fixed price of \$15,430.00. Upon completion of each milestone, Sirius will invoice pursuant to the payment schedule set forth below. SOW will expire one (1) year from signature date.

Task / Milestone Name	Invoice Amount
At Project Completion	\$15,430.00
Total	\$15,430.00



Statement of Work

Travel Costs

Customer will be charged for reasonable and actual out-of-pocket travel and living expenses. Upon request, Sirius will provide receipts for individual line item expenses valued at \$35.00 or greater.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Matt Soukup	msoukup@columbusne.us

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
CITY OF COLUMBUS 2424 14TH ST COLUMBUS, NE, 68601-5038

Service Locations:
CITY OF COLUMBUS 2424 14TH ST COLUMBUS, NE 68601-5038

ACCEPTANCE

Upon completion of the Services, Sirius will submit a Completion Document. Customer will return the Completion Document in accordance with its instructions within three (3) business days from the date of receipt thereof. If Customer reasonably believes that Sirius failed to substantially complete the Services in accordance with this SOW, Customer will notify Sirius in writing of its reasons for rejection of the Services or any portion thereof within three (3) business days from Customer's receipt of the Completion Document. If Sirius does not receive the signed Completion Document or written notification of the reasons for rejection within three (3) business days of Customer's receipt thereof, the absence of Customer's response will constitute Customer's acceptance of the Services and a waiver of any right of rejection.

CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

Statement of Work

NO SOLICITATION

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third-party owing no obligation of confidentiality to Sirius.



Statement of Work

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of April 12, 2022. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to richard.henke@siriuscom.com. Please note, all pages of SOW are required.

BY: CITY OF COLUMBUS	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-019947 V2
Date:	Date:



Statement of Work

EXHIBIT A

SCOPE OF SERVICES

Summary

The purpose of this project is to deploy a new Commvault MediaAgent on Cisco UCS C240 M5 server hardware and migrate backup data from the older MediaAgent to the new MediaAgent. In addition, scope of services covers configuring a cloud-based backup copy using Commvault's Metallic Cloud Storage Services.

Planning

1. Discuss scheduling and identify resources involved with the project from the Sirius and Customer teams through collaborative design/kick-off meetings. Design and kick-off meetings should include discussions regarding backup data migration scheduling.
2. Validate with Customer personnel that all assets have arrived at their destined location, have been fully inventoried and have been racked and cabled per vendor pre-installation worksheets and Sirius guidance.
3. Validate that new Cisco MediaAgent is accessible to Sirius engineering for upcoming installation and configuration tasks.
4. Both teams to develop and use pre-installation worksheets where necessary to plan IP reservations and switch port cabling for the new MediaAgent.

Services Engagement Tasks

Setup New MediaAgent

1. Columbus
 - a. Install Commvault MediaAgent Software on new Cisco UCS C240 M5 and configure within the existing CommServe Command Center/Console as a MediaAgent.
 - b. Install proper service pack.
 - c. Configure firewall settings (if necessary).
 - d. Configure local DDB using a RAID1 configuration (two drives total).
 - e. Configure cloud DDB using a RAID1 configuration (two drives total).
 - f. Configure Index Cache drives using a RAID1 configuration.

Setup New Disk Library

1. Columbus
 - a. Configure SATA DASD in a RAID5 configuration to present to Commvault.
 - b. Configure disk library on said SATA disks from within Commvault.

Prepare Old MediaAgent Shutdown and Data Migration

1. Columbus
 - a. Verify Commvault service pack.
 - b. Record list of Commvault packages.
 - c. Record associated storage policies.
 - d. Record associated client information.
 - e. Disable job activities on each client.
 - f. Stop all running jobs or wait for jobs to complete.
 - g. Migrate backup data from the old MediaAgent to the new MediaAgent.
 - h. Check for Remote Software Cache.
 - i. Copy the contents of the index cache directory on the old MediaAgent to the proper drive on the new MediaAgent.
 - j. Copy the contents of the DDB from old MediaAgent to new MediaAgent making sure to land the DDB on the proper drive on the new MediaAgent.
 - k. Set new MediaAgent as a DataPath for all Storage Policies that were associated with the old MediaAgent.
 - l. Re-enable job activities.



Statement of Work

EXHIBIT A

Prepare Metallic Cloud Storage Services

1. Configure Cloud Library within Commvault; connect to Metallic Cloud Storage Services subscription procured by the client.
2. Configure a storage policy copy to create a cloud copy on the new MCSS cloud library. Configure a selective copy with retention for 60 days, 2 cycles, weekly fulls only.

Post Migration Operations

1. Columbus
 - a. Verify new MediaAgent status.
 - b. Test backup from new MediaAgent (up to 1 backup).
 - c. Test restore from new MediaAgent (up to 1 restore).
 - d. Validate that cloud copy backup exists after a first aux copy to cloud job finishes.
 - e. Test restore from cloud library to on-prem. (up to 1 restore).

ADDITIONAL RESPONSIBILITIES

Customer Responsibilities

1. Customer will be responsible for providing adequate rack space, power and network cabling for the new Cisco UCS MediaAgent as well as racking and cabling the servers.
2. Customer is responsible for providing Twinax/Optical for 10Gb/s connections and Cat5e/Cat6 for 1Gb/s connections (switch ports and cables) for the Cisco UCS MediaAgent.
3. Customer will be responsible for both procuring the Windows operating system licensing needed for the Cisco UCS MediaAgent and installing/configuring the OS per customer's specifications.
4. Customer will be responsible for logically and physically decommissioning the older Commvault MediaAgent after migration is complete.

Knowledge Transfer

1. Knowledge transfer will happen throughout the course of the deployment. It is recommended that Customer staff will be involved during the entire process to get hands on experience with the environment through the deployment, data migration and post migration phases.

DELIVERABLES

1. Functioning hardware and/or software as outlined in the Services Engagement Tasks sections.



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2424 14TH ST
COLUMBUS, NEBRASKA 68601-5038
UNITED STATES

Client Executive:

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

Proposal Number: Q-00254054
Proposal Date: 04/11/2022
Expires: 05/10/2022
Description: Tape Replacement
Currency: USD

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

**CITY OF COLUMBUS
 2424 14TH ST
 COLUMBUS, NEBRASKA 68601-5038
 UNITED STATES**



Sirius Computer Solutions, LLC

Proposal Number: Q-00254054
Proposal Date: 04/11/2022
Expires: 05/10/2022
Description: Tape Replacement
Attn:

Headquarters:
 10100 Reunion Place, Suite 500
 San Antonio, Texas 78216
 www.siriuscom.com
 Sirius Tax ID # 74-2836721

Metallic Cloud – 12MO

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
CV-MCS-AC-TB	Metallic Cloud Storage Service for Commvault, US & Canada, Cool Tier	20	\$3,501.60
Metallic Cloud – 12MO Subtotal:			\$3,501.60
Extended Subtotal:			\$3,501.60
Total Client Price:			\$3,501.60

Proposal Comments:

Terms and Conditions:

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

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Quote, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

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

- 1. Purchase Price; Payment; Taxes.** Customer agrees to pay the total purchase price as set forth herein, plus any applicable taxes. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date may be subject to an interest charge of 1% per month, or the maximum allowed by law, whichever is less. Customer is responsible for, and shall reimburse Sirius for, all personal property, sales, use, and any other taxes of any nature whatsoever (excluding taxes based on Sirius's net income), including, but not limited to, any import duties, merchandise processing fees, and assessments, if any, that are imposed as a result of the products provided ("Products"). Any payment made by Customer shall be made without deduction or withholding for or on account of any taxes except as may be required to be deducted or withheld by applicable law. If any taxes are required to be deducted or withheld under applicable law, the amount of the payment due from Customer shall be increased to an amount which, after making any deduction for taxes, leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required. Without limiting the preceding, all tax refunds are subject to the relevant taxing jurisdictions' statute of limitations.
- 2. Payment by Third Party Leasing Company.** If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer may assign the rights to receive title to the Products to such Leasing Company, provided, however, such assignment shall not release Customer from any liability or obligation under this Proposal, and if the Leasing Company defaults on any such payment obligations owed to Sirius, Customer shall fulfill such obligations.
- 3. Freight Costs; Delivery; Risk of Loss.** Sirius will arrange for shipment and delivery of the Products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.
- 4. Installation.** Unless otherwise expressly provided in an applicable statement of work or this Proposal, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the manufacturer's installation manual, (ii) verifying that the site is suitable for the operation of the Products purchased hereunder, (iii) preparing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications, and (iv) installing and operating the Products.
- 5. Title; Security Interest; Remedy.** Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software licensor. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.
- 6. Modification; Returns.** Any change or modification of this Proposal requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. If Sirius approves a return of the Products, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation, or restocking will not exceed the

actual charge assessed by the manufacturer or vendor to Sirius.

7. Limited Warranties. Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products), or shall have the lawful right to deliver such Product (with respect to software products) to Customer, free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to, or right of possession of, the same to Customer. The products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees (i) it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and (iii) any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to Products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, to the extent a maintenance agreement is available for the Products from the manufacturer, and provided that such warranty shall only apply if the Products are installed in accordance with the specifications of the manufacturer; provided also, that Customer's exclusive recourse against Sirius for a breach of this warranty shall be, at the election of Sirius, either the repair or replacement of such refurbished Products (as necessary to qualify for such maintenance agreement) or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto. Excluding the stated warranty regarding eligibility for the relevant manufacturer's maintenance agreement, all used and/or refurbished Products are sold "as is."

As Sirius is not the manufacturer of the Products listed on this Proposal, Customer waives and disclaims any claim against Sirius based upon (i) any infringement or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party, or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or misappropriation, or any alleged infringement or misappropriation.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL BE RESPONSIBLE FOR THE BACK-UP OF ALL DATA, SOFTWARE, OPERATING SYSTEMS, SOFTWARE CONFIGURATIONS, AND NETWORKING CONFIGURATIONS IN PREPARATION FOR AND DURING THE PERFORMANCE OF SERVICES. IN NO EVENT SHALL SIRIUS BE LIABLE FOR LOSS, CORRUPTION OF, OR DAMAGE TO DATA. EACH PARTY'S LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS UNDER THIS PROPOSAL. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT. The term "Damages" shall mean any loss, liability, claim, damage, or expense (including costs of investigation and defense and reasonable attorneys' fees).

9. Applicable Law. This Proposal (including these terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

10. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS PROPOSAL WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS PROPOSAL OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Proposal, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Proposal, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

11. Confidentiality. All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

12. Export Compliance. Each party acknowledges that the export, re-export, or import into any other country of Products that are purchased from Sirius may be subject to the export/import control laws and regulations of the U.S., the country of origin of the Products, the country in which Customer resides, or other applicable countries. Such laws and regulations include, without limitation, the Export Administration Regulations issued by the U.S. Department of Commerce, Embargo and Sanction Regulations issued by the U.S. Department of Treasury, the International Traffic in Arms Regulations issued by the U.S. Department of State, and the like. Each party agrees and undertakes to comply with all applicable export/import control laws and regulations, and Customer agrees that such Products are purchased solely for internal and commercial use.

13. General. This Proposal (including these terms) represents the entire and integrated agreement and understanding between the parties with respect to the Product(s) listed above and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

Customer's use of the software subscriptions (collectively "Subscriptions") contained on this Proposal are governed by the terms below. To the extent they conflict with any other terms on this Proposal or under any referenced agreement, the terms below will control. In addition to the foregoing, while all terms of sale will be between Sirius and Customer, all terms of use for the Subscriptions contained on this Proposal will be controlled by the terms and conditions of the applicable manufacturer or software licensor related to such Subscriptions.

Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Notwithstanding any provision to the contrary above, referenced or otherwise, Customer acknowledges that the Subscriptions contained on this proposal may be adjusted by Customer through Sirius, or the manufacturer, if applicable, including but not limited to subscription renewals, extensions, and other add-ons, and Customer will be invoiced for any such adjustments. Further, Customer acknowledges that the Subscriptions may be subject to recurring billing based upon Customer's then current usage of the Subscriptions. The Subscriptions are non-cancellable, non-returnable, and non-refundable. For purposes of clarity, the termination of any referenced Agreement(s) will not terminate any active Subscriptions contained herein.

Notwithstanding any provision to the contrary above, referenced or otherwise, in no event shall Sirius be liable to Customer for any incidental, indirect, exemplary, special, consequential, or punitive damages that may be suffered or incurred by Customer or any person or entity affiliated, related, or associated with Customer, even if advised of the possibility of such damages or such damages result from the performance, attempted performance, or non-performance of the Subscriptions, including without limitation, damages resulting from use of the Subscriptions or inability to use the Subscriptions, loss or corruption of or damage to data, cost of capital, loss of business reputation or opportunity, or any claim or demand against Customer by any third party, whether under theory of contract, tort (including negligence) or otherwise. Sirius' liability for the Subscriptions to be provided hereunder or otherwise arising out of the Subscriptions to be provided hereunder, regardless of the form of action, whether under theory of contract, tort (including negligence) or otherwise, shall not exceed the equivalent of three (3) months' fees paid or payable by Customer to Sirius for the Subscriptions to be provided hereunder.

For the purposes of determining the taxability of the Subscription items, the Subscriptions will be deemed to have been delivered to the location identified as the shipping address for these Subscriptions. If the Subscriptions include any tangible items delivered as a part of the Subscriptions, these items will be considered inconsequential for tax purposes and the relevant state law will apply.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.H. Plans, specifications, estimate of cost in the amount of \$4,363,218, and authorization to advertise for bids for Lost Creek Parkway sewer extension from 10 Avenue to 63 Avenue. (Plans and specifications on file in engineering department.)

The City of **Columbus**

MEMORANDUM

DATE: April 13, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lost Creek Parkway Trunk Sewer Extension from West of 10th Avenue to 63rd Avenue

RECOMMENDATION:

I recommend approval of the plans, specifications, and HDR Engineering estimate of cost in the amount of \$4,363,218 for Lost Creek Parkway Sewer from 10th Avenue to 63rd Avenue and to authorize advertising for bids.

DISCUSSION:

The project is the next phase of the Lost Creek Parkway Sewer Study by HDR Engineering. The project is a trunk line meaning it will provide sanitary sewer service access to properties not already served south of Lost Creek Parkway and to the Farm Credit Services of American Subdivision. It will also provide access to properties located on the north side of Lost Creek Parkway/Lost Creek Flood Control within this segment in which improvements have reasonable sewer flows which will not over burden the force main. Future connections to the trunk line will have a sewer connection fee due, as this project was not placed in a sanitary extension district.

Work consists of approximately 500 lineal feet of gravity sewer; 17,400 lineal feet of force main; and two lift stations. The project force main will collect the existing lift station (No. 16 - College) force main located on the north side of Lost Creek Parkway/Lost Creek Flood Control at about 41st Avenue, which will alleviate downstream pipe flows.

Work will be in City right-of-way or property and be mostly located on the south side of Lost Creek Parkway. Construction will begin in 2022 and be completed in 2023.

The next segment of design is on Lost Creek Parkway from 63rd Avenue to US Hwy 81.

FISCAL IMPACT:

HDR estimate of cost is \$4,363,218. Part of 2021-2022 Budget CIP 20-91 in the amount of \$4,700,000. However, work will go into next fiscal year in which funds will be budgeted.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



The City of **Columbus**

Contract Drawings For
City of Columbus

LOST CREEK PARKWAY SEWER

FROM 10TH AVENUE TO 63RD AVENUE

Civil/Structural/Process/Electrical

Issued for Bid

Project No. 10326642

Columbus, Nebraska
April, 2022



I, CHRISTOPHER J. KOENIG, AM THE
COORDINATING PROFESSIONAL ON THE
LOST CREEK PARKWAY SEWER PROJECT.



LOCATION MAP



NOT TO SCALE



STATE OF NEBRASKA

INDEX OF DRAWINGS

SHEET NO	SHEET TITLE
	GENERAL
00G-001	COVER AND SHEET INDEX
00G-002	GENERAL NOTES AND QUANTITIES
00G-003	OVERALL SITE PLAN AND SHEET LAYOUT
00G-004	GENERAL SYMBOLS AND LEGEND
00G-010	STORM WATER POLLUTION PREVENTION PLAN - STA 10+00 TO STA 49+00
00G-011	STORM WATER POLLUTION PREVENTION PLAN - STA 49+00 TO STA 88+00
00G-012	STORM WATER POLLUTION PREVENTION PLAN - STA 88+00 TO STA 127+00
00G-013	STORM WATER POLLUTION PREVENTION PLAN - STA 127+00 TO STA 166+00
00G-014	STORM WATER POLLUTION PREVENTION PLAN - STA 166+00 TO STA 189+54 AND STA 200+00 TO STA 206+00
00S-001	GENERAL STRUCTURAL NOTES
00E-001	ELECTRICAL LEGEND
	SANITARY SEWER PLAN AND PROFILES
00C-001	FORCE MAIN - PLAN AND PROFILE- STA 10+00 TO STA 23+00
00C-002	FORCE MAIN - PLAN AND PROFILE- STA 23+00 TO STA 36+00
00C-003	FORCE MAIN - PLAN AND PROFILE- STA 36+00 TO STA 49+00
00C-004	FORCE MAIN - PLAN AND PROFILE- STA 49+00 TO STA 62+00
00C-005	FORCE MAIN - PLAN AND PROFILE- STA 62+00 TO STA 75+00
00C-006	FORCE MAIN - PLAN AND PROFILE- STA 75+00 TO STA 88+00
00C-007	FORCE MAIN - PLAN AND PROFILE- STA 88+00 TO STA 101+00
00C-008	FORCE MAIN - PLAN AND PROFILE- STA 101+00 TO STA 114+00
00C-009	FORCE MAIN - PLAN AND PROFILE- STA 114+00 TO STA 127+00
00C-010	FORCE MAIN - PLAN AND PROFILE- STA 127+00 TO STA 140+00
00C-011	FORCE MAIN - PLAN AND PROFILE- STA 140+00 TO STA 153+00
00C-012	FORCE MAIN - PLAN AND PROFILE- STA 153+00 TO STA 166+00
00C-013	FORCE MAIN - PLAN AND PROFILE- STA 166+00 TO STA 179+00
00C-014	FORCE MAIN - PLAN AND PROFILE- STA 179+00 TO STA 192+00
00C-015	GRAVITY SEWER AND FORCE MAIN - PLAN AND PROFILE- STA 200+00 TO STA 206+00
00C-120	LIFT STATION NO. 1 AND LIFT STATION NO.3 - SITE PLAN
00C-501	CIVIL DETAILS
00C-502	CIVIL DETAILS
00E-501	ELECTRICAL DETAILS
00Y-501	INSTRUMENTATION AND CONTROL DETAILS
	SERIES-01 LIFT STATION NO. 1
01D-501	LIFT STATION NO. 1 - PLAN AND SECTION
01E-101	LIFT STATION NO. 1 - ELECTRICAL SITE PLAN
01E-601	LIFT STATION NO. 1 - ELECTRICAL ONE-LINE AND GROUNDING DIAGRAMS
01Y-601	LIFT STATION NO. 1 - PROCESS AND INSTRUMENTATION DIAGRAM
	SERIES-03 LIFT STATION NO. 3
03D-501	LIFT STATION NO. 3 - PLAN AND SECTION
03E-101	LIFT STATION NO. 3 - ELECTRICAL SITE PLAN
03E-601	LIFT STATION NO. 3 - ELECTRICAL ONE-LINE AND GROUNDING DIAGRAMS
03Y-601	LIFT STATION NO. 3 - PROCESS AND INSTRUMENTATION DIAGRAM

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

14. RESOLUTIONS

14.A. Resolution No. R22-46 accepting proposal from American Legal Publishing for recodification of Columbus City Code at a base cost of \$11,795.

RESOLUTION NO. R22-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PROPOSAL FROM AMERICAN LEGAL PUBLISHING FOR RECODIFICATION OF THE COLUMBUS CITY CODE AT A BASE COST OF \$11,795, 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.

WHEREAS, the last time the City of Columbus revised and recodified its municipal code was on September 19, 2005 (approved by Ordinance No. 05-47); and

WHEREAS, American Legal Publishing is willing to provide comprehensive services for a municipal code recodification, which will include incorporating all permanent ordinances; creating an index and tables as needed; formatting the pages into a new typestyle, including single column print; printing complete copies of the entire code book; legal review and written report concerning inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes; and

WHEREAS, the base cost for this agreement is \$11,795.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the proposal from American Legal Publishing for recodification of the Columbus City Code at a base cost of \$11,795, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

CITY CLERK'S OFFICE

Phone (402) 562-4224 • Fax (402) 563-1380

DATE: April 12, 2022
FROM: Janelle Kline, City Clerk
TO: Mayor and City Council
RE: Recodification of City Code

RECOMMENDATION:

I recommend approval of the proposal from American Legal Publishing for recodification of the city code at a base cost of \$11,795 over a two-year period.

DISCUSSION:

The Columbus City Code was last recodified in 2005 and it is recommended a recodification be conducted every ten years. The City Attorney, City Administrator, and myself have met with department heads to review the code and have determined there is a significant amount of updates that need to be made. American Legal has provided the city excellent codification services since 1999 and have submitted a proposal at a base cost of \$11,795 over a two-year period. The services include a complete review and update by American Legal's 16 attorneys along with their highly-skilled and professional staff; user-friendly, searchable web hosting that provides a direct link from the city's website; supplements; ten hard copies utilizing the current binders; and other services as identified in the proposal.

FISCAL IMPACT:

Will be paid from the General Fund – Professional Services.

SIGNATURE:

By: Janelle Kline

Approved: [Signature]



Ordinance Recodification Proposal

Columbus, Nebraska



American Legal Publishing Corporation
525 Vine Street, Suite 310 Cincinnati, Ohio 45202
www.amlegal.com

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.9529

Table of Contents

	Section
Cover Letter.....	1
Business Profile.....	2
Experience/Qualifications.....	3
Description of Services.....	4
Internet Features.....	5
Pricing.....	6
Agreement.....	7
Sample Legal Review Report.....	attachment



AMERICAN LEGAL
Publishing Corporation

February 24, 2022

Ms. Janelle Kline
City Clerk
2424 14th Street
Columbus, NE 68602

Dear Ms. Kline:

It was nice to have spoken with you today. Based on our conversation, I researched the current situation with your Columbus Municipal Code. I have drafted the following cost proposal for the recodification (including a full legal review) of the City of Columbus City Code.

Our recodification process includes incorporating all permanent nature ordinances, creating an index and tables as needed, formatting the pages into a new typestyle, including single column print, and printing complete copies of the entire code book. It also includes a legal review and written report by one of our staff attorneys. The review will uncover inconsistencies between sections in the code and inconsistencies with the code and state and federal statutes. A sample of a legal review report is provided for your review.

As a partner of the LEAGUE OF NEBRASKA MUNICIPALITIES (LONM) Ordinance Codification Program we are the most qualified company to handle such a project. Our familiarity with Nebraska cities such as Columbus, have lead us to be the top producer of Codes within Nebraska.

American Legal Publishing works with over 3,500 clients across the United States. Some of our clients across the country include Bellevue, Columbus NE, Los Angeles, Chicago, Dallas, Boston, Philadelphia, New York and Honolulu.

Should you have any questions about the proposal, please do not hesitate to call me.

Best Regards,

Colleen T. Engle
Codification Consultant
cengle@amlegal.com
714.348.952

2. BUSINESS PROFILE

American Legal Publishing 525 Vine Street, Ste 310 Cincinnati, OH 45202 PH: 800-445-5588 Fax: 513-763-3562 www.amlegal.com	Contract Manager: Ray Bollhauer, Esquire President Email: rbollhauer@amlegal.com
--	--

American Legal Publishing began as the codification division of the Anderson Publishing Company of Cincinnati in 1934. We became a separate corporation in 1979. In 2006, American Legal Publishing became an independent employee owned corporation. We are extremely proud of our employee-owned status, unique in our industry. Our employees are self-motivated, knowing that the quality of each project enhances their future, as well as that of the government client.

- American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our ability to service large clients (**Bellevue, New York, Los Angeles, Chicago, Philadelphia, Cleveland, etc.**), and yet provide excellent service and products to the smaller Villages, Towns, Cities and Counties across the nation, separates us from many other Codifiers.
- We are the codification consultants to the International Municipal Lawyers Association and have produced publications for numerous state municipal leagues, including Nebraska.
- American Legal employs a highly skilled and professional staff, including 16 staff members with law degrees - the largest in the industry. The legal reviews that these attorneys are able to execute is what allows us to provide a high-quality product. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.
- American Legal offers a full-range of codification services, including:
 - Editing and updating municipal codes
 - Legal research/review and analysis of codes
 - Subscriber sales of codes in print and on electronic media
 - Hosting of municipal codes on the Internet
 - Roberts Rules of Order 11th Ed. on CD in a fully indexed search program
 - Meeting Minutes imaging and hosting online in a searchable format

- American Legal works quickly to put new codes online. We have the flexibility to update online and printed codes on any schedule our clients require, including as new ordinances are adopted.
- The hosted municipal codes located on our webserver are fully searchable and are easy for the general public to use, but also has advance features to assist legal professionals and city staff.
- The hosted municipal codes located on our webserver are available for use on **smartphones** and **tablets** such as **iPads**.
- American Legal is exclusively an ordinance codification company. It is our sole focus. We are dedicated to continual improvement of our expertise, procedures, product and staffing to ensure the premium level of service that has earned us the respect and business of America's premier cities and Municipal Associations. We are not distracted by other ventures. We do one thing, and we make every effort to do it as well as it can be done.

Municipal and County Leagues Affiliations

American Legal's commitment to quality has led to affiliations with Municipal and County leagues across the country. Municipal Associations across the nation seek our expertise in municipal law and government, our advanced technology programs, and our unsurpassed customer service. We are extremely proud, that by allowing us to serve their members in their name, they show the greatest confidence in our services, reputation and integrity. We work hard every day to continue to earn that respect.

We serve as the Information Management Consultant to the following Leagues:

League of Wisconsin Municipalities
Ohio Municipal League

We serve as the Codification Consultant for the following:

League of Arizona Cities & Towns	Association of Arizona Counties
League of Oregon Cities	North Carolina League of Municipalities
League of Minnesota Cities	League of Nebraska Municipalities
Indiana Association of Cities & Towns	League of Kansas Municipalities

We work with the following Leagues to publish model or basic codes:

League of Nebraska Municipalities
South Dakota Municipal League
Virginia Municipal League
League of Minnesota Cities

We have produced publications for the following Leagues:

League of Wisconsin Municipalities
League of California Cities
Virginia Municipal League

3. EXPERIENCE/QUALIFICATIONS

- (1) **Years in Business:** American Legal Publishing has been in the ordinance codification business since 1934 as part of the Anderson Publishing Company. We became a separate corporation in 1979. We became an independent employee-owned corporation in 2006.
- (2) **Size and Experience:** American Legal is the choice of the top cities in the country. We currently serve over 3,500 local government clients across the country. Our clients include the Cities of Bellevue, New York, Los Angeles, Chicago, Philadelphia, Cleveland, Boston, Albuquerque, Honolulu, San Francisco, and many others. We are the codification consultants to the International Municipal Lawyers Association and numerous state municipal leagues, including the League of Nebraska Municipalities.
- (3) **Project Attorneys:** American Legal employs 16 attorneys, including the company President, Executive Vice President (Editor in Chief), the Vice President of Client Relations, and the Vice President of Major Client Services.

STEPHEN G. WOLF - CEO

- Qualifications:*
- J.D., University of Cincinnati College of Law
 - B.B.A., Management, University of Cincinnati
 - Former City Law Director of an Ohio city, former Mayor and council person; with 35 years' experience as an elected city official
 - Member, International Municipal Lawyers Association (IMLA)
 - 37 years with American Legal

RAY G. BOLLHAUER - PRESIDENT

- Qualifications:*
- J.D., University of Cincinnati College of Law
 - B.A., Economics, University of Cincinnati
 - Past President and Trustee of local community Council
 - Twenty years with American Legal
 - Federal Bar member
 - Presenter throughout the country regarding codification (Institute for Local Government Drafting Seminar at Tulane Law School; Milwaukee Bar Association, Ohio Municipal Clerks Association; Kent State Clerks Certification Program; League of Wisconsin Municipal Attorneys Association; North Carolina City and County Clerks Association at UNC; Arkansas County Clerks Association; Southwest Ohio Clerks Association; Ohio Municipal League; International Municipal Lawyers Association (New Orleans and Portland, OR); Queen City Chapter of the National Parliamentarians Association; and the International Institute of Municipal Clerks Association conferences)

CYNTHIA POWELEIT - EXECUTIVE VICE PRESIDENT, EDITING

- Qualifications:*
- Editor-in-Chief, oversees all aspects of code editing
 - J.D., Salmon P. Chase College of Law, Northern Kentucky University
 - B.A., English, Denison University.
 - Twenty-three years with American Legal Publishing.

Role: Oversees editing of new code and legal reviews

AMY OAKS - SUPPLEMENT EDITING DIRECTOR

- Qualifications:*
- Experience in editing and overseeing production of thousands of supplements
 - B.A., English, Northern Kentucky University
 - Fourteen years with American Legal

Role: Oversee supplement editing

SARAH CRABTREE BAUER – DIRECTOR OF ELECTRONIC PUBLISHING

- Qualifications:*
- Manages American Legal's CD-ROM and Internet publishing Department
 - Project manager for high level clients
 - B.A., English, Northern Kentucky University
 - M.A., English, University of Cincinnati
 - Eleven years with American Legal

Role: Responsible for production of codes online; primary technical contact for the city

Project Support Staff: American Legal employs 36 staff members. Our editorial support staff consists of experienced editors skilled in the multiple disciplines required in providing codification services: editing, computer operation, proofreading and indexing. Our typical editor has a college degree in English or Law.

4. DESCRIPTION OF SERVICES:

American Legal Publishing will:

- (1) Examine the city's prior code of ordinances and all ordinances or resolutions provided by the city and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutory citations;
 - Apparent conflicts with prominent federal case law; and
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the city should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) At the option of the city, hold a conference with municipal representatives to review the report. The city will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.
- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the city finds to be pertinent.

- (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
- (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the city with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the city, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the city's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The city will be billed for the travel expenses of the American Legal staff attorney. The city may present changes to pages of the draft at the conference. After the final conference, any further changes, additions, or deletions shall be made in the future supplements to the Code. When the draft, and any changes thereto made by the city, is returned to the Publisher, such return of the draft shall be deemed final authorization by the city to publish the Code as returned. If additional conferences are requested by the city which require the travel of a member of the staff of the Publisher, then the city shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the city, within 3 months of receipt of the corrected draft, up to 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
- (10) Provide a sample adopting ordinance to the city.

Web Hosting:

Post the Code online in a fully indexed searchable database. American Legal Publishing's technical team will convert the electronic version of the code documents into a fully indexed and searchable format. All of our codes contain an electronic table of contents and extensive hypertext linking (for the table of contents, cross-references, chapter analyses and title analyses). The fully indexed code will allow users to perform fast searches of the entire code at once. Typically PDF posted documents only allow chapter/title searches one by one and do not allow for synonym searches, which is a critical element to our online codes.

Users can search for words, phrases, section numbers – anything they want. Our codes also offer an electronic table of contents that allows users to navigate and browse the code, as well as a hypertext linking feature that allows users to connect or “jump to” related pieces of information (such as cross-references).

To assist city staff and private citizens in reaping the full benefits of the extensive search capabilities, American Legal has developed a convenient, online tutorial providing clear, simple instructions on making full use of our online database. This Web Demonstration video is conveniently located on our website at <http://www.amlegal.com/codification-services/electronic-publishing> Scroll to the bottom of the page and click PLAY.

American Legal's website with over 1000 codes for municipalities nationwide, allows users the ability to print, save and email material (such as one section, one chapter or an entire code) from our website with just a few clicks of the mouse. Users are also able to set links to specific chapters or sections of the code for faster, repeat lookups.

Future Supplements:

Online supplements. American Legal's editors can update the online Code as often as the city desires – including weekly or whenever new legislation is adopted and provided to American Legal. The online code will state on the front page what the most recent legislation is that has been included in the Code. Each section amended will include a history with the legislation number and adoption date.

Paper supplements. The printed version of the Code in loose-leaf format can be updated weekly as well, or on any other schedule chosen by the city, such as monthly, quarterly, every six months or annually. Supplements will include Instruction Pages with information on which pages in the Code are to be replaced.

New Legislation Online:

American Legal can post new ordinances on the internet with a link to the full text of the ordinance until they are incorporated into the Code. Ordinances can be linked in an Ordinance List or at the code sections they amend. Once the online code is updated, the list can be updated to remove ordinances from the list that have been incorporated into the code, or the ordinances can remain permanently.

Model Ordinance Service:

You can simultaneously search nearly 1000 municipal and county codes on our website for model language **at no cost**. You may search one code at a time, all codes in a state, or all online codes at once. And, it's all for free! Most codifiers do not provide this service to their clients.

Please note, that many other publishers permit a free search of only one code at a time, requiring a paid subscription to search multiple cities simultaneously. While they may offer to waive the subscription fee for city staff, your citizens (including law firms, developers, realtors, etc.) will be restricted to single code searches or forced to pay a subscription fee.

Our Web hosting service offers:

An on-line **Internet query template** that allows our clients to search ALL the Codes in our Internet collection.

We have a **single viewer** for all devices. So no matter what type of a device you are working from, the screens will be the same. Many competitors do not have this advanced technology and thus you get a different screen if on a phone vs a personal computer.

A **Quick Search** feature, as well as an **Advanced Search** feature (with **Boolean** searching, exact phrase searching and other features) so that users can choose the type of search they want to perform.

A **specially-designed interface** that allows you to see the text of your document, the table of contents, the query dialog box, and a ranked hit list at the same time. Our specially-designed interface allows you to quickly and easily access the portion of the document you need to utilize (whether it's the table of contents, the search feature or the document itself). *We can also customize the look and feel of the site in case you want to develop a unique appearance for your document.*

Easy-to-use navigation options that allow you to move from search hit to search hit, and from document to document (both forward and backward) **without having to return to a results list to move to the next search find.** This feature is available in both the desktop and mobile view versions.

The ability to **print individual chapters or sections** of the document and the ability to **download** the document into numerous formats such as RTF (Word), PDF, HTML, EPUB and MOBI.

American Legal applies **Google Translate** features to the online Code.

Internal **hypertext links** to other sections of the code that are cross-referenced

5. INTERNET FEATURES

The American Legal Publishing Difference

Online Features:	Many features are included in current annual hosting fee at no additional cost	Price:
PC, Tablet, Smart Phone versions	Frames version for PC; ADA Compliant View and Mobile View available for mobile devices.	Included
Multiple Search formats	<ol style="list-style-type: none"> 1. Quick Search Box 2. Advanced Search Template 3. Boolean Search Field 	Included
Automatic Stem Searches (finds plurals of words)	<i>Dog finds dog and dogs</i> <i>Fence finds fence, fences, fencing and fenced</i>	Included
Synonym Searches	<i>Grass finds grass, turf, lawn</i> <i>Garbage finds garbage, litter, trash, rubbish</i>	Included
Continuous Next Hit feature	You can go through all hits without having to go back to the Results List for each chapter	Included
Search Results List	Advance searches lists results in order of relevancy; Quick searches lists results in order as found in the document	Included
Table of Contents expands and links to sections	View and navigate the TOC while also viewing code text and option to view TOC, Document and Search Results at same time	Included
Download text in multiple file choices from the web	Can download into RTF (for MS Word), HTML, TXT, PDF, MOBI and EPUB (can also use copy/paste feature)	Included
Email text in multiple file choices from the web	Can email text RTF (for MS Word), HTML and TXT (actually attaches text, not just a link to the code)	Included
Cross-references hyperlinked	Cross-references to other sections, including Penalty references are hyperlinked	Included
Color Graphics	Yes - if provided in color by the city	Included
Static Links to specific sections can be set	Ability to links to titles, chapter or individual sections in the code	Included

Scrolling tables - static header	The titles of table columns remain visible as you scroll through tables	Included
Limit searches to specific sections	Use TOC feature to limit search to chapters or sections (or expand search to other municipal codes)	Included
Electronic format	Online document flows uninterrupted; no page breaks or page numbers to interrupt the text	Included
Search over 1000 municipal codes	Free access to all codes we publish online; no need to subscribe to any service	Included
Translation into other languages	Apply Google Translate to the Code	Included
Online help features	Use online help features or contact our technical service reps via email or toll-free phone number	Included
OPTIONAL ONLINE SERVICES:		
Archive of prior versions of code online	Prior versions of the code may be hosted online for research and comparison purposes.	
New Ordinance List Service (Advance Legislation Notice)	Ordinances not yet codified listed with link to full text of ordinances(ordinances removed from list once they are codified)	
New Ordinance Notification	Notice posted at beginning of code section with link to ordinance that will amend that section (ordinances removed from code once they are codified)	
Comprehensive Ordinance List	New ordinances added to list of all ordinances codified and remain even after code is updated	
Ordinances History Links within code section histories	As new ordinances are added to the code section history list, links to the original ordinance can be set	
Definition Links	Defined terms in the code can be hyperlinked directly to their definition (See Cary, NC Land Development Ord)	
Searchable CD-ROM version provided	Searchable CD version of the code can be provided	

6. PRICING

American Legal Publishing proposes to recodify the municipal code for the City of Columbus, NE at the following price:

- | | |
|--|-----------|
| I. Base Cost* | \$11,795. |
| <i>*The actual page count may vary from the estimate or you might add new ordinances during the codification process. If the page estimate is low, the cost will be higher than the initial base cost.</i> | |
| Includes | |
| 1. Number of Copies of Columbus's Code (includes divider tabs) | up to 10 |
| 2. Legal Analysis | |
| 1. Research Internal Consistency | |
| 2. Research State Law Consistency | |
| 3. Legal and Editorial Research and Report | |
| 3. Special Features | |
| 1. Tables of Special Ordinances | |
| 2. Parallel References | |
| 3. Comprehensive Index | |
| 4. Tabular Matter (Tables, Charts, Graphs) | |
| 4. Estimated Number of Pages | |
| 8 ½" x 11" Format | |
| Single column (12 point type) | 600 pages |
| 5. Data converted to searchable electronic format | Included |
| 6. Phone and email support with American Legal Publishing | Included |
| 7. Remote user training session | Included |

II. Variable Cost

- | | |
|---|-------|
| 1. Per Page Increase Rate
8 ½" x 11" Format
Single Column | \$21. |
| 2. Freight/Shipping
UPS Ground | TBD |

III. Time to Completion

- | | |
|---|------------|
| Number of Months until Draft | 3-7 months |
| Number of Months until Completed Code (after return of draft) | 1-3 months |

IV. Optional Services that may be ordered:

- | | |
|--|-------------|
| a. Supplement Service – printed pages | |
| i. 8 ½" x 11" Format | |
| ii. Single-column | \$20./page |
| b. Online Code updates | \$1.95/page |
| c. Code hosted on American Legal website | \$495./yr |

V. Terms (can be budgeted over two fiscal years)

- i. Forty Percent (40%) due upon acceptance of this agreement.
- ii. Forty Percent (40%) within 30 days of receiving the draft manuscript.
- iii. Balance 30 days after receiving delivery of the completed code.

American Legal Publishing Corporation
525 Vine Street, Ste 310
Cincinnati, Ohio 45202

City of Columbus
2424 14th Street
Columbus, NE 68602

CODIFICATION AGREEMENT

February 24, 2022

Whereas the League of Nebraska Municipalities ("League") has contracted with American Legal Publishing Corporation ("Publisher") to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore

The City of Columbus, a municipal corporation in the State of Nebraska ("Municipality") and American Legal Publishing Corporation, ("Publisher"), an Ohio corporation, agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutes and administrative regulations;
 - Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.

- (7) Deliver to the Municipality, within 3-7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, up to 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single column
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high quality paper
 - (d) Divider tabs will be provided for use in customer binders
- (10) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher). (If the Municipality provides meeting minutes to the Publisher to review for legislation contained therein rather than actual ordinances or resolutions, there will be an additional charge of \$45.00 an hour to extract ordinances or resolutions from the minutes for use in the new code.)
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

(3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

(4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$11,795.00 for its services set out in Section I, payable as follows:

Forty percent (40%) due upon acceptance of this agreement;
 Forty percent (40%) within 30 days after submission of the manuscript and invoice;
 The balance 30 days after receiving final delivery of the printed Code books plus invoice.

(b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single-column page	600	\$21. per page

(5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. ONGOING SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format:

(a) Single-column format

(2) Five year supplemental service plan:

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality, up to 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$20. per reprinted single column page.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

3. Pay to the Publisher the sum of \$1.95 per online updated page.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(3) Code Hosted on American Legal Publishing website \$495 per year _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by May 31, 2022, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF COLUMBUS, NEBRASKA

AMERICAN LEGAL PUBLISHING CORPORATION

By _____

By _____

Title _____

Title _____

Date _____

Date _____

14.B. Resolution No. R22-47 terminating the Highways 30/64 connector interlocal agreement and disbanding the 30/64 Corridor Steering Committee.

RESOLUTION NO. R22-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TERMINATING THE HIGHWAYS 30/64 CONNECTOR INTERLOCAL AGREEMENT AND DISBANDING THE 30/64 CORRIDOR STEERING COMMITTEE; 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.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the termination of the Highways 30/64 Connector Interlocal Agreement and disbanding the 30/64 Corridor Steering Committee is hereby approved and the mayor is authorized, directed, and empowered to the 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: April 6, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: US30/64 Connector Steering Committee and Interlocal Agreement

RECOMMENDATION:

Recommendation to approve the Resolution, approving the Platte County Resolution 22-06 which is the termination of the 30/64 Interlocal Agreement and disbanding the 30/64 Steering Committee.

DISCUSSION:

Attached are minutes of the March 23, 2022, 30/64 Steering Committee from Platte County. The minutes note that Colfax County and Polk County are not interested in moving forward on the project or expend additional public funds. Butler County was not represented at the meeting, nor did they respond to meeting invites from the county. The minutes also note that the 30/64 Highway Connector Traffic Study, by Iteris, projected a 2040 volume of 2,360 average daily traffic and, along with the projected large project cost, which is in the tens of millions of dollars, that it therefore does not provide an acceptable benefit-to-cost ratio. Based on the information above, it was a consensus of all stakeholders at the committee meeting to disband and terminate the Interlocal Agreement.

Attached is the Platte County Resolution 22-06. Platte County is scheduled to act on this resolution at their April 12, 2022, board meeting.

FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

30/64 CORRIDOR STEERING COMMITTEE

The Steering Committee for the 30/64 Corridor met on March 23, 2022 at 10:30 AM in the Highway Department Conference Room. Present were Ron Pfeifer representing Platte County, Tara Vasicek and Rick Bogus representing the City of Columbus, Carl Grotelueschen representing Colfax County, Mike Boss from Polk County, Mark Mainelli and Jane Cromwell of Platte County. Butler County representative was not at the meeting.

Rick Bogus reported that he had received an estimate for a preliminary environmental impact and feasibility study from a consulting engineer. This study would be the next step if federal grant funds or federal aid is anticipated. The estimate was \$ 474,000 for the study which does not include the full NEPA assessment necessary for the project.

Tara Vasicek indicated that based on the Traffic Study that the volume for the proposed corridor based on 2040 build would be 2,360 ADT and the large project cost. City of Columbus position is that the low volume does not support moving forward with the project at this time.

Carl Grotelueschen stated that Colfax County is not willing to contribute any more funding to the project as it would not benefit Colfax County.

Mike Boss indicated that he did not have support for the project from other Polk County officials.

Mainelli stated that Platte County and Colfax County will continue to improve the roads in the area north of the river on the County line for possible future development.

Cromwell reported that of the \$45,000 that was pledged for the project, \$23,500 was spent for the traffic study and only that amount was billed to the other agencies, therefore, there is not a need to refund any funds held by Platte County.

It was the consensus of those present serving on the committee that the committee be disbanded and that no further public funds be spent on this project at this time. This recommendation will be presented to the Boards for formal action to disband the committee.

Jane L. Cromwell, Chairman

RESOLUTION 22-06

WHEREAS, An Interlocal Agreement was made and entered into, between Platte County with the City of Columbus, Colfax County, Polk County and Butler County all Nebraska political subdivisions in Nebraska, date September of 2020, and

WHEREAS, the purpose of the Interlocal Agreement was to appoint a committee of the members to study the possibility of a corridor between Nebraska State Highways 30 and 64 to carry large volumes of traffic, and

WHEREAS, said committee has engaged the services of an engineering firm and has reviewed the results of the prepared T US 30/64 Highway Connector Traffic Study dated September 2021, and

WHEREAS, the committee members deem that the projected Average Daily Traffic and large project cost does not support moving forward with additional public funds for a Feasibility/ Environment Study,

NOW, THEREFORE, IT IS AGREEMENT AMONG THE PARTIES that the Interlocal Agreement be terminated, that the Steering Committee be disbanded, and that the additional public funds pledged by the Interlocal Agreement will not be allocated to this project.

Executed by the parties as of the dates indicated below:

PLATTE COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

BUTLER COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

COLFAX COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

BUTLER COUNTY, NEBRASKA by:

Attest:

Chairman of the Board Date

County Clerk

Approved as to form:

County Attorney

CITY OF COLUMBUS, NEBRASKA by:

Attest:

Mayor Date

City Clerk

Approved as to form:

City Attorney

14.C. Resolution No. R22-48 approving contract with B-D Construction, Inc. in the amount of \$1,802,494 for Station No. 2, Charlie Louis Fire Station Addition Project.

RESOLUTION NO. R22-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$1,802,494 FOR STATION NO. 2, CHARLIE LOUIS FIRE STATION ADDITION PROJECT.

WHEREAS, the City of Columbus received bids for Station No. 2, Charlie Louis Fire Station Addition project on April 12, 2022, with B-D Construction, Inc. submitting the only bid in the amount of \$1,802,494, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the bid from B-D Construction, Inc. in the amount of \$1,802,494 for Station No. 2, Charlie Louis Fire Station Addition project is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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: April 13, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Station No. 2, Charlie Louis Fire Station Renovation and Addition

RECOMMENDATION:

I recommend award of the bid for the above-referenced project to the lowest bidder, BD Construction, in the amount of \$1,802,494 which is the Base Bid, Alternate No.1 and Alternate No.2. Attached is a bid tab showing the two bids received and a recommendation letter from WSKF Architects. Architect's estimate of probable cost was \$1,813,601.

DISCUSSION:

Base bid improvements include the addition of four bunkrooms and gear and storage areas; renovated dayroom, kitchen, and living areas; and related building and site renovations. Improvements including a separate police report writing area, security, and IT improvements. Alternate bid items include replacement of the concrete apron (No. 1) and bay doors (No. 2).

Construction would begin this fiscal year in 2022 and be completed in 2023.

Design, bidding, and construction phase services by WSKF Architects of North Kansas City, Missouri.

FISCAL IMPACT:

Part of 2021-2022 budget CIP 20-21 in the amount of \$1,576,350. Additional funding for next fiscal year will be in the 2022-2023 budget.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: 



110 Armour Rd
North Kansas City, MO 64116
p. 816.300.4101
wskfarch.com

April 13, 2022

Mr. Rick Bogus, P.E.
City of Columbus Engineer
2424 14th Street
Columbus, NE 68602-1677

**Re: Charlie Louis Fire Station, Renovation/Expansion
Columbus, NE**

Dear Mr. Bogus,

As you are aware, competitive bids were received for the reference project yesterday. The low bid for the project was submitted by B-D Construction, Inc., 2154 East 32nd Avenue, Columbus, NE.

The Base Bid amount from B-D Construction was \$1,708,000.00; the Architect/Engineer's cost estimate was \$1,813,601.00. B-D's bid is \$105,601 below the estimate.

Two alternate bids were requested and presented by B-D; 1) Alternate #1 – \$37,782 (concrete apron removal and replacement, A/E Estimate of \$65,074) and 2) Alternate #2 - \$56,712 (overhead door replacement – 3 doors, A/E Estimate of \$51,893). The total amount of these two alternates is \$94,494.

Based on the favorable Base Bid and Alternate Bids, WSKF Architects, Inc., recommends the City of Columbus:

- 1) Approve B-D Construction, Inc. as the General Contractor for the project
- 2) Approve the Base Bid & Alternates (2) from B-D Construction in the amount of \$1,802,494

As you may recall, B-D Construction was the General Contractor for the construction of Station #1. WSKF Architects enjoyed a good working relationship with B-D during the construction of Station #1 and would look forward to partnering on the Charlie Louis Fire Station.

Respectfully,

WSKF, Inc.

A handwritten signature in black ink, appearing to read 'R. Kuhl', written over a white rectangular background.

Rick Kuhl, RA NCARB

cc: file

CITY OF COLUMBUS

BID TABULATION

STATION #2 CHARLIE LOUIS FIRE STATION ADDITION

BID OPENING: APRIL 12, 2022 AT 2:00 P.M.

	Contractor: B-D Construction, Inc. 2154 East 32nd Avenue Columbus, NE 68601	Contractor: Bierman Contracting, Inc. 2560 E 29th Avenue POB 1887 Columbus, NE 68602-1887	Contractor:
	Bid Bond: X	Bid Bond:	Bid Bond:
Description	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
Base Bid	\$ 1,708,000.00	\$ 2,017,000.00	
Unit Price #1 Removal of unsatisfactory soil & replace with satisfactory soil	\$15.00 per unit	\$39.00 per cubic yard	
Alternate No. 1 Concrete Apron Replacement	\$ 37,782.00	\$ 49,000.00	
Alternate No. 2 Overhead Door Replacement	\$ 56,712.00	\$ 46,000.00	
Total Base Bid	\$ 1,708,000.00	\$ 2,017,000.00	

FINAL COMPLETION DATE	Complete work within 365 calendar days	Complete work within 380 calendar days	
------------------------------	---	---	--

14.D. Resolution No. R22-49 approving contract with Koch Excavating Co. in the amount of \$96,223.89 for lake restoration at Quail Run Golf Course.

RESOLUTION NO. R22-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO KOCH EXCAVATING CO. IN THE AMOUNT OF \$96,223.89 FOR QUAIL RUN GOLF COURSE LAKE RESTORATION 2022.

WHEREAS, the City of Columbus received bids for Quail Run Golf Course Lake Restoration 2022 on April 12, 2022, with Koch Excavating Co. submitting the lowest bid of \$96,223.89 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Koch Excavating Co. in the amount of \$96,223.89 for Quail Run Golf Course Lake Restoration 2022 is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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: April 13, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Quail Run Golf Course Lake Restoration 2022

RECOMMENDATION:

I recommend award of the bid for the above-referenced project to the lowest bidder Koch Excavating Co. in the amount of \$96,223.89. Attached is a bid tab showing the four bids received. FEMA amount approved is \$179,700.

DISCUSSION:

Work includes 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 west of the Transfer Station. Once the material dries, the earthen material will be removed from this site and placed on City owned property by the Public Works and Public Property Departments.

Construction would begin around November 1, 2022, in which the golf course would be closed at that time to allow the work to be done safely. The major of the work will be done by the end of this year; however, final grading and seeding would need to be completed in spring 2023. The contractor access will be limited between the lake and temporary deposit location to limit damage to the course and cart paths.

Project was approved by FEMA and in accordance with the City-FEMA agreement. Design internally by the Engineering Department.

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]

CITY OF COLUMBUS

BID TABULATION

QUAIL RUN GOLF COURSE LAKE RESTORATION 2022

BID OPENING: APRIL 12, 2022 AT 2:00 P.M.

Contractor: Koch Excavating Co. 5211 Howard Blvd Columbus, NE 68601 Cashier Check: X	Contractor: B-D Construction 2154 East 32nd Avenue Columbus, NE 68601 Bid Bond: X	Contractor: Blade Master G.M., Inc. PO Box 167 Bennington, NE 68007 Bid Bond: X	Contractor: CDS Enterprise PO Box 464 Arlington, NE 68002 Bid Bond: X
---	--	--	--

Description	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	\$ 96,223.89	\$ 118,590.00	\$ 172,793.50	\$ 189,889.00
Total Base Bid	\$ 96,223.89	\$ 118,590.00	\$ 172,793.50	\$ 189,889.00

START DATE	November 1, 2022			
FINAL COMPLETION DATE	April 20, 2023			

14.E. Resolution No. R22-50 approving contract with Midwest Coatings Company, Inc. in the amount of \$78,202.80 for 2022 armor coat surfacing improvements.

RESOLUTION NO. R22-50

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO MIDWEST COATINGS COMPANY, INC. IN THE AMOUNT OF \$78,202.80 FOR ARMOR COAT SURFACING IMPROVEMENTS 2022.

WHEREAS, the City of Columbus received bids for Armor Coat Surfacing Improvements 2022 on April 12, 2022, with Midwest Coatings Company, Inc. submitting the lowest bid of \$78,202.80 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Midwest Coatings Company, Inc. in the amount of \$78,202.80 for Armor Coat Surfacing Improvements 2022 is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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: April 13, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Armor Coat Surfacing Improvements 2022

RECOMMENDATION:

I recommend award of the bid for the above-referenced project to the lowest bidder, Midwest Coatings Company, Inc., in the amount of \$78,202.80 for the base bid. Attached is a bid tab showing the two bids received. Engineer's estimate of probable cost was \$80,000.

DISCUSSION:

Surfacing includes the parking lots of:

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

Base bid is for aggregate surfacing. Work would be coordinated with respective location events with a projected start in July 2022 and be completed about one week from starting work. City forces will clean and prep the parking lots and paint stripe the Bradshaw Park lot which will provide for additional stalls.

Design and Construction Observation by the Engineering Department.

FISCAL IMPACT:

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

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

CITY OF COLUMBUS

BID TABULATION

ARMOR COAT SURFACING IMPROVEMENTS 2022

BID OPENING: APRIL 12, 2022 AT 2:00 P.M.

	Contractor: Midwest Coatings Company, Inc. 1425 280 Street Modale, IA 51556	Contractor: TOPKOTE, Inc. 43439 SD HWY 50 Yankton, SD 57078	Contractor:
	Bid Bond: X	Bid Bond: X	Bid Bond:
Description	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
PROJECT A	\$ 19,546.80	\$ 27,219.54	
PROJECT B	\$ 21,762.00	\$ 30,304.28	
PROJECT C	\$ 36,894.00	\$ 51,376.07	
ALTERNATE BID	Add .35 per square yard	Add \$1.42 per square yard	
Total Base Bid	\$ 78,202.80	\$ 108,899.89	

START DATE	July 25, 2022	May 1, 2022	
SUBSTANTIAL COMPLETION DATE	July 29, 2022	June 1, 2022	
FINAL COMPLETION DATE	July 29, 2022	June 1, 2022	

14.F. Resolution No. R22-51 approving contract with Midlands Contracting, Inc. dba Johnson Service Co. in the amount of \$162,776.65 for 2022 sanitary sewer rehabilitation.

RESOLUTION NO. R22-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO MIDLANDS CONTRACTING, INC. DBA JOHNSON SERVICE CO. IN THE AMOUNT OF \$162,776.65 FOR SANITARY SEWER REHABILITATION 2022.

WHEREAS, the City of Columbus received bids for Sanitary Sewer Rehabilitation 2022 on April 12, 2022, with Midlands Contracting, Inc. dba Johnson Service Co. submitting the only bid in the amount of \$162,776.65, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the bid from Midlands Contracting, Inc. dba Johnson Service Co. in the amount of \$162,776.65 for Sanitary Sewer Rehabilitation 2022 is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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: April 13, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Sanitary Sewer Rehabilitation 2022

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Midlands Contracting, Inc. dba Johnson Service Co. in the amount of \$162,776.65. One bid was received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$150,000.

DISCUSSION:

The project locations are as follows:

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

Projected start date is June 1, 2022, for completion within this fiscal year.

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:

2021/2022 budget CIP 20-94 in the amount of \$150,000. The additional cost will be covered using budgeted funds from projects which will not be completed in the existing fiscal year.

CONCURRENCE:

By: Chuck Sliva

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

CITY OF COLUMBUS

BID TABULATION

SANITARY SEWER REHABILITATION 2022

BID OPENING: APRIL 12, 2022 AT 2:00 P.M.

	Contractor: Midlands Contracting, Inc. dba, Johnson Service Co.	Contractor:	Contractor:
	PO Box 1065		
	Kearney, NE 68848		
	Bid Bond: X	Bid Bond:	Bid Bond:
Description	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	162,776.65		
Total Base Bid	162,776.65		

START DATE	6/1/2022		
SUBSTANTIAL COMPLETION	10/14/2022		
FINAL COMPLETION	10/14/2022		

14.G. Resolution No. R22-52 approving contract with Bauer Underground, Inc. in the amount of \$409,886.89 for South Fiber Ring and Community Building Relocation Project.

RESOLUTION NO. R22- 52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO BAUER UNDERGROUND, INC. IN THE AMOUNT OF \$409,886.89 FOR SOUTH FIBER RING AND COMMUNITY BUILDING RELOCATION PROJECT.

WHEREAS, the City of Columbus received bids for South Fiber Ring and Community Building Relocation project on April 12, 2022, with Bauer Underground, Inc. submitting the lowest bid of \$409,886.89 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Bauer Underground, Inc. in the amount of \$409,886.89 for South Fiber Ring and Community Building Relocation project is hereby accepted and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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: April 13, 2022
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: South Fiber Ring & Community Building Relocation

RECOMMENDATION:

I recommend award of the bid for the above-reference project to the lowest bidder, Bauer Underground, in the amount of \$409,886.89 which is the Base Bid and Alternates 1 through 4. Attached is a bid tab showing the two bids received along with the recommendation letter from RVW, Inc. The RVW, Inc. estimate of probable cost was \$410,000.

DISCUSSION:

Base Bid:

- Relocation of fiber optics from 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 33rd Avenue to North Wellfield Control Building and Booster Station.

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

FISCAL IMPACT:

Base bid and all four additional projects awarded, \$409,886.89. Part of 2021-2022 CIP 19-09 in the amount of \$600,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: 



RVW, INC.
4118 HOWARD BOULEVARD
P.O. BOX 495
COLUMBUS, NEBRASKA 68602-0495
402 564-2876 • FAX 402 563-3655

ARCHITECTURE • ENGINEERING • BILLING SERVICES

April 13th, 2022

Subject: OSP Bid Results (NE COL)
City Fiber Optic Network Infrastructure

Enclosed for review please find the bid tabulation sheets for the South Fiber Network Project letting held April 12th at 2:00 PM CDT for the above listed OSP construction project.

After checking all pricing and bid packages, we feel all is in order. The bid submitted by Bauer Underground was a competitive bid. The other bidder was higher but also competitive in the current market.

We, therefore, recommend this bid plus all four Alternates of \$409,886.89 by Bauer Underground, Inc. of Norfolk, Nebraska be accepted.

Enclosed please find 3 sets of the Form 515 contracts with Bauer Underground, Inc. of Norfolk, Nebraska. These are the original and two counterpart copies.

Please complete the following in all 3 copies to complete the contract. Pages have been marked for convenience.

- **Sign and Date page 3**
- **Sign and Date page 12**
- **Sign and Date page 18A**
- **Sign and Date page 19**
- **Date page 115**
- **Sign and attest the Construction Agreement on page 145**

When completed, please return each to me and I will forward to Bauer Underground, Inc. for signatures and insertion of Contractors Bond.

Please don't hesitate in contacting me if you have questions or comments on this contract or any portion of this contract.

Very Truly Yours,

Toby Goc
RVW, Inc.

Copy: Brian LeCuyer—RVW, Inc.

CITY OF COLUMBUS

BID TABULATION

SOUTH FIBER RING AND COMMUNITY BUILDING RELOCATION

BID OPENING: APRIL 12, 2022 AT 2:00 P.M.

	Contractor: Bauer Underground 3700 W Norfolk Ave. Norfolk, NE 68702 Bid Bond: X	Contractor: Engbarth Directional Drilling, Inc. 410 East Avenue Canlstota, SD Bid Bond:	Contractor: Bid Bond:
Description	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
Base Bid	\$ 218,427.10	\$ 293,801.65	
Alternate #1	\$ 48,011.21	\$ 61,272.64	
Alternate #2	\$ 16,217.36	\$ 25,038.43	
Alternate #3	\$ 21,106.90	\$ 25,621.14	
Alternate #4	\$ 106,124.32	\$ 145,715.73	
FINAL COMPLETION DATE	July 21, 2022	-----	

14.H. Resolution No. R22-53 approving agreement with Capital City Electric, Inc. in the amount of \$29,500 for design phase services for baseball field lighting upgrades at Pawnee Park.

RESOLUTION NO. R22- 53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN-BUILD AGREEMENT WITH CAPITAL CITY ELECTRIC, INC. IN THE AMOUNT OF \$29,500 FOR DESIGN PHASE SERVICES FOR THE PAWNEE PARK BASEBALL FIELD LIGHTING UPGRADES; 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 design-build agreement with Capital City Electric, Inc., in the amount of \$29,500 for design phase services for the Pawnee Park Baseball Field Lighting Upgrades, 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: April 14, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Pawnee Park Baseball Lighting Upgrades
Agreement between Owner and Design-Builder

RECOMMENDATION:

I recommend approval of the Resolution and Agreement between Owner and Design-Builder with Capital City Electric Inc. for design phase services of the above-referenced project.

DISCUSSION:

The Agreement is for design phase services to allow for discussions with lighting manufacturers, design requirements, additional bid items, preliminary drawings, preliminary cost estimate, and related work and services.

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 \$29,500 which is Part of 2021-2022 budget CIP 21-59 in the amount of \$280,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: 



AIA[®] Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the Thirteenth day of April in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Columbus
2424 14th Street, PO Box 1677
Columbus, NE 68602

and the Design-Builder:
(Name, legal status, address and other information)

Capitol City Electric Inc.
4220 Lucile Drive, Suite 1
Lincoln, NE 68506
(402) 564-8614 (Columbus) - (402) 420-7435 (Lincoln)

for the following Project:
(Name, location and detailed description)

Columbus Pawnee Park Baseball Field Lighting Upgrade
3420 Pawnee Plaza
Columbus, NE 68601

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Design Build

Init.

/

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Removal of the existing baseball field sports lighting systems and associated electrical infrastructure. New sports lighting systems.
New electrical infrastructure, including coordination with the electric utility, to support new sports lighting systems.

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined through design stage.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

LED Musco lighting to be energy efficient.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

No incentive programs that we are aware of.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Engineering/Design Fees - \$29,500 Construction Cost to be determined through the design stages

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Design kickoff meeting April 26, 2022

.2 Submission of Design-Builder Proposal:

100% CD's to be done June 14, 2022

.3 Phased completion dates:

Construction Begins August 15, 2022

.4 Substantial Completion date:

October 1, 2022

.5 Other milestone dates:

Init.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

Engineering Technologies, Inc.
1111 N 13th Street, Suite 216
Omaha, NE 68106

.3 Contractors

Capitol City Electric
2164 3rd Avenue
Columbus, NE 68601

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

None

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

(Paragraphs Deleted)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address and other information.)

Engineering Technologies
1111 N 13th St, Suite 216
Omaha, NE 68102
Telephone Number: (402) 330-2630

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

Init.

AIA Document A141™ – 2014. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 19:50:24 ET on 04/12/2022 under Order No.2114236731 which expires on 09/15/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA36)

(List discipline, scope of work, and, if known, identify by name and address.)

No consultants or separate contractors known at this point

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Ritchie Ritz
Vice President
Capitol City Electric
2164 3rd Avenue
Columbus, NE 68601
Telephone Number: (402) 564-8614

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s),

Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean business day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

5% Retention on subcontracts

No liquidated damages

15% Overhead and profit on change orders

No Bond Included

Engineering/Design Fees - \$29,500

Construction Cost to be determined through the design stages

Init.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Design fees included in 2.1.1 above

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

1 % Monthly

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

Init.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4

(Paragraphs Deleted)

Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;

(Paragraphs Deleted)

(Paragraphs Deleted)

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder based on the proportionate share of the shared liability shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for

procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, and transportation necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the office for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder based on the proportionate share of the shared liability shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner and with noted consent of Design Builder directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner and with noted consent of Design Builder may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in

the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate

review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Notwithstanding the foregoing Design Builder shall be paid for all work satisfactorily executed.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment. Agreement is not finalized until contract sum is agreed upon.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-

Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder

shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder. Notwithstanding the foregoing any portion of the project that is occupied by the owner shall become the owner's responsibility unless agreed otherwise by both parties in writing.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as

required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall within one (1) year, remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall within one (1) year, bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to

correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable and with mutual agreement of owner and Design Builder. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, and project-specific equipment thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished. Notwithstanding the foregoing Design Builder will be paid for all work satisfactorily executed.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 3 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

Init.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or by email with return receipt requested.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1. All information that is considered confidential will be marked confidential.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

Addendum A - Insurance Requirements for Subcontractors - CCE to provide similar insurance to the owner.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

Ritchie Ritz Vice President

(Printed name and title)

Init.

/

Additions and Deletions Report for **AIA® Document A141™ – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:50:24 ET on 04/12/2022.

PAGE 1

AGREEMENT made as of the Thirteenth day of April in the year Two Thousand Twenty Two.

...

City of Columbus
2424 14th Street, PO Box 1677
Columbus, NE 68602

...

Capitol City Electric Inc.
4220 Lucile Drive, Suite 1
Lincoln, NE 68506
(402) 564-8614 (Columbus) - (402) 420-7435 (Lincoln)

...

Columbus Pawnee Park Baseball Field Lighting Upgrade
3420 Pawnee Plaza
Columbus, NE 68601

PAGE 2

Design Build

PAGE 3

Removal of the existing baseball field sports lighting systems and associated electrical infrastructure. New sports lighting systems.
New electrical infrastructure, including coordination with the electric utility, to support new sports lighting systems.

...

To be determined through design stage.

...

LED Musco lighting to be energy efficient.

...

No incentive programs that we are aware of.

...

Engineering/Design Fees - \$29,500 Construction Cost to be determined through the design stages

...

Design kickoff meeting April 26, 2022

...

100% CD's to be done June 14, 2022

...

Construction Begins August 15, 2022

...

October 1, 2022

PAGE 4

Engineering Technologies, Inc.

...

1111 N 13th Street, Suite 216

...

Omaha, NE 68106

...

Capitol City Electric

...

2164 3rd Avenue

...

Columbus, NE 68601

...

None

...

§ 1.2 Project Team

...

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

...

(List name, address and other information.)

...

Engineering Technologies
1111 N 13th St, Suite 216
Omaha, NE 68102
Telephone Number: (402) 330-2630

PAGE 5

No consultants or separate contractors known at this point

...

Ritchie Ritz
Vice President
Capitol City Electric
2164 3rd Avenue
Columbus, NE 68601
Telephone Number: (402) 564-8614

...

[X] Litigation in a court of competent jurisdiction

PAGE 6

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean ~~calendar~~ business day unless otherwise specifically defined.

...

5% Retention on subcontracts
No liquidated damages
15% Overhead and profit on change orders
No Bond Included
Engineering/Design Fees - \$29,500
Construction Cost to be determined through the design stages

PAGE 7

Design fees included in 2.1.1 above

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

1 % Monthly

PAGE 8

~~.3~~ Submittal schedule and status report, including a summary of outstanding Submittals;

...

~~.4~~ Responses to requests for information to be provided by the Owner;

...

~~.5~~ Approved Change Orders and Change Directives;

...

~~.6~~ Pending Change Order and Change Directive status reports;

...

~~.7~~ Tests and inspection reports;

...

~~.8~~ Status report of Work rejected by the Owner;

...

~~.9~~ Status of Claims previously submitted in accordance with Article 14;

...

~~.10~~ Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;

...

~~.11~~ Current Project cash flow and forecast reports; and

...

~~.12~~ Additional information as agreed to by the Owner and Design-Builder.

...

~~§ 3.1.8.2~~ In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

...

~~.1 Design-Builder's work force report;~~

...

~~.2 Equipment utilization report; and~~

...

~~.3 Cost summary, comparing actual costs to updated cost estimates.~~

PAGE 9

~~§ 3.1.11.1~~ Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. ~~If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.~~

PAGE 10

~~§ 3.1.14.1~~ To the fullest extent permitted by law, the Design-Builder based on the proportionate share of the shared liability shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

PAGE 12

~~§ 5.3.1~~ Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, ~~water, heat, utilities, transportation, and other facilities and services, and transportation~~ necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

PAGE 14

The Design-Builder shall maintain at the site-office for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

PAGE 15

~~§ 5.14.1~~ The Design-Builder based on the proportionate share of the shared liability shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

PAGE 16

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and ~~Design-Builder~~. ~~The Owner may issue a Change Directive without agreement by the Design-Builder.~~Design-Builder.

...

§ 6.3.1 A Change Directive is a written order signed by the Owner and with noted consent of Design Builder directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner and with noted consent of Design Builder may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

PAGE 19

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Notwithstanding the foregoing Design Builder shall be paid for all work satisfactorily executed.

PAGE 20

The Contract Sum is stated in the Design-Build Amendment. Agreement is not finalized until contract sum is agreed upon.

PAGE 21

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual ~~or liquidated~~ damages for the anticipated delay; or

PAGE 23

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder. Notwithstanding the foregoing ant portion of the project that is occupied by the owner shall become the owner's responsibility unless agreed otherwise by both parties in writing.

PAGE 26

§ 11.2.3 The Design-Builder shall within one (1) year, remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

...

§ 11.2.4 The Design-Builder shall within one (1) year, bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

PAGE 27

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and ~~equitable~~, equitable and with mutual agreement of owner and Design Builder. Such adjustment shall be effected whether or not final payment has been made.

PAGE 29

- .1 Exclude the Design-Builder from the site and take possession of all materials, ~~equipment, tools, and construction equipment and machinery~~ and project-specific equipment thereon owned by the Design-Builder;

...

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished. Notwithstanding the foregoing Design Builder will be paid for all work satisfactorily executed.

PAGE 30

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than ~~40~~ 3 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

PAGE 31

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. ~~Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.~~

PAGE 33

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving ~~notice~~, notice or by email with return receipt requested.

PAGE 34

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1. -All information that is considered confidential will be marked confidential.

PAGE 35

Addendum A - Insurance Requirements for Subcontractors - CCE to provide similar insurance to the owner.

...

Ritchie Ritz Vice President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:50:24 ET on 04/12/2022 under Order No. 2114236731 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Construction Administrator

(Title)

April 12, 2022

(Dated)

Addendum A

Insurance Requirements for Subcontractors

Prior to commencement of the Work, the Subcontractor shall procure, and at all times thereafter until the Subcontractor's obligations under this Subcontract Agreement are fully discharged, maintain with Insurers acceptable to the Contractor, the following minimum insurance insuring the Subcontractor, the Contractor and the Owner against liability from damages because of injuries, including death, suffered by persons, including employees of the Subcontractor, and liability from damages to property arising from and in any way connected with the Subcontractor's operations, including its subcontractors' and suppliers' operations, in connection with the performance of this Subcontract Agreement. If the terms of the Contract require higher limits or additional coverage or both, the Contractor reserves the right to require the Subcontractor to provide, at the Subcontractor's expense, such higher limits or additional coverage, or both.

General Liability-

Limits of at least:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily Injury, property damage Including loss of use, and personal Injury.
- General Aggregate to apply on a Per Project Basis.
- Contractor and Owner/General Contractor shall be named as Additional insured on a primary and non-contributory basis including completed operations. Additional insured status shall be maintained for 5 years after final acceptance and payment.
- Subcontractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Contractor, Owner and their respective agents, officers, directors and employees.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- Completed Operations shall provide coverage for work performed by subcontractors.
- Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period to 2 years after final acceptance and payment.
- Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage)
- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. (As per standard CG001 Pollution Exclusion or equivalent.)
- If applicable, Subcontractor shall maintain electronic data liability Insurance, covering liability arising out of damage to, loss of use of, corruption of, inability to access, or inability to properly manipulate, electronic data, and with a limit of \$50,000.

Automobile Liability -

Limits of at least: \$1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- Subcontractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Contractor, Owner and their respective agents, officers, directors and employees.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- If applicable, Pollution Liability Coverage shall be provided using the ISO endorsement CA 9948 or equivalent and the MCS-90 endorsement shall be attached.

Workers Compensation -

Limits: Statutory coverage for the state where the project is located.

Employer Liability limits:

\$500,000 Each Accident

\$500,000 Disease - Per Person

\$500,000 Disease - Policy Limit

- Subcontractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Contractor, Owner and their respective agents, officers, directors and employees.
- Where applicable, coverage for U.S Longshore and Harbor Workers Compensation Act and Jones Act.

Addendum A

Umbrella / Excess -

Limits of at Least: \$2,000,000 Per Occurrence

- Policy shall provide liability coverage over the specified Workers Compensation / Employers Liability, Commercial General Liability and Auto Liability.
- Policy shall be Primary/Non-contributory coverage over the specified Commercial General Liability and Auto Liability policies.
- Subcontractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Contractor, Owner and their respective agents, officers, directors and employees.

Pollution Liability - (If Applicable)

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

- If the Subcontractor's or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCB's, contaminated soil, etc., coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

Professional liability (Applicable for subcontractors providing or is responsible for providing design / engineering / surveying services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

- Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies.
- Policy shall not exclude bodily injury, property damage, or pollution liability.
- Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or purchase of an Extended Reporting Provision.
- Subcontractor shall inform Contractor at any time during the project, and for 3 years following substantial completion, or any claim or reserve that reduces the policy limit by more than 10%. Contractor will have the option to require subcontractor to purchase additional coverage to comply with the minimum limits listed above.
- Subcontractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Contractor, Owner and their respective agents, officers, directors and employees.

Riggers Liability- (If applicable)

Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost of the goods.

Cargo Coverage - (If Applicable)

Should work involve hauling of Materials or Equipment owned by Contractor, Owner and their respective agents, officers, directors and employees. Subcontractor is responsible for providing Cargo coverage for the Replacement Cost of the goods.

Subcontractor's Insurance for Other Losses:

- Subcontractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the contract, including tools, machinery, equipment, storage devices, containers, scaffolding and the like owned or rented by Subcontractor, or Subcontractors' agents, subs, suppliers or employees.
- Subcontractor waives all rights of subrogation against Contractor, Owner, and their respective agents, officers, directors and employees for recovery of damages.
- In connection with the above, Subcontractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of rights of subrogation against Contractor, Owner, and respective agents.

Evidence of such insurance coverage in effect shall be provided to Contractor in the form of an Accord certificate of insurance executed by a licensed representative of the participating Insurer(s), and must contain a clause granting at least thirty (30) days prior written notice to Contractor of intent to affect cancellation.

Failure of Contractor to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence provided by Subcontractor shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

By requiring insurance under this contract, Contractor does not represent that the coverage and limits required will necessarily be adequate to protect the Subcontractor's interest in the work. Such coverage and limits shall not be deemed or construed to be any limitation on the Subcontractor's liabilities under any indemnification obligations provided to Contractor under this contract.

14.I. Resolution No. R22-54 approving agreement between Owner and Engineer for Professional Services with JEO Consulting Group, Inc. for an hourly not to exceed amount of \$10,000 for design and bidding services for pipe penetration inspections for 2022 Loup River levee pipe inspection coordination project.

RESOLUTION NO. R22- 54

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH JEO CONSULTING GROUP, INC. FOR AN HOURLY NOT TO EXCEED AMOUNT OF \$10,000 FOR DESIGN AND BIDDING PHASE SERVICES IN CONJUNCTION WITH THE LOUP RIVER LEVEE PIPE INSPECTION COORDINATION PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement between Owner and Engineer for Professional Services with JEO Consulting Group, Inc. for an hourly not to exceed amount of \$10,000 for design and bidding phase services in conjunction with Loup River Levee Pipe Inspection Coordination project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: April 12, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Loup River Levee Pipe Inspection Coordination 2022

RECOMMENDATION:

I recommend approval and signing of the Agreement between Owner and Engineer for Professional Services with JEO Consulting Group, Inc. for an hourly not to exceed amount of \$10,000 for design and bidding day phase services associated with the Loup River Levee Pipe Inspection 2022 project.

DISCUSSION:

The US Army Corps of Engineers requires the levee sponsor, the City, to conduct inspections of all pipe assets within the levee corridor every 5 years. The last inspection was part of the levee reconstruction project in 2017. There are about 25,905 lineal feet of toe drain piping and about 1,552 lineal feet of pipe levee penetrations. Projected bidding is May – June for completion this year.

These services do not include construction observation, pending the low bid contractor, the time and expense will be determined at that time.

FISCAL IMPACT:

Hourly not to exceed \$10,000. Portion of 2021-2022 Budget CIP 22-23 in the amount of \$175,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



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

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Columbus, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 2022 Levee Pipe Inspection Coordination ("Project").

JEO Project Number: 211950.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is \$10,000.00 (Hourly Not to Exceed).
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.1 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.2 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: OWNER

Engineer: JEO Consulting Group, Inc.



By: Jim Bulkley

By: Kevin Kruse, PE

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

2424 14th St.

JEO Consulting Group, Inc.

PO Box 1677

2000 Q St. Suite 500

Columbus, NE 68602

Lincoln, NE 68503



**Exhibit “A” – Scope of Services
2022 Levee Pipe Inspection Coordination
City of Columbus, NE
JEO Project No. 211950.00**

PROJECT UNDERSTANDING AND OBJECTIVE

The City of Columbus is the levee sponsor for the Columbus – Loup River Left Bank Levee System (Levee) located along the Loup River at Columbus, NE. This flood control asset reduces flood risk for the community from the Loup River. The levee has provided significant protection from recent flooding including the devastating Spring 2019 events.

As part of the local sponsorship and coordination needed with the United States Army Corps of Engineers (USACE), the city is required to complete a detailed inspection of underground pipe assets within the levee corridor. Levee improvements have recently been completed and included pipe inspections in 2017. The USACE requires pipe inspections on a 5-year rotating basis.

The Levee includes several pipe types that will need to be inspected with CCTV equipment

Toe Drain Underseepage System	25,905 LF
Drainage Penetrations	1552 LF

The following scope of work includes services to assist the City of Columbus in securing competitive bids for the inspection of the system. Upon award of the inspection bid, additional services including onsite coordination with the inspection firm as well as development of a GIS database for the City to track and document the inspection footage and findings are anticipated. Upon award of the inspection bid it is anticipated that negotiations of the additional services will be completed.

SCOPE OF WORK

To meet the above objective, the following scope of services is proposed:

Task 1 – Development of Specifications and Bid Package

JEO will develop a specification and bid package to assist the City in receiving public and competitive bids for the CCTV inspection. The specification will require that the pipe inspection is completed by firm that complies with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP). It is anticipated that the bid package will be set up such that payment to the inspection firm will be on a per lineal footage basis for the various inspection types and will also include an allotment for cleaning if necessary and approved by the City.

Task Deliverables:

- Bid Package

Task 2 – Assistance with Bid Process

JEO will provide all final bid package documents to the City for publishing and advertisement. JEO will field questions from potential bidders and respond as appropriate via addendums if necessary. JEO will be present at the bid opening and upon receipt of bids by the City, will review and make a recommendation on award of bid as appropriate.

Following the award, JEO will assist the City staff as necessary in development of final agreement documents. It is anticipated that the City staff will take the lead and develop the City standard agreement.

Task Deliverables:

- Recommendation of award

Task Assumptions/Understandings:

- The City will publish and advertise bid documents

FUTURE SERVICES TO BE NEGOTIATED AND ADDED BY AMENDMENT UPON AWARD OF BID

- Coordination with contractor during inspections
- Compilation of inspection footage and reports
- Development of a GIS database for the City to track inspections

PROPOSED PROJECT SCHEDULE:

The following schedule is proposed based upon correspondence with OWNER:

Notice to Proceed:	April 2022
Task 1 - Development of Specifications and Bid Package:	May 2022
Task 2 - Assistance with Bid Process:	May 2022 – June 2022

PROPOSED PROJECT FEE:

The consultant will provide the services described herein for an hourly, not to exceed fee of \$10,000. The fee distribution is broken down below:

Phase	Fee
Task 1 – Survey	\$ 5,500.00
Task 2 – Design	\$4,500.00
TOTAL	\$10,000.00

JEO reserves the right to redistribute budget amongst the project tasks, so long as the total contract amount remains unchanged. If additional services are required/requested by the Owner, a fee for additional services will be negotiated and added via contract amendment, upon approval by both the Owner and Engineer.

SERVICES NOT INCLUDED:

If necessary, a fee for these services can be negotiated, and added via contract amendment:

- Field work and/or coordination with contractor after award
- Additional meetings not previously noted.
- Geotechnical investigation and/or analysis.
- Permitting services through USACE, or mitigation related design/coordination.

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors,

executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of HOMELAND Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

14.J. Resolution No. R22-55 approving Subordination Agreement and Deed of Trust Subordination Agreement with Bremer Bank, National Association regarding economic development loan to Columbus Hydraulics Company, LLC.

RESOLUTION NO. R22-55

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SUBORDINATION AGREEMENT AND DEED OF TRUST SUBORDINATION AGREEMENT WITH BREMER BANK, NATIONAL ASSOCIATION, REGARDING THE CITY'S ECONOMIC DEVELOPMENT LOAN TO COLUMBUS HYDRAULICS COMPANY, LLC; COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, as evidenced by Resolution No. R18-139, the City approved a loan to Columbus Hydraulics Company, LLC, through the City's Local Economic Development Fund; and

WHEREAS, the City's loan was secured by a Deed of Trust that was in second position behind a loan in the amount of \$7,600,000 to Mutual Bank of Omaha; and

WHEREAS, Columbus Hydraulics Company, LLC, is currently in the process of refinancing its senior loan/lien with Bremer Bank, National Association; and

WHEREAS, in order to effectuate this refinance Bremer Bank, National Association requires that its lien (i.e. Deed of Trust) be given senior priority over this City's lien (i.e. Deed of Trust); and

WHEREAS, a 'Subordination Agreement' and a 'Deed of Trust Subordination Agreement' have been prepared to allow this to happen, a copy of said documents are attached hereto and incorporated herein by this reference; and

WHEREAS, Columbus Hydraulics Company, LLC, is in good standing with its loan repayment and other obligations to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the 'Subordination Agreement' and a 'Deed of Trust Subordination Agreement' with Bremer Bank, National Association, regarding the City's Economic Development Loan to Columbus Hydraulics Company, LLC, copies of which are attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is made as of April __, 2022, by and between **THE CITY OF COLUMBUS**, a Nebraska municipality (the "Subordinated Creditor"), and **BREMER BANK, NATIONAL ASSOCIATION**, a national banking association (the "Bank").

RECITALS

A. CHRE, LLC, a Delaware limited liability company ("CHRE"), Columbus Hydraulics Company, LLC, a Delaware limited liability company ("Columbus"), and certain of their affiliates (collectively with CHRE and Columbus, the "Obligors"), are parties to a certain Loan and Security Agreement, dated on or about the date hereof, with the Bank (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Bank has extended and/or may extend certain loans and other financial accommodations to the Obligors.

B. The Obligors' obligations under the Loan Agreement are or are to be secured by liens in favor of the Bank on substantially all of the personal property and real property of the Obligors, including, without limitation, the real property owned by CHRE (the "CHRE Real Property") located in the County of Platte, State of Nebraska, described as follows:

LOT 2, EAST CANAL PROPERTY SUBDIVISION PART OF THE
EAST ½ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17
NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY,
NEBRASKA.

C. CHRE and Columbus are indebted to the Subordinated Creditor pursuant to that certain Loan Agreement, dated on or about October 10, 2018, by and among CHRE, Columbus, and the Subordinated Creditor (the "Subordinated Loan Agreement") and that certain Promissory Note, dated as of October 10, 2018, in the original principal amount of \$600,000, given by CHRE and Columbus in favor of the Subordinated Creditor (the "Subordinated Note").

D. The obligations arising under and evidenced by the Subordinated Loan Agreement and the Subordinated Note (such obligations, the "City Debt") is secured by liens on certain personal property and real property of CHRE and Columbus, including the CHRE Real Property, pursuant to that certain Nebraska Deed of Trust, by and among CHRE, Columbus, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher & Klutman, Attorneys at Law (the "Trustee"), and the Subordinated Creditor, dated as of October 12, 2018, and recorded on October 15, 2018 at 3:04 PM in Book 672, Page 380 Mortgages, in the records of the Register of Deeds, Platte County, Nebraska (the "Subordinated Deed of Trust").

E. In order to induce Bank to extend credit to the Obligors and, at any time or from time to time, at Bank's option, to make such further loans, extensions of credit, or other accommodations to or for the account of the Obligors, or to purchase or extend credit upon any instrument or writing in respect of which Obligors may be liable in any capacity, or to grant such renewals or extension of any such loan, extension of credit, purchase, or other accommodation as Bank may deem advisable (collectively, the "Senior Debt"), subject to paragraph 2 below, Subordinated Creditor is willing to subordinate all of the Subordinated Creditor's security interests, encumbrances, and liens, if any, to all of Bank's security interests, encumbrances, and liens in the Obligors' property (including, without limitation, the CHRE Real Property).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subordinated Creditor hereby subordinates to Bank any security interest, encumbrance, or lien that Subordinated Creditor may have (or that may have been granted to the Trustee for the benefit and security of the Subordinated Creditor) in any property of the Obligors, regardless of the time, manner or order of grant, attachment

or perfection of any such security interest, encumbrance, or lien or any defect or deficiency in, or failure to perfect, such security interest, encumbrance, or lien.

2. The Bank agrees not to increase the principal amount of the Real Estate Loan (as defined in the Loan Agreement) above the principal amount of \$7,600,000 without the prior written consent of the Subordinated Creditor, and in the event the principal amount of the Real Estate Loan is increased notwithstanding this Section 2, the subordination contained herein shall only apply up to the principal amount of the Real Estate Loan of \$7,600,000.

3. In the event of any Obligor's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law or laws relating to the relief of debtors, these provisions shall remain in full force and effect.

4. No amendment of the documents evidencing or relating to the City Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the security interest, encumbrance, or lien as set forth herein without the written consent of Bank.

5. All necessary action on the part of the Subordinated Creditor, its officers and any applicable governing body, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Subordinated Creditor hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of the Subordinated Creditor, enforceable against the Subordinated Creditor in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer or conveyance, equitable subordination, moratorium, or similar laws affecting the rights of creditors generally. The execution, delivery and performance of and compliance with this Agreement by the Subordinated Creditor will not (i) result in any material violation or default of any term of any of the Subordinated Creditor's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation.

6. If, at any time after payment in full of the Senior Debt any payments of the Senior Debt must be disgorged by Bank for any reason (including, without limitation, the bankruptcy of Borrower), this Agreement and the relative rights and priorities set forth herein shall be reinstated as to all such disgorged payments as though such payments had not been made. Subject to paragraph 2 hereof, at any time and from time to time, without notice to Subordinated Creditor, Bank may take such actions with respect to the Senior Debt as Bank, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to the Obligors, increasing the principal amount (subject to paragraph 2 set forth above), extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against the Obligors or any other person. No such action or inaction shall impair or otherwise affect Bank's rights hereunder.

7. Subordinated Creditor hereby acknowledges that the Senior Debt refinances in its entirety the loan previously provided to CHRE by Mutual of Omaha Bank (the "Prior Real Estate Loan"), which loan was in an amount up to \$7,600,000 and was referenced in the Subordinated Loan Agreement. Subordinated Creditor hereby acknowledges and agrees that the Prior Real Estate Loan has been repaid in its entirety and is of no further force or effect, that Senior Debt replaces the Prior Real Estate Loan in its priority position as senior indebtedness pursuant to the terms of this Agreement, and that any references to Mutual of Omaha Bank or the Prior Real Estate Loan in any document, agreement or instrument executed in connection with the City Debt shall be replaced with reference to the Bank, the Loan Agreement and the documents, agreements and instruments executed in connection with the Senior Debt, and the Senior Debt. Subordinated Creditor hereby expressly (i) consents to incurrence by the Obligors of the Senior Debt and repayment in full of the Prior Real Estate Loan and (ii) waives any noncompliance of or violation by any Obligor of any covenant, requirement or restriction in the Subordinated Loan Agreement, Subordinated Note, Subordinated Deed of Trust or any other document, agreement or instrument related to the City Debt that may arise from any of the transactions described in this paragraph 7.

8. This Agreement shall bind any successors or assignees of Subordinated Creditor and shall benefit any successors or assigns of Bank. This Agreement shall remain effective until terminated in writing by Bank or upon

repayment in full of the Senior Debt. This Agreement is solely for the benefit of Subordinated Creditor and Bank and not for the benefit of any Obligor or any other party. Except as expressly set forth herein, nothing contained herein shall be constructed to reduce or affect Subordinated Creditor's rights as a secured creditor.

9. Subordinated Creditor hereby agrees to execute or cause to be executed such documents and/or take such further action as Bank may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Bank. Without limiting the foregoing, the Subordinated Creditor agrees to execute the subordination agreement respecting the Subordinated Deed of Trust in the form attached hereto as Exhibit A and to deliver an executed original thereof as directed by the Bank.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11. This Agreement shall be governed by and construed in accordance with the federal laws of the United States, and to the extent not preempted by federal law, the laws of the State of Nebraska, without giving effect to conflicts of laws principles. Subordinated Creditor and Bank submit to the exclusive jurisdiction of the state and federal courts located in Platte County, Nebraska in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this Agreement. **SUBORDINATED CREDITOR AND BANK WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.**

12. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. Subordinated Creditor is not relying on any representations by Bank or any Obligor in entering into this Agreement, and Subordinated Creditor has kept and will continue to keep itself fully apprised of the financial and other condition of the Obligors. This Agreement may be amended only by written instrument signed by Subordinated Creditor and Bank.

13. In the event of any legal action to enforce the rights of a party under this Agreement, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, all reasonable costs and expenses, including reasonable attorneys' fees, incurred in such action, the extent allowed by applicable law.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE CITY OF COLUMBUS

BREMER BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

By: _____
Name: Michael T. Quinlan
Title: Vice President

Acknowledged and Agreed:

CHRE, LLC

By: _____
Name: Brian Sucha
Title: Chief Financial Officer

COLUMBUS HYDRAULICS COMPANY, LLC

By: _____
Name: Brian Sucha
Title: Chief Financial Officer

Exhibit A

Subordination Agreement in respect of Subordinated Deed of Trust

[see attached]

When recorded return to:

Fredrikson & Byron
200 S. 6th Street, Suite 4000
Minneapolis, MN 55402
Attn: Levi Smith

DEED OF TRUST SUBORDINATION AGREEMENT

This Agreement made and entered into this ____ day of April, 2022 by and between **THE CITY OF COLUMBUS**, a Nebraska municipality (the “City”), and **BREMER BANK, NATIONAL ASSOCIATION**, a national banking association (the “Bank”);

RECITALS:

A. CHRE, LLC, a Delaware limited liability company (“CHRE”) owns certain improved real property located in Platte County, Nebraska, and legally described in Exhibit A attached hereto and incorporated herein (the “Real Property”).

B. The Real Property is encumbered by that certain Nebraska Deed of Trust, by and among CHRE, Columbus Hydraulics Company, LLC, a Delaware limited liability company (together with CHRE as the trustors), Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher & Klutman, Attorneys at Law (as the trustee), and the City (as the beneficiary), dated October 12, 2018, and recorded on October 15, 2018 at 3:04 PM in Book 672, Page 380 Mortgages, in the records of the Register of Deeds, Platte County, Nebraska, covering all or a portion of the Real Property (the “Subordinated Deed of Trust”).

C. Bank is the beneficiary under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement, dated as of even date herewith, executed by CHRE in favor of the Trustee (as defined therein) for the benefit of the Bank, and recorded on _____ at _____ in Book ____, Page ____ Mortgages, in the records of the Register of Deeds, Platte County, Nebraska, as the same may be amended from time to time (collectively the “New Deed of Trust”).

D. The New Deed of Trust covers the Real Property.

E. The City and the Bank wish to provide for certain agreements with respect to the priority of the New Deed of Trust and the Subordinated Deed of Trust.

NOW, THEREFORE, in consideration of the premises and of the terms and conditions hereafter set forth, the parties hereby agree as follows:

1. The lien of the New Deed of Trust shall in all respects be deemed prior to and superior to the lien of the Subordinated Deed of Trust as though the Subordinated Deed of Trust had been recorded subsequent to the recordation of the New Deed of Trust.

2. This Agreement shall not be amended, modified or altered in any respect without the written consent of all parties hereto or their successors and assigns.

3. This Agreement shall be construed according to the laws of the State of Nebraska and shall be binding upon and inure to the benefit of the parties' successors and assigns.

[Signature pages follow.]

EXHIBIT A

LEGAL DESCRIPTION

LOT 2, EAST CANAL PROPERTY SUBDIVISION PART OF THE EAST ½ OF THE
SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M.,
PLATTE COUNTY, NEBRASKA.

15. ORDINANCES ON FIRST READING - None

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING

17.A. 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.

ORDINANCE NO. 22-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 90.040 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) WITH REGARD TO NUMBER OF ANIMALS/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 continue to allow only six animals/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 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 three dogs or a maximum of four cats.

Section 2. This ordinance shall repeal all ordinances or portions thereof in 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 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

18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**