

City Council Regular Meeting  
Tuesday, July 5, 2022 7:00 PM  
Council Chambers  
2500 14 Street  
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at the office of the city clerk at City Hall, 2424 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

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

# Open Meetings Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **PRAYER**

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

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

4.A. Minutes of June 20, 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 June 20, 2022, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on June 1, 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, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Charlie Bahr, was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Police Captain Todd Thalcken, and Assistant City Clerk Robin Efta.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
  - 4.A. **Minutes of June 6, 2022, City Council meeting.**
  - 4.B. **Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to Northeast Nebraska Economic Development District for one-year terms.**
  - 4.C. **Reappointment of John Davidson to Joint Airport Zoning Board for four-year term.**
  - 4.D. **Reappointment of Jeffrey C. Johnson, Connie Hellbusch, Bob White, and Bryan Chochon to Citizen's Advisory Review Committee for four-year**

- terms.
- 4.E. Bid from Dale R. Johnson dba Johnson Trucking for one-year supply of road gravel in the amount of \$23.90 per cubic yard delivered or \$18.45 per cubic yard if picked up.**
- 4.F. Resolution No. R22-73 authorizing payment of various improvement projects.** Resolution No. R22-73 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: BOYD JONES CONSTRUCTION CO.-COMMUNITY BUILDING \$1,093,364.94; COMMONWEALTH ELECTRIC MIDWEST-33 AVENUE VIADUCT UP-LIGHTING \$67,090.50; GEHRING CONSTRUCTION & READY MIX CO., INC.-WATER AND CONCRETE IMPROVEMENTS 2022 \$445,225.83; GEHRING CONSTRUCTION & READY MIX CO., INC.-STREET IMPROVEMENT DISTRICT NO. 185 (E 14 AVENUE, 23 STREET TO NORTH CORPORATE LIMITS) \$190,176.16; LANDSCAPES UNLIMITED, LLC. QUAIL RUN GOLF COURSE \$12,420.00; MUNICIPAL PIPE TOOL CO., LLC-SANITARY SEWER REHABILITATION 2021 \$6,586.63; OBRIST & CO., INC.-LIFT STATION REPLACEMENTS 2020 \$159,340.73.
- 4.G. Finance Department reports.**
- 4.H. Payroll and bills on file.** CP=Capital Projects; E=Expenses; S=Service & Supplies; T=Training 06/24/22 Payroll \$745,873.96; A & S Detailing 150.00 CP; A to Z Messaging 375.00 S; Ace Hardware 734.43 S; Ace Sanitation 88.00 S; Advance Auto 77.56 S; Ag Spray Equip 169.92 S; AlphaMedia 2,000.00 S; Amazon 1,231.99 S; Am Red Cross 526.00 T; Aqua-Chem 2,516.00 S; Arnold Motor 705.07 S; Auxiant 63,033.68 S; AVI Sys 156,300.82 CP; Barrelhouse 800.00 S; Behlen Tow 600.00 S; Black Hills Energy 3,586.42 S; T Blevins 90.00 S; A Bonczynski 31.00 E; C Borchers 31.00 E; A Boucly 240.00 S; Bound Tree Med 849.30 S; Boyd Jones 1,093,364.94 CP; Brown's Shoe Fit 340.00 S; BS&A 550.00 T; Canine Tac Ops 475.00 T; Capital Bus Sys 59.56 S; Carolina Sftwr 640.70 S; Cat's Pro Mow 165.00 S; Ctr Point Lrg Prt 119.84 S; Century Link 930.00 S; Chesterman 3,830.11 S; S Christensen 480.00 S; H Cielocha 100.00 S; R Claussen 210.00 S; R Cline 390.00 S; T Cline 420.00 S; Club Prophet 90.00 S; CNC Repair 4,693.69 CP,S; Col Chamber 1,880.00 S; CCH 869.30 S; Col Credit Serv 324.70 S; Col Family Res Ctr 9,967.12 S; Col Plbg 24.45 S; Telegram 6,062.14 S; Col Tire 25.00 S; Commonwealth Elec 67,090.50 CP; Connecting Point 1,622.84 S; Core & Main 9,408.00 S; Cornhusker Pwr 878.49 S; Culligan 139.50 S; Cutting Edge Lawn Care 125.00 S; A Diedrichs 77.69 E; D Dunbar 14,650.84 E,S; Eakes 316.68 S; Educational Serv Unit 183.48 S; Electronic Eng 40,163.76 CP,S; Emergency Serv Mktg 860.00 S; Fastenal 114.48 S; Ferrellgas 73.32 S; First Natl Bank 4,336.75 E;

Fischer Scientific 296.40 S; Frontier 2,009.98 S; Galls 791.03 S; Gehring Const 635,401.99 CP; Steffy Ford 609.05 S; Gen Traffic Controls 512.78 S; Gerhold Concrete 436.25 S; Gilmore & Assoc 2,520.00 CP; Goc's Creative Images 99.00 S; GolfNow 180.26 S; Great Plains Bldg 187.10 S; Great Plains Comm 239.95 S; D Gubbels 146.50 S; Hadley-Braithwait 4,887.70 S; Hawkins 6,253.79 S; Heartland Nat Gas 12,852.07 S; Heiman 665.70 CP; HOA Sol 7,021.02 S; J Holys 225.00 S; Hometown Lsng 177.97 S; M Howerter 616.00 S; Hy-Vee 382.62 S; IBM 11.00 S; Ingram Libry 1,265.60 S; Island Sup 8.24 S; Jackson Serv 1,692.74 S; JEO 4,010.00 CP; Kelly Sup 251.78 S; Kula's Exhst 26.39 S; M Landkamer 31.00 E; Landscapes Unlimited 12,420.00 CP; Language Line 112.76 S; Lincoln Winwater Works 164.30 S; Lingo 51.67 S; Lake Stop 24.43 S; Loup Pwr 89,818.63 S; J Lovell 85.41 E; J Lutjens 120.00 S; MacQueen Equip 787.13 S; Mahaska 177.00 S; N Martensen 90.00 S; Matheson-Linweld 188.39 S; Menards 1,658.22 S; Midland Scientific 143.92 S; MW Lab 21.37 S; MW Mini Melts 5,825.50 S; MW Turf 98.28 S; Mike's Tow 1,050.00 S; Motion Ind 388.10 S; Motorola Sol 37,914.06 CP,S; C Mroczek 1,120.00 S; Munic Pipe Tool 6,586.63 CP; NASC 110.00 S; NDEE 960.00 T; NE Emerg Serv 300.00 T; NE Harvestore 1,371.58 S; K Newman 300.00 S; Norfolk Daily News 325.00 S; NE NE Solid Waste Coal 67,296.36 S; NW Elec 226.79 S; Obrist 159,340.73 CP; OCLC 893.26 S; One Call Concepts 686.54 S; One Source 1,675.30 S; O'Reilly 447.88 S; Pace Analytical 1,009.00 S; Paper Tiger Shred 30.00 S; R Pensick 85.41 E; Performance Prtg 50.25 S; P Lien 6,776.49 S; Petty Cash 8.34 E; Pitney Bowes 562.34 S; Platte Co 3,140.59 S; Reg of Deeds 34.00 S; Platte Valley Comm 577.87 CP,S; Prochaska & Assoc 2,774.40 CP; Productivity Plus 290.09 S; QMC 3,392.45 S; Reardon 182.99 S; J Riedmiller 875.00 S; Rutt's Htg 1,554.12 S; RVW 26,762.22 CP; Sand Creek Const 6,930.00 CP; Sapp Bros 44,799.27 S; Schaefer's 1,399.00 S; Schieffer Signs 133.76 S; Sears 899.99 S; Sherwin-Williams 383.24 S; Shevlin Sup 242.64 S; Sipple Hansen Emerson Schumacher Klutman & Valorz 4,568.40 S; Snap-on Tools 62.50 S; Solid Waste Assoc 268.00 S; B Strecker 500.00 E; C Stuthman 108.75 E; Super Saver 92.45 S; Telecomm Sys 6,554.00 S; Tire Outlet 70.00 S; TK Elevator 221.02 S; TM Clean 150.00 S; Tractor Sup 4,413.80 S; Truck Ctr 1,037.67 S; Turfwerks 2,073.54 S; Tweet's 1,532.98 S; Twin Rivers Vet 625.00 S; UPS 27.65 S; USGA 150.00 S; Van Wall 277.57 S; Verizon 832.58 S; Walmart 408.46 S; Wemhoff Refrig 829.84 S; Wilke Landscape 470.31 S; Yant Equip 639.00 S. TOTAL \$3,451,458.16.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of Palmeras, LLC dba Palmeras Cuban Store for Retail Class "D" liquor license at 2029 23 Street.** Doris Lux, 2418 142 Road, reported that Ana Villegas, manager of Palmeras Cuban Store, is a business client of hers, has owned the grocery store for the past five years, and would like to add the option to sell alcoholic liquor from her store. The public hearing closed and a recommendation was made to the Nebraska Liquor

Control Commission to approve the application of Palmeras Cuban Store for a Retail Class D liquor license with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

- 7.A.1. Application of Palmeras Cuban Store for Ana C. Villegas as manager in conjunction with liquor license.** The application of Palmeras Cuban Store for Ana C. Villegas as manager was approved with a motion by Roth and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 7.B. Public hearing - Application of Ferguson Properties, Inc. and Brian T. Insuiger for special use permit to allow building coverage to be increased from 40 percent to 50 percent in an "R-2" (Two-Family Residential District) zone in vicinity of 25 Avenue and 38 Street. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 7.B.1. Ordinance No. 22-11 approving special use permit.** The rules were suspended and Ordinance No. 22-11 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW A MAXIMUM OF 50% BUILDING COVERAGE IN AN "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) ZONE, ON THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 10 AND 11, DEERFIELD PARK TOWNHOUSE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent. Ordinance No. 22-11 was adopted with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 7.C. Public hearing - Application of Columbus Community Hospital, Inc. to rezone property located at 3912 38 Street from "UC" (Urban Commercial District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission continued this public hearing to July 11, 2022, at 7 p.m.)** The public hearing was continued to July 18, 2022, at 7 p.m. with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

- 7.D. Public hearing - Application of Hornbacher House Moving, Inc., on behalf of Nick Larson, to move house from 3920 20 Street to 2416 5 Street. (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed and the application of Hornbacher House Moving, Inc., on behalf of Nick Larson, to move a house from 3920 20 Street to 2416 5 Street was approved with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Bahr was absent.
- 8. PETITIONS AND COMMUNICATIONS:**
- 8.A. Request of Keith Riley to discuss Industrial Site Fire Protection invoice.** Keith Riley, 164 S. 6 Avenue, referenced the invoices he received for industrial site fire protection and questioned why he received them as he pays for rural fire protection. It was noted that per state statute, the city can invoice properties in industrial sites for city fire protection. Vasicek referred to the March 15, 2021, city council meeting where the city council adopted the Public Finance, Judiciary, and Personnel Committee’s recommendation to proceed with notification to property owners in industrial site districts advising them of the fee to commence in 2022. Riley noted he never received the notification and questioned the incomplete information on the invoices. It was noted that invoice content will be reviewed prior to next year’s billing.
- 9. REPORTS OF CITY OFFICES:** Included in Consent Agenda
- 10. REPORTS OF COUNCIL COMMITTEES:**
- 10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - June 13, 2022**
- 10.A.1. Creation of Street Improvement District No. 188 (23 Street/Shady Lake Road from 54 Avenue to west corporate limits).** The Public Property, Safety, and Works Committee recommended approval to proceed with the creation of Street Improvement District No. 188. The report was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Bahr was absent.
- 10.A.2. Creation of Street Improvement District No. 189 (48 Avenue from 23 Street to south of Bradshaw Park entrance).** The Public Property, Safety, and Works Committee recommended approval to proceed with the creation of Street Improvement District No. 189. The report was adopted with a motion by Roth and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Bahr was absent.
- 11. REPORTS OF SPECIAL COMMITTEES:** None
- 12. REPORTS ON LEGISLATION:** None
- 13. NEW BUSINESS:**

- 13.A. Quote from Mid-Iowa Solid Waste Equipment Co., Inc. in the amount of \$18,800 for used sewer vacuum unit for street division.** The quote from Mid-Iowa Solid Waste Equipment Co., Inc. for a sewer vacuum unit was accepted with a motion by Augustine-Schulte and a second by Hiemer. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 13.B. Quote from Connecting Point in the amount of \$28,669 for computer hardware for various departments.** The quote from Connecting Point for computer hardware was accepted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 13.C. Quote from General Traffic Controls, Inc. in the amount of \$11,740 for four stand-alone data collection units for street division.** The quote from General Traffic Controls, Inc. for data collection units was accepted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 13.D. Quote from General Traffic Controls, Inc. in the amount of \$125,440 for pedestrian traffic control lights for street division.** The quote from General Traffic Controls, Inc. for pedestrian traffic control lights was accepted with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 13.E. Request for Proposals for Management of the Columbus Municipal Golf Courses. (Board of Parks Commissioners recommends the deadline of July 19, 2022, for Request for Proposals be changed to end of 2023 golf season, that city staff work with Doug Dunbar and Brent McGrew throughout the next year to come up with an agreement that works for both of them, and that if Requests for Proposals are received, the review committee would include two members of the Board of Parks Commissioners and two members of the Columbus Golf Association.)** Bulkley referred to public testimonies heard at the June Park Board meeting and said he and city staff are recommending the Request for Proposals be cancelled and contract negotiations begin with the golf professional. A motion was made by Hiemer and seconded by Jablonski to cancel the Request for Proposals and proceed with contract negotiations with the golf professional. Discussion was held regarding terms of the contract and Hiemer, with consent of his second, withdrew his motion. The Request for Proposals was cancelled and staff was authorized to proceed with negotiations with the golf professional for a five-year contract to begin with the 2023 season with a motion by Hiemer and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent. Jack Nosal, 10 Lakeshore Drive, thanked the mayor for addressing the public's

concerns and said the end goal should be for everyone to work together to restore Quail Run golf course back to it's original state.

**13.F. Plans, specifications, estimate of cost in the amount of \$40,000, and authorization to advertise for bids for Loup River Levee Pipe Cleaning and Inspection. (Plans and specifications on file in engineering department.)** The plans, specifications, estimate of cost, and authorization to advertise for bids for Loup River Levee Pipe Cleaning and Inspection were approved with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**13.G. Comments from mayor and city council members.** There were no comments from the mayor or council members.

**14. RESOLUTIONS:**

**14.A. Resolution No. R22-74 amending agreement with International Association of Fire Fighters, Local No. 1575, to account for organizational changes to fire department.** Resolution No. R22-74 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT 2019/2023 WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1575, 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 was adopted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**14.B. Resolution No. R22-75 approving agreement with Gilmore & Associates, Inc. in an amount not to exceed \$32,500 for design and construction phase services for Lift Station Renovations 2022 (Howard Boulevard and 51 Avenue).** Resolution No. R22-75 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH GILMORE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$32,500 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR LIFT STATION RENOVATIONS 2022; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.

**14.C. Resolution No. R22-76 approving agreement with HDR Engineering, Inc. in an amount not to exceed \$288,300 for design and construction phase services for Lost Creek Parkway water main extension (Lost Creek**

- Parkway from 26 Avenue to U.S. Highway 81 and U.S. Highway 81 from Lost Creek Parkway to 63 Avenue).** Resolution No. R22-76 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$288,300 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR LOST CREEK PARKWAY WATER MAIN EXTENSION; 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 Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 22-12 amending pay plan by correcting various pay rates.** The rules were suspended and Ordinance No. 22-12 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY CORRECTING PAY RATE TO GRADE B2; ADDING TRANSFER STATION SCALE CLERK TO GRADE B4, CUSTOMER SERVICE SUPERVISOR TO GRADE B8, PARK & REC COORDINATOR (AQUATICS) TO GRADE B13, AND PARK & REC MANAGER TO GRADE C2; REMOVING AQUATICS MANAGER FROM GRADE B13; AND CHANGING JOB TITLE IN GRADE B10 FROM ENGINEERING AIDE TO ENGINEERING DRAFTER/AIDE AND IN GRADE C3 FROM CHIEF BUILDING INSPECTOR TO CHIEF BUILDING & CODE OFFICIAL was read by number only with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent. Ordinance No. 22-12 was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 19. UNFINISHED BUSINESS:**
- 19.A. Request of Platte County to discuss Highway 30/64 connector.** Jerry Engdahl, Platte County Supervisor, explained the events that have transpired to date with regard to the Highway 30/64 connector. He reported on an option for Nebraska Public Power District's economic development department to conduct a cost-benefit study at no charge and is proposing that Hirschbrunner Consulting be hired to pursue the necessary steps to proceed with the study.

Engdahl pointed out that Platte and Butler counties are supportive of the plan and are seeking support from the city. Discussion followed with regard to the city's purchasing policy and the fact that an action plan would need to be presented to the city council in order to commit to the project.

**20. ADJOURNMENT:** The meeting adjourned at 8:09 p.m.

Presented and approved this 5 day of July, 2022.

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MAYOR

ATTEST:

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CITY CLERK

4.B. Minutes of June 20, 2022, Community Development Agency meeting.

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened on June 20, 2022, at 8:11 p.m., following the 7 p.m. City Council meeting.

Notice of this meeting was given in advance thereof by posting at Columbus City Hall, Columbus Public Library, and Platte County Courthouse on June 16, 2022, with an affidavit of posting being on file in the office of the City Clerk. Notice of this meeting was given simultaneously to the mayor, designated as the chief executive officer of the agency, and members of the city council, as the Community Development Agency, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Council President Augustine-Schulte announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Charlie Bahr was absent and excused. Also present was Mayor James Bulkley. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, and Police Captain Todd Thalken.
2. **Resolution No. R22-77 approving redevelopment contract for Convergence, L.L.C., Redevelopment Project.** Resolution No. R22-77 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY CONVERGENCE, L.L.C., AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR CONVERGENCE, L.L.C., REDEVELOPMENT PROJECT" was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Bahr was absent.
3. **Adjournment:** The meeting adjourned at 8:13 p.m.

Presented and approved this 5 day of July, 2022.

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MAYOR

ATTEST:

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CITY CLERK

4.C. Title III-B (supportive services), Title III-C (nutrition), and Title III-E (family caregiver support) grant funding from Northeast Nebraska Area Agency on Aging for community center.

# MEMORANDUM

**DATE:** July 1, 2022  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Doug Moore, Public Property Director  
**SUBJECT:** 2022-2023 Acceptance of Grant Contracts and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

**RECOMMENDATION:**

Staff recommends the acceptance of the III-B Supportive Services Contract, III-C Nutrition Contract, and the III-E Family Caregiver Support Contract from the Northeast Nebraska Area Agency on Aging (NENAAA).

**DISCUSSION:**

The NENAAA administers federal and state activity subsidies (III-B), meal subsidies (III-C), and caregiver subsidies (III-E) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant contracts is now required.

**FISCAL IMPACT:**

The III-B activity subsidy grant provides a maximum of \$58,574 in federal and state funding. The III-C nutrition agreements provides for a maximum of \$89,546 in federal and state funding. The III-E caregiver support grant provides a maximum of \$3,500 in federal and state funding. These funds will cover approximately 25% of the cost of the Community Center operation.

**ALTERNATIVES:**

If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Community Center.

**CONCURRENCE:**

The agreements and grant notifications have been reviewed by the Community Center Manager and Finance Director and they concur with the acceptance of the award.

**SIGNATURE:**

DEPARTMENT HEAD

CITY ADMINISTRATOR APPROVAL



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## III B SUPPORTIVE SERVICES CONTRACT

This Contract is made and entered into this 1<sup>st</sup> day of July, 2022 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency and City of Columbus hereinafter called "Contractor".

### 1. RECITALS.

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of supportive services and is capable and desirous of providing such supportive services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### 2. AGREEMENT.

Contractor is hereby retained and appointed by Agency to provide supportive services to designated sites (see #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. ELIGIBILITY. All participants that are 60 years of age or older are eligible for III B supportive services.

### 4. DEFINITIONS of III B SUPPORTIVE SERVICES:

#### (A) Information and Assistance: (I & A)

A service when information is requested:

- Provides individuals with information on services available within the community, including information relating to assistive technology.
- Assesses the problems and capabilities of the individuals;
- links individuals to the services and opportunities that are available;
- to the maximum extent practicable, ensures that individuals receive the services needed and are aware of opportunities available by establishing adequate follow-up procedures (but not mandatory).

Must be a one-on-one contact.

#### (B) Assisted Transportation:

Services or activities that provide or arrange for the travel. This service includes escort to a person who has physical or cognitive difficulties. Example: driver assists person from their home to the vehicle and again into the center or other destination.

- Service must be coordinated through the senior center and can be done by senior center staff, volunteers, or participants
- Nebraska Department of Roads (NDOR) or Nebraska Department of Transportation (NDOT) units cannot be counted.
- Senior Center with contracts/agreements with NDOR/NDOT will not receive Title III B funding for assisted transportation. City operated senior centers that have NDOR/NDOT programs through the City will not receive Title III B funding for assisted transportation.

Counted by the number of one-way trips. Demographic is needed.

**(C) Transportation:**

Services or activities that provide or arrange for travel. Transportation from one location to another. Example: Tom was asked by center manager to pick up Betsy on his way to the center.

- Service must be coordinated through the senior center and can be done by senior center staff, volunteers, or participants.
- Nebraska Department of Roads (NDOR) or Nebraska Department of Transportation (NDOT) units cannot be counted.
- Senior Centers with contracts/agreements with NDOT/NDOT will not received Title III B funding for transportation. City operated senior centers that have NDOR/NDOT programs through the City will not receive Title III B funding for transportation.

Counted by number of one-way trips.

**(D) Nutrition Education:**

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Programs and presentations must be from a reputable and accredited source. Presentation can be one on one or in a group setting. Nutrition Education during congregate meals requires a presentation; Nutrition Education material shall be delivered to home delivered clients and counted. Only Agency provided material will be accepted for reimbursement.

Counted by the session and estimated audience size (utilize sign in sheets/meal verification form).

**(E) Health Promotion/Disease Prevention Qualified:** (previously Health Clinic and Qualified trainer)

Health programs that help older individuals “age in place” and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)).

For example:

- routine health screenings,
- medication management,
- FROGS and other exercise groups led by certified trainers

A Nebraska licensed Registered Nurse or EMT are acceptable for health screenings.

Counted by the person. A demographic is needed. Utilize sign in sheets.

**(G) Health Promotion/Disease Prevention Non-qualified:** (previously Health Education and Non-Qualified trainer)

Health programs that help older individuals “age in place” and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)). For example:

- health education,
- exercise groups following a video, individual exercise, age-related diseases, and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non-certified leader)

Counted by the person. A demographic is needed. Utilize sign in sheets.

**(H) Information Services:**

A unique production/creation of a document, video, social media posting, etc.

For example:

- Senior Center Facebook/Website posts are counted once per month not by the number of posts.
- Radio ads/PSAs are counted as one unit not the number of days it was aired. If radio information changes, count as one unit not the number of days aired.
- Newspaper ads count as one unit, if printed in multiple newspapers it is still one unit. If information changes, it is another unit.
- Newsletters count as one unit per month.

Communications must come from the senior center and not personal social media accounts. Any printed material shall be counted when the cost is incurred (when brochures are printed, when newspaper ad is billed, etc.).

Counted by the activity (flyers is one activity, senior center menu in newspaper is one activity, repeated Facebook post about same upcoming event is one activity) and estimated audience size. Does not include fundraising events.

**(I) Counseling:**

Services that assist older adults to address issues, concerns, or make decisions. Counseling must be provided by someone certified in their field. The provider can be a volunteer or paid.

For example:

- Financial counseling
- SHIP and Health Insurance
- Housing
- Taxes

Does not include: Nutrition Counseling, Caregiver Counseling or Transitional Options Counseling

One on one and counted by the hour. A demographic is needed.

**(J) Material Distribution:**

The provisions of goods to an older individual which will directly support the health and independence of the individual with an assessed need.

For example:

- Fans and heaters
- Briefs
- Eyeglasses
- Smoke detectors
- Medical equipment (Walkers, canes, etc.)

Service must be coordinated and distributed through the senior center and done by senior center staff, volunteers, or participants. No food and/or garden produce can be counted.

Counted by the unit and is one on one. Demographic needed.

**(K) Social Activities:**

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities must be organized/planned by the senior center.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle

Spontaneous activities are not counted. Social activities are counted by the person and clock hour (15-minute increments).

**(L) Senior Center Hours:**

Hours of a multi-purpose senior center that is open to older individuals (center must offer services beyond meals). Counted by the hour Report ONLY the center's hours of operation. If the center has advertised/announced it is closed for its normal daily activities, senior center hours cannot be counted (even if the manager is at the center). Does not include fundraising events.

5. **SUPPORTIVE SERVICES TIMES.** The Contractor plans to be closed and not offer services on the following holidays.

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day,

Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Services shall be made available between the hours of 8 am to 3 pm. The Contractor shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday; however, the Contractor may choose to provide services on Saturday or Sunday.

6. **DISCRIMINATION PROHIBITED.** The contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all contracts for services allowed under this Contract.

7. **CONTRIBUTION STANDARDS.**

- a. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided supportive service.
- b. Contractor shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the supportive service rendered.
- c. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
- d. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
- e. There shall be a locked contribution box, placed away from the sign-in sheet which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- f. Participant contributions shall be counted by two volunteers or staff (manager excluded and both individuals shall sign a form attesting to the correct account. A copy of such signed documentation shall be kept on file.
- g. Bank deposits will be made daily.
- h. Daily sign in sheets provided by the Agency will identify participants, staff, volunteers, and guests.

## 8. REPORTING:

(A) Financial/III B Supportive Services Reports/logsheets: Accurate financial reports/logsheets, as required, must be filed with the Agency office *the 6<sup>th</sup> day of each month*. Only *error free reports/logsheets* will be accepted by the Agency no later than 10 A.M. on the 6<sup>th</sup> day of each month. If your reports/logsheets are received on or before the 5<sup>th</sup> at 5 pm, Agency staff will attempt to contact you for needed corrections. If Contractor is unavailable for corrections, no reimbursement will be disbursed that month. If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

(B) Demographic forms should be filled out on supportive service participants as required (See definitions). The original demographic form must then be sent into the Agency office and a copy kept on file at the Contractor site. The demographic information must be entirely completed prior to sending to the Agency.

(C) Filing Deadlines. When the 6<sup>th</sup> day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6<sup>th</sup> day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(D) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(E) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor acknowledges that it shall receive compliance testing at least every two years and contractor shall keep all such records on file as established by Administration of Community Living, Internal Revenue Service and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Contract and service providers.

(F) False/Misleading Report. The submission of any false or misleading report by Contractor, shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damage or loss caused by the submission of any false or misleading report.

(G) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment purchased with federal and/or state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III B expense.

## 8. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration on Aging, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the contractor as long as the equipment is used to benefit the supportive service programs and programs authorized under this Contract. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. All Contractor’s equipment purchased with federal/state funding cannot be used for personal use during paid and non-paid time.

(C) Senior Center Computer, Scanner and Internet. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.

(D) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to Contractor accordingly.

(E). Attendance at Trainings. Contractor’s employees and center board members must attend training sessions as requested by Agency. These trainings are mandatory.

(F) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Service units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(G) Term. The term of this Contract shall commence from July 1, 2022 through June 30, 2023.

(H) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the Contractor is:

Name: Patty Laska

Address: 3111 19th Street, Columbus NE 68601

Phone No.: ( 402 )-563-4444

Email address: plaska@columbusne.us

(I) Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(J) Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the III B program. The following statement is to be used: “Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging”.

9. CONTRIBUTIONS. All III B service contributions shall be reported to the Agency as requested. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. See Page 4 #7 for Contribution Standards.

10. REIMBURSEMENT TO CONTRACTOR. The total reimbursement to the Contractor will be based on the Contractor’s number of Title III B units of services proposed in their budget in each service category multiplied by the Contractor’s reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Contract, unless prior written approval is obtained by the

Contractor from the Agency. In addition, Contractor may receive contributions. All such contributions for services provided shall remain with Contractor. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Information & Assistance	127	\$1.00	\$127
Assisted Transportation	0	\$1.00	\$0
Transportation	0	\$0.25	\$0
Nutrition Education	12	\$10.00	\$120
Health Promotion (qualified)	7,533	\$4.80	\$36,158
Health Promotion (non-qualified)	169	\$0.40	\$68
Information Services	301	\$3.00	\$903
Counseling	160	\$6.00	\$960
Material Distribution	435	\$6.00	\$2,610
Social Activities	34,256	\$0.50	\$17,128
Senior Center Hours	512		\$500
<b>Total</b>			<b>\$58,574</b>

11. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) **Notification of Non-Compliance of III B Supportive Services Contract.** After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Contract being violated.

(1) **Repeated Non-Compliance.** In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) **Loss of funding.** The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) **Grievance Procedure.** See Page 8 section 12 (A) #1 and #2

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for Contractor to come into compliance with any recommendations found and within 90 days from the original evaluation. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding to ensure that the finding has been corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 12 (A); #1 and #2

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has 5 or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

## 12. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Contractor with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.

2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said

sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

13. **TERMINATIONS.** Either party may cancel during the term of this Contract for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, *but not beyond June 30<sup>th</sup>*, in the event of a grievance procedure on the part of the Contractor.
14. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.
15. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

16. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of contractor or contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)
- c) Per occurrence of one million dollar
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the Contractor fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the sub recipient the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

18. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this agreement, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

19. MISCELLANEOUS PROVISIONS.

- (A) This Contract shall be governed by and construed under the laws of the State of Nebraska.
- (B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.
- (D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.
- (E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).
- (G) Designated III B supportive services alternate sites as indicated in paragraph "#2 Agreement" shall be:

Realife and Westport---which are independent living quarters.

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this 16<sup>th</sup> day of June, 2022.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]  
Chairman, Governing Board

ATTEST:

By [Signature]  
Connie L. Cooper  
Executive Director, NENAAA

City of Columbus  
(Contractor)

By \_\_\_\_\_  
Board Chairman/designated person

ATTEST:

By \_\_\_\_\_  
Manager/Coordinator

### III C NUTRITION CONTRACT FOR SENIOR CENTERS

This Contract is made and entered into this 1<sup>st</sup> day of July, 2022, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency", and City of Columbus hereinafter called "Contractor".

#### 1. RECITALS.

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

#### 2. AGREEMENT.

Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see page 13 #31 G), meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

#### 3. ELIGIBLE: who may participate in the Older Americans Act (OAA) nutrition program.

##### (A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older.
3. Individuals providing volunteer services during meal hours.
4. Individuals with a disability, who resides at home with a person 60 years of age or older.
5. Individuals with a disability who reside in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.

##### (B) Home Delivered meals:

###### With priorities given to:

1. Any person aged 60 or older who is frail, homebound by reason of illness or incapacitating disability, unable to attend a congregate meal; or
2. A spouse of #1 above, regardless of age or condition, may receive a home-delivered meal if the Area Agency on Aging criteria concludes that it is in the best interest of the homebound older person; or
3. A dependent individual with a disability that lives with a person 60 years of age or older that is eligible for a home-delivered meal.

###### With preferences given to:

1. Low-income older adults including low-income minority older adults.
2. Older adults with limited English proficiency.
3. Older adults residing in rural areas.

##### (C) Volunteer meals:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room

cleanup, meal delivery etc.) are eligible to receive the congregate meal at the suggested contribution rate (no carryout meals allowed).

(D) Caregiver meals (home delivered meals):

1. The caregiver of a spouse of an eligible client, the caregiver may receive a home delivered meal for a suggested contribution. Home-Delivered Meal Assessment and demographic form must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program, and the full cost of the meal shall be paid unless paid by another funding source.

(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can "buy" a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can "buy" a suggested contribution).

(C) Carryout meals:

1. Regardless of age, carryout meals are not eligible meals and must pay the full cost of the meal.
2. Meals purchase by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can "buy" a suggested contribution).

5. **COVID-19 MEALS:** Based on the approval and guidance from the Administration of Community Living (ACL) and/or the SUA, there may be flexibility for the Contractor to provide COVID-19 meals that meet requirements and eligibility.

6. **CONTRIBUTION STANDARDS:**

1. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
2. Contractor shall establish and implement procedures which will protect the privacy of the participant's decision to contribute or not contribute toward the meal service rendered.
3. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
4. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
5. There shall be a locked contribution box, placed away from the sign-in sheet, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
6. Separate locked contribution boxes will be available for designated meals, such as congregate meal contributions and to-go meal contributions.

7. Participant contributions shall be counted by two volunteers, or staff (manager excluded), and both individuals shall sign a form attesting to the correct amount. A copy of such documentation shall be kept on file.
8. Bank deposits will be made daily.
9. Daily sign-in sheets or meal verification forms, provided by Agency, will identify participants, guests, volunteers and staff.
10. A separate locked box shall be used for collecting non-eligible meal cost fees.

#### 7. MENUS AND MEAL PLANNING.

(A) Menu Planning. Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

When planning the menu, keep in mind holidays, birthdays, lent, special events, evening meals, etc. to reduce the number of substitutions.

(B) Menu Approval. Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. *The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.* Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician *on or before the 1<sup>st</sup> day of June, September, December and March (one month prior to the start of the 3-month cycle).* When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. *All menus must be approved by the Registered Dietician prior to the meal being served to receive reimbursement.*

June 1<sup>st</sup> for July, August & September  
 September 1<sup>st</sup> for October, November & December  
 December 1<sup>st</sup> for January, February & March  
 March 1<sup>st</sup> for April, May & June

1. The Registered Dietician approved menu must be the same menu listed in the newsletter and/or local newspaper.
2. Contractors will receive one written warning per fiscal year if Contractor does not serve the approved menu. After the written warning, all meals served without the Registered Dietician approved menu will not be reimbursed.

(C) Food Substitution. Each meal will be served as originally approved by the Registered Dietician. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc.

- Meal substitutions for the entire meal must be submitted to the Registered Dietician and the Agency prior to meal served.
- Protein substitutions must be submitted to the Agency prior to the meal served.
- The Agency will forward substitutions to Registered Dietician as needed/required.
- Other menu deviations will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years.

- Review of the food substitutions form will be done by Agency during monitoring and throughout the fiscal year.

(D) Meal Pattern. The meal pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit, juice or cookie" does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as "fluff" salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. "Frog-eyed" salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Food items such as potato chips, tortilla chips, etc. can be a part of the meal however cannot be counted as a portion of vegetable.
5. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
  - Protein – 22 grams per meal
  - Fiber -10 grams per meal
  - Vitamin A – 300 ug per meal
  - Vitamin C – 30 mg per meal
  - Folate – 133 mg per meal
  - Calcium – 400 mg per meal
  - Iron – 3 grams per meal
  - Potassium – 1,566 per meal
  - Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour-based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, dried apricots, peaches, prunes, raisins, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
  - 2 oz of high fiber bread
  - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
  - fiber dense desserts along with 1 oz bread
  - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

*Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.*

8. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness, and quality. Contractors that repeatedly are in non-compliance of performance accountability (gross costs, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
9. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
10. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
  - Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
  - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
  - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
  - Use a variety of textures (Example: mashed potatoes and carrot sticks).
  - Two colorful food items will be used in each meal (Example: green beans and peaches).
  - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
  - Serve fruits, custards, puddings, etc. chilled.
  - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
  - Use only good quality foods.
  - Serve hot foods at 135 degrees F or above and cold foods at 41 degrees F or below.

***The minimum standard of food to be used by the Contractor will include:***

- Canned fruit and vegetable - USDA Grade A. No home canned items.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.

- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better.
- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.
- Items from a Food Pantry must not have dented cans, must have labels, and must not be outdated.

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day,  
Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Meals shall be made available between the hours of 12:00 pm and 12:30 pm. Contractor is encouraged to serve a breakfast, brunch or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week unless approved by Agency. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if Contractor is closed for more than one day.

Meal cancellations, due to bad weather, should be made up at the Contractor's convenience. School closing is not a legitimate reason for Contractor to close.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately, and Contractor follow plan of action set forth in Contractor's written emergency meal policy. In the event contractor does not provide meal service during this time, please see page 13, #29, Failure to Provide Meals. At a minimum, the written emergency meal contract must list the name and contact information of the emergency meal provider, the meal requirements, transportation of meals, cost, date of contract and reviewed annually by all parties.

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a Contract, provided by the Agency, with the catered facility. A copy of the signed contract must be on file with the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, ensuring that the hot food is 135 degrees F or hotter, and the cold food is 41 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file on the temp form. Temperatures must stay out of the temperature danger zone of 41 degrees to 135 degrees (see page 7, Sanitation and Safety, # 5).
3. Participants can receive a home delivered meal on a permanent basis based on eligibility, please refer to Page 1, #3B. A home-delivered meal assessment must be done by Contractor staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her

status reviewed annually and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Contractor.

4. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal Policy.*
5. Meals will be delivered to the meal participant's home. When a client is not home to receive their meal, the delivery personnel will not leave the meal at the residence. The program has a responsibility to deliver the meal in a safe manner, leaving the food unattended for an undetermined amount of time is not safe.
6. Please refer to the Northeast Nebraska Area Agency on Aging Policy for Home Delivered Meals.

#### 11. CONGREGATE MEAL SITES SHALL:

- A) include procedures for collecting feedback from participants about services received.
- B) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- C) have paid staff/volunteer physically on-site during mealtime.

12. SANITATION AND SAFETY. Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each nutrition site used in the nutrition program is required in all stages of food service operations.

- A). Specifically, regarding food and food service, the Contractor must comply with the Food Service Sanitation Manual, Nebraska Department of Environment and Energy, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment, and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. Contractor must send the Agency a copy of their Food Establishment Evaluation within 30 days of said inspection and their written plan of action. Any critical Food Establishment Evaluation findings will be followed up by the Agency's Nutrition Department.
- B). Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Professional exterminators must be utilized on a regular basis.
- C). Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.
- D). Foods must be properly stored with foods off the floor. A thermometer in the store room to ensure proper temperature of 50–70-degree F. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures on Agency provided form a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.
- E). Hot foods must be served at 135 degrees F or above and cold foods served 41 degrees F or below. Foods can only be allowed to remain between 41 degrees and 135 degrees for one hour or less, including preparation, serving and holding.
- F). On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file on Agency form.
- G). The transport equipment, packaging materials, and procedures used by the Contractor to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 135 degrees F and cold

temperatures at or below 41 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.

H). Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the nutrition site. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.

I). To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear or banana etc.

J). Bibbed aprons must be worn by all food preparation staff and volunteers.

K). Hands must be properly washed prior to disposable glove use. Glove usage should be in meal prep, serving line and set up of home delivered meals.

L). Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.

M). Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.

N). All hair shall be covered by hairnets/caps with no hair showing while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

**14. MEAL SITES SHALL POST SIGNAGE SHOWING:**

- a) Where exits are located
- b) Evacuation plan map with written explanation of evacuation
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods
- f) Emergency numbers

**15. REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a Contractor of the Agency, the procedure below must be followed:

1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator, Fiscal Officer or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, contractor must follow step #2.
4. Keep the Nutrition, Health and Services Coordinator, Fiscal Officer or Executive Director notified.

**16. NUTRITION SERVICES INCENTIVE PROGRAM (NSIP).** The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of

food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc.

17. **PRODUCTION STAFFING GUIDELINES.** As approved by the Northeast NE. Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each Contractor with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL.** Continued high kitchen labor minutes per meal may result in the Contractor being notified of non-compliance with the Nutrition Contract (See Contract Compliance & Enforcement, #23 A). Exceptions to non-compliance may be made at the discretion of the Agency Nutrition Department, Fiscal Officer, and or the Agency's Executive Director. Kitchen labor minutes per meal includes all paid kitchen staff from the beginning of preparation of the meal through cleanup of dishes, kitchen, and kitchen equipment. Kitchen labor minutes per meal does not include personnel leave time.

18. **DISCRIMINATION PROHIBITED.** The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

19. **REPORTING.**

(A) **Financial/III C Nutrition Reports/logsheets:** Accurate financial reports/logsheets, as required, must be filed with the Agency office *the 6<sup>th</sup> day of each month.* Only *error free reports/logsheets* will be accepted by the Agency no later than 10 A.M. on the 6<sup>th</sup> day of each month. If your reports/logsheets are received on or before the 5<sup>th</sup> at 5 pm, Agency staff will attempt to contact you for needed corrections. If Contractor is unavailable for corrections, no reimbursement will be disbursed that month. If Contractor cannot meet the report/logsheet deadline, communication by the Contractor to the Agency may allow flexibility with deadline and reimbursement.

(B) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the Contractor site. The demographic form must be entirely completed prior to sending to the Agency.

(C) **Filing Deadlines.** When the 6<sup>th</sup> day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 P.M. When the 6<sup>th</sup> day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(D) **Other Data.** Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(E) **Keeping of Records.** Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor acknowledges that it shall be compliance tested at least every two years and Contractor shall keep all such records on file as established by Administration for Community Living, Internal Revenue Service, and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the Nutrition Contract, the food service, transportation, and vendors.

(F) **False/Misleading Report.** The submission of any false or misleading report by Contractor shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

(G) Misuse of Funds/Equipment. Personal purchases, such as food items, office items or personal motel charges, made from the Contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall result at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III C expense.

**20. ADMINISTRATIVE PROVISIONS.**

(A). Rules and Regulations. Contractor shall comply with all rules, regulations and policies of the Federal Administration for Community Living, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B). Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the Contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Contract. **THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF THE AGENCY.** All Contractor equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

(C). Senior Center Computer, Scanner, and Internet. The Contractor shall have a working computer, scanner, and internet at the senior center to provide the required information, receive communication from the Agency, and keep the confidential information at the senior center.

(D). Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services, Nebraska State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to Contractor accordingly.

(E). Attendance at Trainings. All center managers, center board members, employees, and cooks must attend training sessions as requested by Agency. The trainings are mandatory.

(F). ServSafe. The Contractor's head cook, and manager or person who supervises the kitchen shall be ServSafe certified. These certificates shall be posted in the center and kept current.

(G). Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Contract, served to eligible individuals.

(H). Term. The term of this Contract shall commence from July 1, 2022 through June 30, 2023.

(I). Daily Operation. Person responsible for the daily operation of the nutrition site on behalf of the Contract is:

Name: Patty Laska

Address: 3111 19th Street  
Columbus NE 68601

Phone: ( 402 ) - 563-4444

Email address: plaska@columbusne.us

(J). Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(K). Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

21. MEAL CONTRIBUTIONS. All meal contributions shall be reported to the Agency as requested. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal unless paid by another funding source. See page 2 #6 for Contribution Standards.

22. REIMBURSEMENT TO CONTRACTOR. The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed \$2.30 per Title IIIC congregate meal or \$2.80 per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of \$2.30 per meal for 15,032 congregate meals, not to exceed \$34,574 and \$2.80 per meal for 12,700 home-delivered meals, not to exceed \$35,560 during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual. Total anticipated funds received by Contractor for each meal is NSIP + \$2.30 from state and/or federal funding and contributions from the meal for congregate meals and NSIP + \$2.80 from state and/or federal funding and contributions for home-delivered meals. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor.

23. CONTRACT COMPLIANCE AND ENFORCEMENT. It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of Nutrition Contract. After it has been determined by Agency staff that the terms of this Contract are repeatedly not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See page 12, section 24.

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an unannounced follow-up after the 30 days allowed for contractor to come into compliance with any recommendations and within 90 days from the original monitoring. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding to ensure that the finding has been corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second unannounced monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify Contractor in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See page 12, section 24.

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has five or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance within 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

#### 24. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Contract or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator and or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by Contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

25. TERMINATIONS. Either party may cancel this Contract during the term of this Contract, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, *but not beyond June 30<sup>th</sup>*, in the event of a grievance procedure on the part of the Contractor.

26. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.

27. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare, and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

28. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this Contract. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:

- a. General Aggregate insurance coverage of two million dollars
- b. Product Liability insurance coverage of two million dollars
- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

The Northeast Nebraska Area Agency on Aging shall be a named as additional insured on all such insurance policies.

29. **FAILURE TO PROVIDE MEALS.** In the event that the Contractor fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

30. **ASSIGNMENT OF CONTRACT.** Contractor shall not assign this Contract, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

31. **MISCELLANEOUS PROVISIONS.**

(A) This Contract shall be governed by and construed under the laws of the State of Nebraska.

(B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.

(D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.

(E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated serving sites as indicated on page 1 #2 AGREEMENT" shall be: Westport and Realife--  
which are independent living quarters.

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this 16<sup>th</sup> day  
of June 2022.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]  
Chairman, Governing Board, NENAAA

ATTEST:

By [Signature]  
Connie L. Cooper  
Executive Director, NENAAA

City of Columbus  
(Contractor)

By \_\_\_\_\_  
Contract President/Chairman

ATTEST:

By \_\_\_\_\_  
Contract Manager/Coordinator

## VITAMIN C

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<u>GOOD SOURCES</u>		<u>FAIR SOURCES</u>	
Orange	1 medium	Watermelon	4x8 wedge
Broccoli	1/2 cup	Collard Greens	1/3 cup
Orange Juice	1/2 cup	Tangerine	1 medium
Brussel Sprouts	1/2 cup	Kale, Cooked	1/2 cup
Grapefruit	1/2 medium	Liver	3 oz
Green Pepper	1/2 cup sliced	Turnip Greens	1/2 cup
Strawberries	1/2 cup	Asparagus	1/2 cup
Grapefruit Juice	1/2 cup	Cabbage	1/2 cup
Cantaloupe	1/2 cup	Tomatoes, canned	1/2 cup
Cauliflower	1/2 cup	Tomato Juice	1/2 cup
Tomato, fresh	1 medium	Potato, Baked	1 medium
		Sauerkraut	1/2 cup
		Cole Slaw	1/2 cup
		Mustard Greens, Spinach	1/2 cup
		Sweet Potatoes	1/2 cup
		Winter Squash	1/2 cup
		Fruit Juice Fortified with Vitamin C	1/2 cup

Potatoes, other than baked, have only 5-10 mg. Vitamin C and thus would have to be served twice to equal one fair source.

## VITAMIN A

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<u>ENTREES</u>		<u>VEGETABLES</u>	
Liver	3 oz	Greens	1/2 cup
Beef Stew	1 cup	Carrots	1/2 cup
Chicken Pot Pie	1 Pie	Sweet Potatoes	1/2 cup
		Broccoli	1/2 cup
		Peppers, Hot, Red	1 tsp
		Pumpkin	1/2 cup
		Squash, winter	1/2 cup
		Tomatoes, Fresh	1 medium
		Tomatoes, Canned	1/2 cup
		Tomato Juice	8 oz
		Endive	2 oz
		Spinach	1/2 cup

FRUITS

Apricots, canned	1/2 cup
Cantaloupe	1/4 melon
Watermelon	4x8 wedge

## Attachment A

IRON CONTENT OF FOODMEAT, FISH AND EGGS

Beef Liver	3 oz.	6.5 mg
Beef Roast	3 oz.	3.2 mg
Chicken	3 oz.	1.4 mg
Chipped Beef	1/2 cup	1.0 mg
Chili	1 cup	4.3 mg
Corned Beef	3 oz.	3.7 mg
Egg	1 med	1.1 mg
Frankfurter		.8 mg
Ground Beef		
Lean	3 oz.	3.2 mg
Medium fat	3 oz.	2.5 mg
High fat	3 oz.	2.0 mg
Haddock	3 oz.	1.0 mg
Ham, Lt.cure	3 oz.	2.2 mg
Ham Loaf	3 oz.	2.1 mg
Liver Sausage or Braunschweiger	3 oz.	4.5 mg
Ocean Perch	3 oz.	1.1 mg
Pork Chops	3 1/2 oz	2.2 mg
Pork Liver	3 oz.	17.5 mg
Pork Roast	3 oz.	2.7 mg
Shrimp	3 oz.	1.7 mg
Tuna, canned in oil	3 oz.	1.6 mg
Turkey	3 oz.	1.0 mg
Veal Roast	3 oz.	2.9 mg

FRUITS

Apricots, dry, cooked	1/2 cup	2.5 mg
Peaches,dry, cooked	1/2 cup	2.5 mg
Plums, can hvy syrup	3 plums	1.2 mg
Prunes, dry, cooked	1/2 oz	2.2 mg
Prune Juice, canned	1/2 cup	5.2 mg
Raisins	1/2 cup	2.9 mg
Strawberries, raw	1 cup	1.5 mg
Tomato Juice, canned	1/2 cup	1.1 mg

VEGETABLES

Asparagus, Canned	1/2 cup	2.0 mg
Beans, Dry Cooked	1 cup	5.5 mg
Beans, Green,canned	1/2 cup	1.4 mg
Beans, Kidney	1/2 cup	2.2 mg
Beans, Lima Dry	1/2 cup	2.9 mg
Beans, Pork/Beans	1/2 cup	1.0 mg
Beans, Waxed, Can	1/2 cup	1.9 mg
Beet Greens, Cooked	1/2 cup	2.2 mg
Peas, Split Dry	1/2 cup	2.1 mg
Potato	1 medium	1.1 mg
Spinach, Canned	1/2 cup	2.3 mg
Sweet Potato, med	1 potato	1.0 mg
Vegetables, Mixed	1/2 cup	1.2 mg

MISCELLANEOUS

Cashews	1/4 cup	1.3 mg
Macaroni, enrich, ck	3/4 cup	1.0 mg
Molasses, Blackstrap	1 Tbsp	3.2 mg
Walnuts	1/4 cup	1.9 mg

Attachment A

FIBER FOODS

HIGH SOURCES  
5-10 GRAMS PER SERVING

Aisan Pears	1 med
Beans, Pinto,Black, Kidney-ck'd	1/2 cup
Dates, dry	1/2 cup
Walnuts or other Nuts	1/2 cup
Bran Flakes	3/4 cup
Baked Potato w/ skin	1 med

GOOD SOURCES  
1-5 GRAMS PER SERVING

Chickpeas, cooked	1/2 cup
Apples, w/ skins	1 med
Mixed Vegetables	1/2 cup
Green Peas	1/2 cup
Raspberries, raw	1/2 cup
Strawberries, raw	1/2 cup
Grapes, fresh	1/2 cup
Fresh Fruit w/ skin	1 med
100% whole wheat brd	1 oz
Oatmeal, cooked	1/2 cup
Nuts	1/4 cup

VITAMIN B6

HIGH SOURCES 2 MILLIGRAMS

Ready-to-eat Cereals	3/4 cup
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GOOD SOURCES .75 MILLIGRAMS

Baked Potato, Med	1 med
Banana, Med	1 med
Garbanzo Beans	1/2 cup
Chicken, Breast	3 oz
Oatmeal, instant	1-packet
Pork Loin, cooked	3 oz
Roast Beef, cooked	3 oz
Trout, cooked	3 oz
Sunflower Seeds,kernels	1 oz

FAIR SOURCES < .25 MILLIGRAMS

Spinach, cooked	1/2 cup
Tomato Juice	6 oz
Avocado	1/2 cup
Salmon, cooked	3 oz
Tuna, water pk, drain	3 oz
Wheat Bran, unproc	1/4 cup
Walnuts	1 oz
Peanut Butter	2 Tbls
Soybeans, boiled	1/2 cup

Attachment A

FOLATE FOODS

HIGH SOURCES

Lentils	1/2 cup
Pinto Beans, cooked	1/2 cup
Chickpeas, cooked	1/2 cup
Okra, frozen, cooked	1/2 cup
Spinach, cooked	1/2 cup
Asparagus, cooked	1/2 cup
Turnip Greens, cooked	1/2 cup
Brussels Sprouts, cooked	1/2 cup
Beans, Northern, Kidney, Lima	1/2 cup

GOOD SOURCES

White rice, cooked	1/2 cup
Broccoli, cooked	1/2 cup
Mustard Greens, cooked	1/2 cup
Green Peas, cooked	1/2 cup
Orange Med	1 Med
Orange Juice	6 oz
Potato, Baked Med	1 Med
Avocados	1 Med
Lettuce, Romain, Iceberg	1 cup
Tomato Juice	6 oz
Strawberries, fresh	1/2 cup
Peanuts	1 oz
Egg, Large	1 Large

FAIR SOURCES

All enriched breads, cereals, and pastas

CALCIUM FOODS

HIGH SOURCES 300-400 MG

Yogurt, plain or flavor	8 oz
Cheese, Romano/Parm	1 oz
Ricotta Cheese	4 oz
Sardines w/ bones	3 oz
Calcium fortified OJ	1 cup

GOOD SOURCES 100-300 MG

Milk--all kinds and flavors	1 cup
Cheeses, Cheddar, Mozzarella	1 oz
Soy Milk--calcium enriched	1 cup
Instant Oatmeal	3 oz
Oysters	1 cup
Salmon w/ bones	3 oz
Ice Cream	1 cup
Geens-Collard, Turnip, Spinach	1 cup
Broccoli, cooked	1 cup
Tofu, calcium enriched	read label
Sunflower seeds	read label

FAIR SOURCES <100 MG

Cottage Cheese	1/2 cup
Non-fat dry Milk	1 Tbls
Almonds	1 oz

Attachment A

STEPS TO LOWER SODIUM/SALT in IIIC MENUS

Refrain from adding salt when preparing foods such as main entrée with sauces, casseroles, combination dishes, vegetables or soups that use such items as:

- Bouillon or Gravy mix type products
- Canned creamed soups
- Cheese items: sliced/grated, cottage cheese, cheese sauce etc
- Canned tomato products: whole tomatoes/diced/stewed, tomato sauce, or tomato paste
- Condiments such as BBQ sauce, catsup, salad dressings etc, (limit the amount used)

Reduce salt by half in all baked items when made from scratch such as:

- Breads--Yeast, Quick Bread, and Biscuits
- Cakes, cookies or bars
- Pie crusts

Refrain from using processed or convenience foods such as:

- Boxed potatoes, frozen or instant mashed-use fresh
- Limit bacon, sausage, hot dogs, polish sausage etc on the menu
- Pre-baked frozen meat entrees
- Boxed cake, cookies/bars or boxed muffin/cornbread

Refrain from using canned vegetables when dried, frozen or fresh are available

DO NOT ADD SALT DURING COOKING

- Asparagus
- Beans, green, lima, kidney, pinto, etc
- Carrots
- Corn
- Mixed Vegetables
- Peas
- Spinach
- Mixed Vegetables
- Spinach

Refrain from using cracker crumbs or biscuit products as a filler or topping--use OATMEAL in such items as:

- Meat Loaf type items
- Meatball type items
- Oatmeal topping for cobblers or crisp

DO NOT USE PRODUCTS ADVERTISED AS SALT SUBSTITUTES, but rather use items such as: garlic and onion powder, Mrs. Dash type products use all varieties not just original, use pepper, lemon pepper, etc

### Other Ideas for Reducing Sodium

- > Substitute unsalted chicken or beef broth for bouillon cubes or use half unsalted products and half salted products
- > Use unsalted or low sodium tomato juice or use half unsalted products and half salted products
- > Substitute lite soy sauce for regular soy sauce
- > Make a home-made cream sauce with flavorings to substitute for creamed soups

GUIDE FOR ADDING FLAVOR TO FOOD WITHOUT ADDING SALT	
<b>BEEF:</b>	Bay leaf, dry mustard powder, green pepper, marjoram, fresh mushrooms, nutmeg onion, pepper, sage, thyme
<b>CHICKEN:</b>	Green pepper, lemon juice, marjoram, fresh mushrooms, paprika, parsley, poultry seasoning, sage, thyme, lemon pepper
<b>FISH:</b>	Bay leaf, curry powder, dry mustard powder, green pepper, lemon juice, marjoram, fresh mushrooms, paprika, lemon pepper
<b>LAMB:</b>	Curry powder, garlic, (fresh, minced, dry flakes, or powder), mint, mint jelly, pineapples rosemary
<b>PORK:</b>	Apple, applesauce, garlic, onion, sage
<b>VEAL:</b>	Apricot, bay leaf, curry powder, ginger, marjoram, oregano
<b>VEGETABLES:</b>	
Asparagus:	Garlic, lemon juice, onion, vinegar
Corn:	Green pepper, pimiento, fresh tomato
Cucumbers:	Chives, dill, garlic, vinegar
Green Beans:	Dill, lemon juice, marjoram, nutmeg, pimiento
Greens:	Onion, pepper, vinegar
Pea:	Green pepper, mint, fresh mushrooms, onion, parsley
Potatoes:	Green pepper, mace, onion, paprika, parsley
Rice:	Chives, green pepper, onion, pimiento saffron
Squash:	Brown sugar, cinnamon, ginger, mace, nutmeg, onion
Tomatoes:	Basil, marjoram, onion, oregano
<b>SOUPS:</b>	
Bean Soup:	A pinch of dry mustard powder
Vegetable Soup:	Allspice, a small amount of vinegar or a dash of sugar
Chowders:	Peppercorns in skim milk
Pea Soup:	Bay leaf and parsley

Attachment A

POTASSIUM

VERY HIGH SOURCES

Lima Beans	1/2 cup
Mushrooms (fresh)	10 small
Figs (canned)	3 medium
Figs (dried)	4 small
Cantaloupe (6")	1/4 melon
Honeydew (7 ")	1/3 melon
White Potato (baked)	2 " diameter
Winter Squash	1/2 cup
Skim Milk	8 ounces
2% Milk	8 ounces
Navy Beans	1/2 cup

HIGH SOURCES

Buttermilk	8 ounces
Chocolate Milk	8 ounces
Whole Milk	8 ounces
All Bran Cereal	1/2 cup
Baked Beans	1/3 cup
Prune Juice	4 ounces
Tomato Juice	4 ounces
Peas	1/2 cup
Potatoes	1/2 cup
Broccoli	1/2 cup
Cabbage, raw	1/2 cup
Pumpkin (canned)	1/2 cup
Nectarines (fresh)	1/2 cup
Tomato (fresh)	1 medium
Rhubarb	1/2 cup

Medium Sources

Sardines	3 medium
Apricot Nectar	4 ounces
Orange Juice	4 ounces
Dill Pickle	1 large
Cauliflower	1/2 cup
Corn	1/2 cup
Cherries	1/2 cup
Peaches	1 medium
Plums	3 medium

## **Title III E Family Caregiver Support Contract**

This Contract is made and entered into this 1<sup>st</sup> day of July, 2022 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency" and City of Columbus, hereinafter called "Contractor".

### **I. General Terms**

#### **A. Provision of Service:**

- a. **Caregiver Outreach:** An interactive activity that conveys information to caregivers about available services, aging or the aging network (your senior center, NENAAA, etc.) This includes in-person interactive presentations, booth/exhibit at fair, conference or other public events and peer-to-peer caregiver support groups. This service includes Public Education and Presentations.

Service unit is activity in a group setting.

- b. **Caregiver Information Services-** A unique production/creation for caregivers of a document, video, social media posting, etc.

Caregiver Information examples:

- Senior Center Facebook/Website posts are counted once per month not by the number of posts.
- Radio ads/PSAs are counted as one unit not the number of days it was aired. If radio information changes, count as one unit not the number of days aired.
- Newspaper ads count as one unit, if printed in multiple newspapers it is still one unit. If information changes, it is another unit.
- Newsletters count as one unit per month.

Communications must come from the senior center and not personal social media accounts. Any printed material shall be counted when the cost is incurred (when brochures are printed, when newspaper ad is billed, etc.).

Counted by the activity (flyers is one activity, senior center caregiver event in newspaper is one activity, repeated Facebook post about same upcoming event is one activity) and estimated audience size. Does not include fundraising events.

#### **B. Service Area: Planning and service area counties.**

- C. **Term:** Shall be for a period of one year commencing July 1, 2022 and ending June 30, 2023.

#### **D. Reimbursement to Contractor:**

- a. **Caregiver Outreach:** \$200 per unit for 13 units budgeted which includes 12 monthly caregiver support group meetings and 1 caregiver appreciation event.
- b. **Caregiver Information:** \$75 per unit for 12 units budgeted.

The Agency and Contractor therefore enter into the following:

## **II. Scope of Service**

- A. This Contract provides for Family Caregiver Support services.
- B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services:
  - Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older
  - Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
  - Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
  - Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities
- C. Services will be delivered at Columbus Community Center.
- D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

## **II. Contractor Duties**

- A. Provide targeting and outreach to identify individuals eligible to receive Title III E Family Caregiver Support Services. The outreach will not only identify but inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.
- B. Provide the following Family Caregiver Support services but not limited to:
  - Caregiver Outreach
  - Caregiver Information
- C. Provide caregiver appreciations that can be in goods and/or events to honor and acknowledge the caregivers in their community.
- D. Submit financial/III E reports to the Agency as per the established schedule. Financial/III E reports must be filed to the Agency office by the 6<sup>th</sup> day of each month. Only error free financial reports will be accepted by the Agency no later than 10:00 a.m. on the 6<sup>th</sup> day of each month. If your reports are received on or before the 5<sup>th</sup> at 5 p.m., Agency staff will attempt to contact you for needed corrections.

If Contractor is unavailable for corrections, no reimbursement will be disbursed that

month. If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

When the 6<sup>th</sup> day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6<sup>th</sup> day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 a.m.. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Contractor agrees to provide the Agency with any and all data and information as may be requested, and Contractor shall promptly and accurately submit written information to Agency whenever requested to do so. All information shall be delivered via email. Examples of data and information include but not limited to sign in sheets, supporting documentation, etc.

- E. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation. Examples of data and information include but not limited to invoices, newsletters, etc.
- F. The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.
- G. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- H. Gift cards/gift certificates are not allowed as a Title III E expense.
- I. Attend all meetings and trainings as requested by Agency.

### **III. Agency Duties**

- A. Reimburse the Contractor for costs of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.

- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about Family Caregiver Support activities.

#### **IV. Administrative Provisions**

- A. Contractor shall comply with all of the rules, regulations and policies of the Federal, State and Agency.
- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.
- D. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the grant funds to the Contractor accordingly.
- E. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor's agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- F. All provisions of the Contract are subject to the Americans with Disabilities Act.

#### **V. Contract Compliance and Enforcement**

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

**(A) Notification of Non-Compliance of III E Family Caregiver Support Program:** After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Contract being violated.

(1). Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section VI. (D)

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for Contractor to come into compliance with any recommendations found and within 90 days from the original evaluation. If recommendations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Case Manager of the Caregiver Support Program and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section VI. (D)

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has 5 or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

(D) GRIEVANCE PROCEDURE.

In the event that a dispute arises under this Contractor with the caregiver support program within the senior center on the part of Contractor, such dispute shall first be taken to the Case Manager of the Caregiver Support Program or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

- Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
- Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

## VI. Termination or Suspension

This contract is contingent upon availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the contract by written notice of

30 working days, and no further services or payment for services shall be rendered.

If either the Contractor or the Agency abandons, non-performs, or before completing, discontinues services or if the commencement, or timely completion of the service by either party is rendered improbably, infeasible, or illegal the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

Either party may terminate this Contract by providing 30 days written notice of the termination to the other party.

Contractor may be required to reimburse Agency for any costs or expense which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government of agency thereof.

IN WITNESS THEREOF, this Contract has been executed by duly authorized officers this 16<sup>th</sup> day of June 2022.

Northeast Nebraska Area Agency on Aging (Agency)  
By [Signature]  
Chairman, Governing Board

ATTEST:  
By [Signature]  
Connie L. Cooper, Executive Director, NENAAA

City of Columbus  
(Contractor)

By \_\_\_\_\_ Mayor  
Board Chairman/designated person

ATTEST  
By \_\_\_\_\_  
Manager/Coordinator

4.D. Resolution No. R22-78 authorizing payment of various improvement projects.

**RESOLUTION NO. R22-78**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: GEHRING CONSTRUCTION & READY MIX CO., INC. – WATER AND CONCRETE IMPROVEMENTS 2022 \$396,614.00; LANDSCAPES UNLIMITED, LLC – QUAIL RUN GOLF COURSE \$138,613.94.

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

Gehring Construction & Ready Mix Co, Inc.	Water & Concrete Paving Improve 2022	\$ 396,614.00
Landscapes Unlimited, LLC	Quail Run Golf Course	\$ 138,613.94

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



## Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: <span style="float: right;">5</span>	
Application Period: (From - to) <span style="float: right;">6/7/22 to 6/21/22</span>	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Project Name: <span style="float: right;">Water and Concrete Paving Improvements 2022</span>	Contractor's Project No.:
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).....	\$	1,746,627.00
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)	\$	128,311.28
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	1,618,315.73
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,221,701.73
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	396,614.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	946,101.78

(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.	
By: <i>Stephen Anderson</i>	Date: <i>6-21-22</i>
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:	\$	396,614.00
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	<i>Richard J. Bogus</i>	6-27-2022
	(City Engineer)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

TO OWNER: City of Columbus PROJECT: Quail Run Golf Course  
 2414 14th Street 327 S 5th Street  
 Columbus, NE 68602 Columbus, NE 68601  
 Contact: Richard J. Bogus  
 Phone: (402) 562-4220

APPLICATION NO: 14  
 APPLICATION DATE: 06/23/22  
 PERIOD TO: 07/13/22  
 PAYMENT DUE: 06/20/22

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: Landscapes Unlimited, LLC VIA ARCHITECT: N/A  
 1201 Aries Drive  
 Lincoln, NE 68512

Payment by Wire Transfer  
 PROJECT NO: 2006A

CONTRACT FOR: Golf Course Repairs

CONTRACT DATE: December 7, 2020

**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	\$	1,378,345.67
2. Net change by Change Orders	\$	7,793.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,386,139.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,386,139.40
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,386,139.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,247,525.46
8. CURRENT PAYMENT DUE	\$	<b>138,613.94</b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,743.23	\$9,949.50
Total approved this Month	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
TOTALS	\$17,743.23	\$9,949.50
NET CHANGES by Change Order	\$7,793.73	

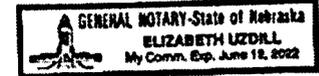
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: LANDSCAPES UNLIMITED, LLC

By: [Signature] Date: May 31, 2022

State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 31st day of May, 2022

[Signature]



My Commission Expires: June 12, 2022

**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 ..... \$ **138,613.94**

(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: **6/2/2022**

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.

[Signature: Richard J. Bogus] 6-27-2022

4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
07/06/2022	INVOICE	186560/5	WINDEX, CARWAX, RAIN-X, MENDER HOSE	63.27	
07/06/2022	INVOICE	186437/5	KEEPER WRAP-IT UP	2.99	
07/06/2022	INVOICE	186434/5	KEY MASTER	11.95	
07/06/2022	INVOICE	186433/5	WRENCH, INSPECTION MIRROR, COLD WELD, HOME (	88.13	
07/06/2022	INVOICE	186425/5	TOILET CLEANER	172.32	
07/06/2022	INVOICE	186424/5	AJAX, BOLT SET, WAX RING	59.18	
07/06/2022	INVOICE	186461/5	PRY BAR	7.05	
07/06/2022	INVOICE	186460/5	NUTS, BOLTS, SCREWS	12.32	
07/06/2022	INVOICE	186454/5	DUSH OAN, BROOM, 5 GAL COOLER, CANOPY	172.56	
07/06/2022	INVOICE	186452/5	PADLOCK	32.76	
07/06/2022	INVOICE	186571/5	PVC NIPPLE, GALV NIPPLE	26.72	
07/06/2022	INVOICE	186550/5	2 CYCLE OIL	59.80	
07/06/2022	INVOICE	186525/5	GARDEN SPRAYER	37.98	
07/06/2022	INVOICE	186471/5	GARDEN SPRAYER	21.99	
07/06/2022	INVOICE	186470/5	AAA BATTERY, SCREWDRIVER SET, CLAW HAMMER	66.35	
07/06/2022	INVOICE	186607/5	NUTS, BOLTS, SCREWS	4.29	
07/06/2022	INVOICE	186617/5	BRUSH FLAT	13.98	
07/06/2022	INVOICE	186631/5	DE-ICER, MIRROR	9.18	
07/06/2022	INVOICE	186621/5	PAINTBRUSH	17.90	
07/06/2022	INVOICE	186637/5	FLARING TOOL, PUSH ELBOW	28.58	
07/06/2022	INVOICE	186662/5	HORZ DUP COVER	4.99	
07/06/2022	INVOICE	186564/5	TRAY, FOAM ROLLER	33.75	
07/06/2022	INVOICE	186689/5	GARDEN SPRAYER	37.98	
07/06/2022	INVOICE	186712/5	PLUMBING SUPPLIES	33.54	
07/06/2022	INVOICE	186734/5	WINDEX OUTDOOR	143.84	
07/06/2022	INVOICE	186739/5	BATTERY 9V 4 PACK	19.99	
07/06/2022	INVOICE	186760/5	GARDEN HOE	38.98	
			Total:	1,222.37	
			Net of 27 Invoices / 0 Checks	1,222.37	
00180	ADVANCE AUTO PARTS				
07/06/2022	INVOICE	5606217368866	RELAY	46.73	
07/06/2022	INVOICE	5606217568906	GATES	44.05	
07/06/2022	INVOICE	5606217541462	HYDRAULIC	29.04	
07/06/2022	INVOICE	5606214080886	RETURN - STARTER	(222.63)	
07/06/2022	INVOICE	5606217268807	AIR FILTER	10.84	
07/06/2022	INVOICE	5606209567183	TRAILER CONNECTOR	11.39	
07/06/2022	INVOICE	5606216780976	AIR FILTER	17.14	
07/06/2022	INVOICE	5606216868765	AIR FILTER	44.44	
07/06/2022	INVOICE	5606216041063	GRAFFITI REMOVER	149.88	
07/06/2022	INVOICE	5606216568684	CONV OIL 10W40	49.56	
07/06/2022	INVOICE	5606216668725	PLASTIC WELD	8.54	
			Total:	188.98	
			Net of 11 Invoices / 0 Checks	188.98	
00102	AG SPRAY EQUIPMENT				
07/06/2022	INVOICE	565664	ATV CENTER NOZZLE ASSMBLY	12.53	
07/06/2022	INVOICE	570659	ANTIFOAM QUART	101.68	
			Total:	114.21	
			Net of 2 Invoices / 0 Checks	114.21	
00501	AMAZON				
07/06/2022	INVOICE	774639955675	DVD'S	172.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	775536383658	7 - HP USB-C DOCK G5	2,519.93	
07/06/2022	INVOICE	639994894846	ASSASSINATION CLASSROOM	12.42	
07/06/2022	INVOICE	454758855449	ASSORTED TYING BALLOONS	160.49	
07/06/2022	INVOICE	954656833954	THE GUILT TRIP	3.99	
07/06/2022	INVOICE	767783777654	PACIFIC BLUE BASIC 2 PLY	61.78	
07/06/2022	INVOICE	854789639563	BIC WHITE OUT, ASSASSINATION CLASSROOM, HAI	25.96	
07/06/2022	INVOICE	438557644937	PACKING TAPE	22.88	
07/06/2022	INVOICE	476574449499	SANUS ADVANCED TILT 4D	188.09	
07/06/2022	INVOICE	597643664948	SAMSUNG 43 INCH CLASS	324.71	
07/06/2022	INVOICE	649984583675	HAIKYU VOL 2	17.80	
07/06/2022	INVOICE	673433947744	HDMI SWITCH	18.69	
07/06/2022	INVOICE	437345896459	YELLOW TONER	142.89	
07/06/2022	INVOICE	939996537865	STUDIO 66 DVD	14.96	
07/06/2022	INVOICE	646935794979	TONER	259.98	
07/06/2022	INVOICE	594659845665	TONER	1,714.34	
07/06/2022	INVOICE	986667444534	DAGASHI SET, JAPANESE CORN PUFFED	71.94	
07/06/2022	INVOICE	447936849653	CARBURETOR FOR STIHL	19.99	
07/06/2022	INVOICE	863535966594	USB C CHARGER, NYLON USB	51.96	
Total:				5,805.61	
Net of 19 Invoices / 0 Checks				5,805.61	
00133	AMERICAN LEGAL PUBLISHING CORP				
07/06/2022	INVOICE	17791	ALS UPDATE ORD 22-02 & 22-07	20.00	
07/06/2022	INVOICE	17573	2022 S-13 FOLIO/INTERNET SUPPLEMENT PAGES	203.00	
07/06/2022	INVOICE	17579	57 - 2022 S-13 SUPPLEMENT EDITING PAGES	1,106.65	
Total:				1,329.65	
Net of 3 Invoices / 0 Checks				1,329.65	
10833	AMERICAN POLICE HALL OF FAME				
07/06/2022	INVOICE	60922POLICE	DISTINGUISHED POLICE SERVICE AWARD - HUNKE	30.00	
Total:				30.00	
Net of 1 Invoices / 0 Checks				30.00	
00418	AQUA-CHEM INC				
07/06/2022	INVOICE	00199602	CHEMICALS	3,143.60	
Total:				3,143.60	
Net of 1 Invoices / 0 Checks				3,143.60	
10561	ARNOLD MOTOR SUPPLY				
07/06/2022	INVOICE	78NV039974	WIRE BRAID HOSE	119.25	
07/06/2022	INVOICE	78NV040313	OIL, AIR FILTER, PLIERS	127.96	
07/06/2022	INVOICE	78NV040074	FLANGE O RING	7.49	
07/06/2022	INVOICE	78NV039945	ALTERNATOR	163.67	
07/06/2022	INVOICE	78NV040192	TRANSMISSION FILTER KIT	24.50	
07/06/2022	INVOICE	78NV040126	ENGINE OIL FILTER, FUEL FILTER	38.88	
07/06/2022	INVOICE	78NV039968	COMPRESSOR OIL	22.99	
07/06/2022	INVOICE	78NV040739	HYDRAULIC FILTER	159.72	
Total:				664.46	
Net of 8 Invoices / 0 Checks				664.46	
10663	AUXIANT P2				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	6172022ADMIN	ADMIN FEES	64,096.59	
07/06/2022	CHECK	GENP 656			64,096.59
			Total:	64,096.59	64,096.59
			Net of 1 Invoices / 1 Checks		
10435	BEST VERSION MEDIA, LLC				
07/06/2022	INVOICE	280875-202208	AD MANAGEMENT FEE	152.00	
			Total:	152.00	
			Net of 1 Invoices / 0 Checks	152.00	
00917	BLACKSTONE PUBLISHING				
07/06/2022	INVOICE	2048899	MATERIALS	174.99	
			Total:	174.99	
			Net of 1 Invoices / 0 Checks	174.99	
02030	BLAZER LLC				
07/06/2022	INVOICE	10995	STAINLESS STEEL TO WALL SEAL DISH MACHINE AI	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
10703	BLEVINS TREVOR				
07/06/2022	INVOICE	6282022PARKS	UMP	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
00337	BOMGAARS				
07/06/2022	INVOICE	35971556	IGNITION SWITCH	12.99	
07/06/2022	INVOICE	35973522	2 - HYDRANTS	185.98	
07/06/2022	INVOICE	35976593	EPOXY PASTE, STOP BLOCK KIT	119.95	
07/06/2022	INVOICE	35976533	LEATHER GLOVES	37.98	
07/06/2022	INVOICE	35977898	KNEE BOOTS	19.99	
07/06/2022	INVOICE	35978377	RECOVERY STRAP, TRACTOR UMBRELLA	164.98	
07/06/2022	INVOICE	35980977	MENDING BRACE, BOLTS, FASTENERS	9.09	
07/06/2022	INVOICE	35981960	ELBOWS	6.76	
07/06/2022	INVOICE	35981956	TIP	57.99	
07/06/2022	INVOICE	35982225	SWITCH KIT	16.99	
07/06/2022	INVOICE	35984671	CAP, COUPLER	47.97	
07/06/2022	INVOICE	35985737	PITCHER ACCU-POUR	10.99	
07/06/2022	INVOICE	35985757	LIGHT	29.98	
07/06/2022	INVOICE	35986281	HI-VIS JACKET	119.98	
07/06/2022	INVOICE	35989297	ROTELLA T4 GALLON	35.98	
07/06/2022	INVOICE	35976028	POLY CREEPER, STRING TRIMMER	504.98	
07/06/2022	INVOICE	35976016	KNEE BOOT	32.99	
07/06/2022	INVOICE	35976539	TRIMMER LINE	34.99	
07/06/2022	INVOICE	35986268	BALL VALVE, HOSE BARB, ELBOW	18.77	
07/06/2022	INVOICE	35977298	BOLTS	2.43	
07/06/2022	INVOICE	35976821	KEY STOCK	6.29	
07/06/2022	INVOICE	35989022	PLIERS	11.19	
			Total:	1,489.24	
			Net of 22 Invoices / 0 Checks	1,489.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10831 07/06/2022	BONILLA LAURA INVOICE	61422JCC	TTY CLASS GRAND ISLAND	224.64	
			Total:	224.64	
			Net of 1 Invoices / 0 Checks	224.64	
10800 07/06/2022	BOUCLY AUDE INVOICE	2022-07	YOGA CLASSES	180.00	
			Total:	180.00	
			Net of 1 Invoices / 0 Checks	180.00	
10814 07/06/2022	BRIZAL ALEXIS INVOICE	6282022PARKS	UMP	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
10626 07/06/2022	CAPITAL ONE - WALMART INVOICE	961033	HOT DOG BUNS, HOTDOGS, KOSHER DILLS	25.55	
07/06/2022	INVOICE	630207	SPOON, SCISSOR, SHOE BOX, CLOROX	47.87	
07/06/2022	INVOICE	163677	STOOL, NACHO JALPNO, GAIN	34.00	
07/06/2022	INVOICE	540887	FUN POPS	8.94	
07/06/2022	INVOICE	622268	WATER, MT DEWPEPSI, DIET PEPSI, RDY ICE	144.92	
07/06/2022	INVOICE	764308	2 - HP 63XL BLACK INK CARTRIDGE	83.78	
07/06/2022	INVOICE	304851	5 GAL HD JUG	49.99	
07/06/2022	INVOICE	617754	BEANS, LUNCH BAG, WIGGLE EYES, FOAM CUPS, HI	71.47	
07/06/2022	INVOICE	702533	50" TV, MICROWAVE	387.96	
07/06/2022	INVOICE	881302	FUTON	239.00	
07/06/2022	INVOICE	144912	VIVA, CLOROX, HP 65SC, FACE TISSUE	82.62	
07/06/2022	INVOICE	083134	DAWN, SWIF, AEROSOL, FEBREZ, SPONGE, PLUG II	103.03	
07/06/2022	INVOICE	283116	MAGNETS, EXPO FINE	9.23	
07/06/2022	INVOICE	443724190	FINE BLACK INK, TAPE, 3 OUTLET	43.49	
07/06/2022	INVOICE	450096802	PICKLES, FUN POPS, CHILI	115.02	
			Total:	1,446.87	
			Net of 15 Invoices / 0 Checks	1,446.87	
10604 07/06/2022	CASEY'S MAIL SERVICE LLC INVOICE	2037	MAY POSTAGE, WATER STATEMENTS	4,196.84	
07/06/2022	INVOICE	2048	LIBRARY/MEDIA MAIL	531.11	
			Total:	4,727.95	
			Net of 2 Invoices / 0 Checks	4,727.95	
10828 07/06/2022	CHRISTENSEN STEVE INVOICE	6282022PARKS	UMP	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
10816 07/06/2022	CLAUSSEN ROD INVOICE	6282022PARKS	UMP	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10827 07/06/2022	CLINE RANDY INVOICE	6142022PARKS	UMP	510.00	
			Total:	510.00	
			Net of 1 Invoices / 0 Checks	510.00	
10826 07/06/2022	CLINE TYLER INVOICE	6282022PARKS	UMP	510.00	
			Total:	510.00	
			Net of 1 Invoices / 0 Checks	510.00	
10223 07/06/2022	CN WELDING WORKS INVOICE	2766	JBR ADAPTOR REPAIRS	1,400.00	
			Total:	1,400.00	
			Net of 1 Invoices / 0 Checks	1,400.00	
03140 07/06/2022	COLUMBUS AREA CHAMBER OF INVOICE	6222022HR	COLUMBUS BUCKS-SEALOCK	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
10829 07/06/2022	COLUMBUS BASEBALL ASSOC INC INVOICE	GOLF	2022 SPONSORSHIP	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
10768 07/06/2022	COLUMBUS CREDIT SERVICES INVOICE	ANNUAL	PUBLIC RECORD BULLETIN ANNUAL SUBSCRIPTION	155.00	
			Total:	155.00	
			Net of 1 Invoices / 0 Checks	155.00	
01374 07/06/2022	COLUMBUS MUSIC INVOICE	CONTRACT	SUMMER CONCERT	1,700.00	
			Total:	1,700.00	
			Net of 1 Invoices / 0 Checks	1,700.00	
03142 07/06/2022	COLUMBUS STEEL SUPPLY INVOICE	143156	PLATE	688.07	
			Total:	688.07	
			Net of 1 Invoices / 0 Checks	688.07	
10835 07/06/2022	COLUMBUS SUPPLY INVOICE	45825-Y	HYDRANT WRENCH BAG	242.99	
			Total:	242.99	
			Net of 1 Invoices / 0 Checks	242.99	
03143 07/06/2022	COLUMBUS TIRE & SERVICE INVOICE	1-20224	TIRE	103.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	103.95	
			Net of 1 Invoices / 0 Checks	103.95	
01250 07/06/2022	COMMONWEALTH ELECTRIC COMPANY INVOICE	99022	NEW LED BALLPARK LIGHTS THAT WERE DAMAGED	11,018.00	
			Total:	11,018.00	
			Net of 1 Invoices / 0 Checks	11,018.00	
03146 07/06/2022	CONNECTING POINT/RADIO SHACK INVOICE	15597	HP 550 SHEET FEEDER TRAY	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
02718 07/06/2022	CORE & MAIN LP INVOICE	R061463	OMNI 20' TRPL	5,212.00	
			Total:	5,212.00	
			Net of 1 Invoices / 0 Checks	5,212.00	
10438 07/06/2022	CRANE RIVER THEATER INVOICE	1802	PAGE TO STAGE WORKSHOP	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
03149 07/06/2022	CULLIGAN OF COLUMBUS INVOICE	259106	RO FILTERS/FILTER CHANGE	188.00	
07/06/2022	INVOICE	90199396	SALT PELLET DELIVERED	58.95	
			Total:	246.95	
			Net of 2 Invoices / 0 Checks	246.95	
03279 07/06/2022	DAS STATE ACCOUNTING INVOICE	1324025	MONTHLY NETWORK CHARGES	1,215.99	
07/06/2022	INVOICE	1323976	MONTHLY NETWORK CHARGES	256.00	
			Total:	1,471.99	
			Net of 2 Invoices / 0 Checks	1,471.99	
03065 07/06/2022	DOWNEY DRILLING INVOICE	21-1881	ANNUAL WELL MAINTENANCE	2,500.00	
			Total:	2,500.00	
			Net of 1 Invoices / 0 Checks	2,500.00	
03156 07/06/2022	DRAIN SURGEON INVOICE	7522	2115 5TH ST CLEAN MAIN LINE/LOCATE MISMATCH	374.50	
			Total:	374.50	
			Net of 1 Invoices / 0 Checks	374.50	
10830 07/06/2022	DRUMMOND DIANE INVOICE	5232022JCC	TRAINING IN YORK	224.63	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	6112022JCC	PROTECTION ORDER TRAINING	156.43	
			Total:	381.06	
			Net of 2 Invoices / 0 Checks	381.06	
03158	EAKES OFFICE SOLUTIONS				
07/06/2022	INVOICE	INV372496	COPIER CONTRACT	114.14	
07/06/2022	INVOICE	8517400-0	BADGE	19.94	
07/06/2022	INVOICE	8521114-0	SHARPIE MARKER	16.12	
07/06/2022	INVOICE	8518823-0	LAMINATION SLEEVES	12.44	
07/06/2022	INVOICE	INV370988	COPIER CONTRACT	234.47	
07/06/2022	INVOICE	8517625-0	COMP BOOK, NOTEBOOK, POST IT, PEN	94.03	
07/06/2022	INVOICE	8509489-0	BADGE	19.94	
07/06/2022	INVOICE	8513504-0	ADHES NOTES	25.18	
07/06/2022	INVOICE	8511936-1	CIRCLE MAGNETS	6.18	
07/06/2022	INVOICE	INV373040	COPIER CONTRACT	120.94	
			Total:	663.38	
			Net of 10 Invoices / 0 Checks	663.38	
03159	EBSICO INDUSTRIES INC				
07/06/2022	INVOICE	2107889	FIELD & STREAM	18.64	
07/06/2022	INVOICE	2206572	REMINISCE MAGAZINE	2.20	
			Total:	20.84	
			Net of 2 Invoices / 0 Checks	20.84	
03161	ELECTRICAL ENGINEERING &				
07/06/2022	INVOICE	7497100-00	LKG CONN, 3/4" CORD CONN KIT	40.09	
07/06/2022	INVOICE	7497418-0	THERMAL UNIT, TD FUSE	443.97	
			Total:	484.06	
			Net of 2 Invoices / 0 Checks	484.06	
01597	ELECTRONIC ENGINEERING				
07/06/2022	INVOICE	855001704-1	REPAIR 2 WAY RADIOS	542.45	
			Total:	542.45	
			Net of 1 Invoices / 0 Checks	542.45	
03163	ENTERPRISE ELECTRIC COLUMBUS				
07/06/2022	INVOICE	1145-1009767	RELAY TERM BLK ASSY	49.17	
			Total:	49.17	
			Net of 1 Invoices / 0 Checks	49.17	
01864	FAIRFIELD INN & SUITES				
07/06/2022	INVOICE	434C400010571	2 NIGHTS - KLINE	219.90	
			Total:	219.90	
			Net of 1 Invoices / 0 Checks	219.90	
03165	FASTENAL COMPANY				
07/06/2022	INVOICE	NECOL243984	QWIK STIK	88.69	
07/06/2022	INVOICE	NECOL242548	DOUBLE PAID - CREDIT ON ACCOUNT	(28.60)	
07/06/2022	INVOICE	NECOL243560	IC WB STFTY GRN 17 OZ	65.89	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	NECOL243691	IC WB SFTY GRN 17 OZ	77.87	
			Total:	203.85	
			Net of 4 Invoices / 0 Checks	203.85	
10653 07/06/2022	FIRST UNITED METHODIST CHURCH INVOICE	7192022LIBRARY	RESERVATION 7/19/2022	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
00841 07/06/2022	FRENCH BRAD INVOICE	5252022FIRE	GRAND ISLAND - FIRE SCHOOL	145.27	
			Total:	145.27	
			Net of 1 Invoices / 0 Checks	145.27	
10605 07/06/2022	G.I. TRAILER INVOICE	2221790006	DOLLY BUSHING REPAIR KIT	40.16	
			Total:	40.16	
			Net of 1 Invoices / 0 Checks	40.16	
00459 07/06/2022	GALE INVOICE	77914037	MATERIALS	23.99	
			Total:	23.99	
			Net of 1 Invoices / 0 Checks	23.99	
01789 07/06/2022	GAVER TIRE & AUTO CENTER INC INVOICE	66332	USED TIRE	45.75	
			Total:	45.75	
			Net of 1 Invoices / 0 Checks	45.75	
03174 07/06/2022	GEHRING CONSTRUCTION & INVOICE	63361	2736 25TH ST	805.75	
07/06/2022	INVOICE	63167	18TH AVE & 17TH ST	769.13	
07/06/2022	INVOICE	63217	3173 43RD AVE	416.25	
07/06/2022	INVOICE	63218	BETWEEN 13TH & 14TH ST	952.25	
07/06/2022	INVOICE	63395	HOWARD BLVD & 14TH ST	842.38	
07/06/2022	INVOICE	63229	BETWEEN 13TH & 14TH ST	57.75	
07/06/2022	INVOICE	5	WATER & CONCRETE PAVING IMPROVEMENTS 2022	396,614.00	
			Total:	400,457.51	
			Net of 7 Invoices / 0 Checks	400,457.51	
00303 07/06/2022	GENE STEFFY FORD INVOICE	PW-701217	BATTERY	449.85	
			Total:	449.85	
			Net of 1 Invoices / 0 Checks	449.85	
03176 07/06/2022	GEOCOMM INC INVOICE	INV013125	GIS MAP DATA/MSAG MAINTENANCE - YEAR TWO	4,118.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,118.00	
			Net of 1 Invoices / 0 Checks	4,118.00	
03178	GERHOLD CONCRETE COMPANY				
07/06/2022	INVOICE	322471	471 22ND AVE	446.23	
07/06/2022	INVOICE	108203	17TH ST & 24TH AVE	1,116.08	
			Total:	1,562.31	
			Net of 2 Invoices / 0 Checks	1,562.31	
00056	GODFATHER'S PIZZA				
07/06/2022	INVOICE	5831	COLUMBUS FIRE DEPT - PIZZA	77.96	
			Total:	77.96	
			Net of 1 Invoices / 0 Checks	77.96	
02594	GREAT PLAINS BUILDING SUPPLY				
07/06/2022	INVOICE	360874	ATHLETIC FIELD	106.80	
07/06/2022	INVOICE	360453	2X12 ACQ TREATED	31.80	
07/06/2022	INVOICE	360664	ATHELETIC FIELD MARKER	133.50	
07/06/2022	INVOICE	360666	ATHLETIC FIELD MARKER	560.70	
			Total:	832.80	
			Net of 4 Invoices / 0 Checks	832.80	
02075	GREAT PLAINS COMMUNICATIONS				
07/06/2022	INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 06/16-07/15	842.71	
			Total:	842.71	
			Net of 1 Invoices / 0 Checks	842.71	
03183	HADLEY-BRAITHWAIT COMPANY				
07/06/2022	INVOICE	225541	CONCESSIONS	1,003.15	
07/06/2022	INVOICE	225216	DOG ROLLER GRILL	1,750.00	
07/06/2022	INVOICE	225623	GERRARD CONCESSIONS CANDY	866.90	
07/06/2022	INVOICE	225209	CONCESSIONS - NACHO CHIPS, POPPING OIL	411.55	
07/06/2022	INVOICE	225121	PLUNGE CONCESSION - CANDY, POPSICLES	442.60	
07/06/2022	INVOICE	225253	3 CASES CENTER PULL TOWELS	176.85	
			Total:	4,651.05	
			Net of 6 Invoices / 0 Checks	4,651.05	
00272	HAWKINS INC				
07/06/2022	INVOICE	6217954	AZONE	5,615.66	
07/06/2022	INVOICE	6219190	GALLON CONDITIONER	304.96	
			Total:	5,920.62	
			Net of 2 Invoices / 0 Checks	5,920.62	
03185	HDR ENGINEERING INC				
07/06/2022	INVOICE	1200441975	LOST CREEK PARKWAY SEWER PROJECT	7,647.37	
			Total:	7,647.37	
			Net of 1 Invoices / 0 Checks	7,647.37	
02243	HIGGINS SAMANTHA				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	6032022COMM	LUNCH	42.85	
			Total:	42.85	
			Net of 1 Invoices / 0 Checks	42.85	
02804 07/06/2022	HUFFMAN ENGINEERING INC. INVOICE	1010759	JUNE 2022 PROGRESS BILL	460.00	
			Total:	460.00	
			Net of 1 Invoices / 0 Checks	460.00	
03194	INGRAM LIBRARY SERVICES, INC				
07/06/2022	INVOICE	59896896	MATERIALS	1,602.66	
07/06/2022	INVOICE	59976149	MATERIALS	152.53	
07/06/2022	INVOICE	59976150	MATERIALS	9.68	
07/06/2022	INVOICE	70009714	MATERIALS	260.77	
07/06/2022	INVOICE	59978971	CREDIT - DAMAGED	(15.11)	
07/06/2022	INVOICE	70083637	MATERIALS	122.24	
07/06/2022	INVOICE	70116412	MATERIALS	682.21	
			Total:	2,814.98	
			Net of 7 Invoices / 0 Checks	2,814.98	
10808 07/06/2022	J. J. KELLER & ASSOCIATES INC INVOICE	9107074740	CDL TRAINER MANUAL	135.08	
			Total:	135.08	
			Net of 1 Invoices / 0 Checks	135.08	
03199	JACKSON SERVICES INC				
07/06/2022	INVOICE	4821956	LOGO MAT, MAT FOR KITCHEN	38.98	
07/06/2022	INVOICE	4822868	UNIFORMS	76.89	
07/06/2022	INVOICE	4821971	TEA TOWEL, BAR MOP	30.00	
07/06/2022	INVOICE	4825485	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, !	127.45	
07/06/2022	INVOICE	4823767	UNIFORMS	270.40	
07/06/2022	INVOICE	4825408	MATS, ROLLER TOWEL, SHOP TOWELS	57.13	
07/06/2022	INVOICE	4825400	MATS	17.11	
07/06/2022	INVOICE	4824583	UNIFORMS	92.17	
07/06/2022	INVOICE	4824548	UNIFORMS	87.53	
07/06/2022	INVOICE	4823769	UNIFORMS	132.07	
07/06/2022	INVOICE	4823778	MAT	2.92	
07/06/2022	INVOICE	4827252	MOP, UNIFORMS	82.27	
07/06/2022	INVOICE	4826361	MATS	59.59	
07/06/2022	INVOICE	4828178	MAT, BAR & SHOP TOWELS	22.07	
07/06/2022	INVOICE	4828177	UNIFORMS	92.17	
07/06/2022	INVOICE	4828168	MOP	3.52	
07/06/2022	INVOICE	4828167	UNIFORMS	132.07	
07/06/2022	INVOICE	4828166	MOPS, MAT	21.08	
07/06/2022	INVOICE	4829822	MATS, ROLLER TOWEL, UNIFORMS	119.30	
07/06/2022	INVOICE	4828165	UNIFORMS	270.40	
07/06/2022	INVOICE	4824557	CREDIT - DOUBLE PAID 4804120	(300.27)	
			Total:	1,434.85	
			Net of 21 Invoices / 0 Checks	1,434.85	
10506	JOHNSON CONTROLS FIRE PROTECTION LP				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	22971372	ANNUAL INVOICE - SERVICE AGREEMENT ON FIRE i	1,015.00	
			Total:	1,015.00	
			Net of 1 Invoices / 0 Checks	1,015.00	
03202	KELLY SUPPLY COMPANY				
07/06/2022	INVOICE	S12275401-0	PVC TEE , BUSHING, SPIGOT, BUSHING	404.58	
07/06/2022	INVOICE	S12275326-0	GATES HOSE	355.60	
07/06/2022	INVOICE	S12275011-1	SS TEE, CLAMPS, PTFE TAPE	59.56	
07/06/2022	INVOICE	S12275245-0	POLY NIPPLE	2.48	
07/06/2022	INVOICE	S12275101-0	HYDRAULIC HOSE, GATES STEM, TUBE FITTINGS	199.43	
07/06/2022	INVOICE	S12275011-0	INSERT MALE ADPT, TEE	8.23	
			Total:	1,029.88	
			Net of 6 Invoices / 0 Checks	1,029.88	
00219	KLINE JANELLE				
07/06/2022	INVOICE	6212022CLERK	LNM FINANCE CONFERENCE MILEAGE	139.23	
			Total:	139.23	
			Net of 1 Invoices / 0 Checks	139.23	
01247	KLINE KEITH				
07/06/2022	INVOICE	6222022GOLF	CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
03206	KOCH EXCAVATING CO INC				
07/06/2022	INVOICE	29721	16.25 TONS	682.50	
			Total:	682.50	
			Net of 1 Invoices / 0 Checks	682.50	
10798	KRACKMAN MITCHEL				
07/06/2022	INVOICE	6282022PARKS	UMP	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02808	KULA'S EXHAUST & REPAIR LLC				
07/06/2022	INVOICE	9063	EXHAUST ELBOW, PIPE, FLARE PIPE	193.10	
			Total:	193.10	
			Net of 1 Invoices / 0 Checks	193.10	
00012	LAKEVIEW SMALL ENGINE INC				
07/06/2022	INVOICE	048644	FILTER OIL, PREM TRANS	192.71	
			Total:	192.71	
			Net of 1 Invoices / 0 Checks	192.71	
10338	LANDSCAPES UNLIMITED LLC				
07/06/2022	INVOICE	14	GOLF COURSE REPAIRS	138,613.94	
			Total:	138,613.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	138,613.94	
03210 07/06/2022	LEAGUE OF NEBR MUNICIPALITIES INVOICE	18762	MUNICIPAL ACCOUNTING & FINANCE CONFERENCE	499.00	
			Total:	499.00	
			Net of 1 Invoices / 0 Checks	499.00	
01262 07/06/2022	LIFEGUARD MD INVOICE	14273	DEFIBRILLATION PADS	127.00	
			Total:	127.00	
			Net of 1 Invoices / 0 Checks	127.00	
00822 07/06/2022	LINCOLN WINWATER WORKS INVOICE	08347301	RING/COVER,	2,508.00	
07/06/2022	INVOICE	08528901	CTS COUPLING BRASS	984.40	
			Total:	3,492.40	
			Net of 2 Invoices / 0 Checks	3,492.40	
10825 07/06/2022	LUTJENS JAROD INVOICE	6282022PARKS	UMP	330.00	
			Total:	330.00	
			Net of 1 Invoices / 0 Checks	330.00	
02806 07/06/2022	MACQUEEN EQUIPMENT INVOICE	P09364	TOW BAR ASSY, TOW BAR LOW PVT	715.24	
07/06/2022	INVOICE	P09362	WLDT CLAMP, UNIVERSAL SANDWICH MOUNT, MUFFL	455.67	
07/06/2022	INVOICE	P09376	TUBE BROOM	668.65	
07/06/2022	INVOICE	P09375	CYL AY HYD	187.53	
07/06/2022	INVOICE	P09380	FREIGHT REFUND	(157.28)	
07/06/2022	INVOICE	P09326	BROOM STRIP, DEFLECTOR, CLAMP	660.46	
07/06/2022	INVOICE	P09324	EAGLE MANDREL, DEFLECTOR	640.00	
07/06/2022	INVOICE	P09323	SPROCKET, CONV DRIVEN SPROCKET	121.29	
			Total:	3,291.56	
			Net of 8 Invoices / 0 Checks	3,291.56	
03212 07/06/2022	MATHESON-LINWELD INVOICE	0025860824	OXYGEN, ACETYLENE	95.42	
07/06/2022	INVOICE	0025849291	CARBON DIOXIDE CYL	82.45	
07/06/2022	INVOICE	0025855135	SHIELD CUP, SHIELD CAP, TIP	242.18	
			Total:	420.05	
			Net of 3 Invoices / 0 Checks	420.05	
03220 07/06/2022	MENARDS INVOICE	64455	KLEENEX, CHARMIN, BOUNTY	56.74	
07/06/2022	INVOICE	64416	HOSE CLAMP, ADAPTER, DIESEL CAN	70.30	
07/06/2022	INVOICE	64648	GFI COVER, NITRILE GLOVES	25.93	
07/06/2022	INVOICE	64719	WATER	13.92	
07/06/2022	INVOICE	64156	PAPER TOWELS, RANGE OUTLET, FOAM BRUSH	101.57	
07/06/2022	INVOICE	64127	CLIP, CABLE CLAMP, TIRE PLUGS	7.47	
07/06/2022	INVOICE	64116	CLEANOUT ADAPTER	5.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	64015	TIDE PODS	212.40	
07/06/2022	INVOICE	63976	FRAME, SANDING DISC, BOARD	142.26	
07/06/2022	INVOICE	63914	RETURN - 4" PVC ADAPTER	(9.18)	
07/06/2022	INVOICE	63940	RETURN - 4' PVC CLEANOUT ADAPTER	(12.88)	
07/06/2022	INVOICE	63891	4' PVC FEMALE ADAPTER, CAR WASH	49.50	
07/06/2022	INVOICE	63913	4" PVC CLEANOUT ADAPTER	12.88	
07/06/2022	INVOICE	63924	WATER, PAM, HAMMER, PRIMER, PAINT, DRILL BI'	206.24	
Total:				883.14	
Net of 14 Invoices / 0 Checks				883.14	
10836	MERWALD RUTH				
07/06/2022	INVOICE	6162022	FACE PAINTING	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
00282	METTLER-TOLEDO INC				
07/06/2022	INVOICE	655066662	PREVENTATIVE MAINTENANCE - ON SITE	630.89	
Total:				630.89	
Net of 1 Invoices / 0 Checks				630.89	
03222	MID-AMERICAN RESEARCH				
07/06/2022	INVOICE	0765246-IN	LINER, ERGONOMIC 53" HANDLE, SWIVEL DECK SCI	210.45	
Total:				210.45	
Net of 1 Invoices / 0 Checks				210.45	
00205	MID-STATE ENGINEERING & TESTING				
07/06/2022	INVOICE	21192	48TH AVENUE - COMPACTION TEST	350.00	
07/06/2022	INVOICE	21201	E 14TH AVENUE - COMPACTION TEST	210.00	
07/06/2022	INVOICE	21210	LIBRARY-CULTURAL ARTS CENTER -CITY HALL CON	299.00	
Total:				859.00	
Net of 3 Invoices / 0 Checks				859.00	
01325	MIDWEST MINI MELTS				
07/06/2022	INVOICE	113978	MINI MELTS	1,957.72	
Total:				1,957.72	
Net of 1 Invoices / 0 Checks				1,957.72	
10752	MOMS & MOPS				
07/06/2022	INVOICE	62422WATER	CLEANING CENTRAL MAINTENANCE	320.00	
Total:				320.00	
Net of 1 Invoices / 0 Checks				320.00	
03230	MOTION INDUSTRIES INC				
07/06/2022	INVOICE	NE07-00470687	SER B BRG	152.08	
07/06/2022	INVOICE	NE07-00470852	BALL BEARING	116.40	
Total:				268.48	
Net of 2 Invoices / 0 Checks				268.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10832 07/06/2022	MR GOLF CAR INC INVOICE	LEASE25-82	LEASE CARS FOR VAN BERG	2,790.00	
			Total:	2,790.00	
			Net of 1 Invoices / 0 Checks	2,790.00	
10824 07/06/2022	MROCZEK CODY INVOICE	6282022PARKS	FIELD WORK DURING TOURNEY	770.00	
			Total:	770.00	
			Net of 1 Invoices / 0 Checks	770.00	
00153 07/06/2022	MUELLER SPRINKLERS INVOICE	61627	HUNTER PRO C 3 STATION MODULE	83.98	
07/06/2022	INVOICE	60928	72" EXTREME BLADES, SEM SCREW	88.79	
07/06/2022	INVOICE	61625	12 - HUNTER I 25 ADV	1,067.76	
07/06/2022	INVOICE	60234	EXTREME BLADES	66.15	
			Total:	1,306.68	
			Net of 4 Invoices / 0 Checks	1,306.68	
10225 07/06/2022	NAPA AUTO PARTS OF COLUMBUS INVOICE	718877	BRAKE PARTS CLEANER, OIL DRY	59.88	
07/06/2022	INVOICE	718878	35 TON SERVICE JACK	295.00	
			Total:	354.88	
			Net of 2 Invoices / 0 Checks	354.88	
00239 07/06/2022	NEBRASKA HARVESTORE SYSTEMS INVOICE	13037	2 FEMALE & MALE COUPLERS	192.12	
			Total:	192.12	
			Net of 1 Invoices / 0 Checks	192.12	
00444 07/06/2022	NEBRASKA PUBLIC HEALTH INVOICE	552930	WATER TESTING	337.00	
			Total:	337.00	
			Net of 1 Invoices / 0 Checks	337.00	
00315 07/06/2022	NEBRASKA STATE VOLUNTEER INVOICE	5339	32 - MEMBERS, NEWSPAPER	601.00	
			Total:	601.00	
			Net of 1 Invoices / 0 Checks	601.00	
10639 07/06/2022	NELSON, DUSTIN INVOICE	6132022FIRE	GRAND ISLAND - FIRE SCHOOL	131.91	
			Total:	131.91	
			Net of 1 Invoices / 0 Checks	131.91	
03241 07/06/2022	NEWMAN SIGNS INC. INVOICE	TRFINV040118	SIGNS	245.76	
			Total:	245.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	245.76	
03246	NORTHEAST NEBRASKA ECONOMIC				
07/06/2022	INVOICE	23644	CDBG REHAB REUSE MAY 2022 ADMIN SERVICES	99.60	
07/06/2022	INVOICE	23650	DPA TRUST RESUE MAY 2022 ADMIN SERVICES	18.75	
07/06/2022	INVOICE	23639	CDBG DPA REUSE MAY 2022 ADMIN SERVICES	56.25	
			Total:	174.60	
			Net of 3 Invoices / 0 Checks	174.60	
00350	NOSWETT FENCING INC				
07/06/2022	INVOICE	13343	GATE HINGES	36.00	
07/06/2022	INVOICE	13360	REINSTALL CHAIN LINK FENCE AT TENNIS COURT	1,200.00	
			Total:	1,236.00	
			Net of 2 Invoices / 0 Checks	1,236.00	
00220	NWEA				
07/06/2022	INVOICE	6232022	HEARTLAND OPERATORS CONFERENCE - ANNETTE GR	90.00	
07/06/2022	INVOICE	6232022	HEARTLAND OPERATORS CONFERENCE - JIM SPEICH	90.00	
07/06/2022	INVOICE	6232022	HEARTLAND OPERATORS CONFERENCE - MICHAEL LAI	90.00	
			Total:	270.00	
			Net of 3 Invoices / 0 Checks	270.00	
03249	OCCUPATIONAL HEALTH SERV				
07/06/2022	INVOICE	75039	PRE-EMPLOYMENT DRUG SCREEN & EXAMINATION	802.00	
07/06/2022	INVOICE	74939	DRUG SCREENS	2,853.00	
			Total:	3,655.00	
			Net of 2 Invoices / 0 Checks	3,655.00	
00176	O'REILLY AUTOMOTIVE INC				
07/06/2022	INVOICE	0681-169483	MOLY GREASE	173.70	
07/06/2022	INVOICE	0681-168987	AIR FILTER	27.68	
07/06/2022	INVOICE	0681-168268	TOWING KIT	38.99	
			Total:	240.37	
			Net of 3 Invoices / 0 Checks	240.37	
00345	PETE LIEN & SONS INC.				
07/06/2022	INVOICE	22POS/056457	QUICKLIME FINES	6,883.69	
			Total:	6,883.69	
			Net of 1 Invoices / 0 Checks	6,883.69	
03258	PETTY CASH				
07/06/2022	INVOICE	6282022POLICE	PETTY CASH	115.17	
			Total:	115.17	
			Net of 1 Invoices / 0 Checks	115.17	
00478	PLATTE VALLEY HUMANE SOCIETY				
07/06/2022	INVOICE	07012022	QUARTERLY PAYMENT PER AGREEMENT	20,000.00	
			Total:	20,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	20,000.00	
10241 07/06/2022	POMP'S TIRE SERVICE INC. INVOICE	1440013459	TIRES GMC 3500	314.03	
			Total:	314.03	
			Net of 1 Invoices / 0 Checks	314.03	
02647 07/06/2022	PORTER NATALEE L. INVOICE	5252022FIRE	GRAND ISLAND - FIRE SCHOOL	132.63	
			Total:	132.63	
			Net of 1 Invoices / 0 Checks	132.63	
02926 07/06/2022	POWER TECH LLC INVOICE	C001407	SEMI ANNUAL GENERATOR SERVICE CONTRACT JAN	1,345.00	
07/06/2022	INVOICE	C001400	GENERATOR SERVICE AGREEMENT JAN - DEC 2022	970.00	
			Total:	2,315.00	
			Net of 2 Invoices / 0 Checks	2,315.00	
01279 07/06/2022	QUINN JEFF INVOICE	70522LIBRARY	MAGIC SHOW	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
02763 07/06/2022	RDG PLANNING & DESIGN INVOICE	51062	DOWNTOWN REVITAIZATION PLAN	9,628.80	
			Total:	9,628.80	
			Net of 1 Invoices / 0 Checks	9,628.80	
03264 07/06/2022	REARDON LAWN & GARDEN INC INVOICE	3579214	REPAIR STIHL SAW	115.98	
			Total:	115.98	
			Net of 1 Invoices / 0 Checks	115.98	
10737 07/06/2022	RIEDMILLER JOHN INVOICE	6282022PARKS	FIELD WORK DURING TOURNEYS	3,545.00	
			Total:	3,545.00	
			Net of 1 Invoices / 0 Checks	3,545.00	
10838 07/06/2022	RIEDMILLER KORTNEY INVOICE	6282022PARKS	FIELD PREP & TOURNAMENT WORK	1,380.00	
			Total:	1,380.00	
			Net of 1 Invoices / 0 Checks	1,380.00	
10643 07/06/2022	RUTT'S HEATING & A/C INC INVOICE	I3010	CHECKED HASTINGS UNIT	75.00	
07/06/2022	INVOICE	I3024	REPAIR A/C	446.25	
			Total:	521.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	521.25	
02704 07/06/2022	SANDRY FIRE SUPPLY LLC INVOICE	INV-022722	TRADITIONAL HELMET	3,270.00	
			Total:	3,270.00	
			Net of 1 Invoices / 0 Checks	3,270.00	
03275 07/06/2022	SECURITY EQUIPMENT INC INVOICE	718812	MONITORING & SERVICE AGREEMENT	648.00	
			Total:	648.00	
			Net of 1 Invoices / 0 Checks	648.00	
01090 07/06/2022	SHEVLIN SUPPLY INVOICE	6011	CENTER PULL TOWELS, BATH TISSUE	255.86	
07/06/2022	INVOICE	6007	TOILET TISSUE	358.70	
07/06/2022	INVOICE	6006	KLEENEX	50.52	
07/06/2022	INVOICE	6021	5 - DISPENSERS FOR 9" JUMBO TISSUE	102.05	
07/06/2022	INVOICE	6020	HAND SOAP	84.88	
07/06/2022	INVOICE	6032	LINERS, BATH TISSUE	103.22	
07/06/2022	INVOICE	6029	WHITE LINERS, BATH TISSUE	74.89	
			Total:	1,030.12	
			Net of 7 Invoices / 0 Checks	1,030.12	
01394 07/06/2022	SIRIUS COMPUTER SOLUTIONS INC. INVOICE	INV-00088820	DATA CENTER CORE SERVERS	99,678.96	
07/06/2022	INVOICE	INV-000875215	COMMONVAULT PREMIUM MAINTENANCE	2,509.61	
07/06/2022	INVOICE	INV-000892507	VMWARE CARBON BLACK CLOUD	8,123.33	
			Total:	110,311.90	
			Net of 3 Invoices / 0 Checks	110,311.90	
00244 07/06/2022	STERICYCLE INC INVOICE	4011028509	MEDICAL WASTE SERVICES	1,011.26	
			Total:	1,011.26	
			Net of 1 Invoices / 0 Checks	1,011.26	
00105 07/06/2022	SUPER SAVER INVOICE	118673	ZIPLOC BAGS, FOOD SUPPLIES	52.97	
			Total:	52.97	
			Net of 1 Invoices / 0 Checks	52.97	
02437 07/06/2022	THOMAS CONNIE INVOICE	6032022LIBRARY	MILEAGE	46.22	
07/06/2022	INVOICE	6032022LIBRARY	MILEAGE	14.92	
			Total:	61.14	
			Net of 2 Invoices / 0 Checks	61.14	
03128 07/06/2022	TIRE OUTLET INC INVOICE	203850	REPAIR	10.00	
07/06/2022	INVOICE	204096	REPAIR	10.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	203879	TIRE	106.00	
07/06/2022	INVOICE	204031	REPAIR	10.00	
07/06/2022	INVOICE	204278	REPAIR	10.00	
07/06/2022	INVOICE	204346	2-COOPER TIRES	696.00	
Total:				842.00	
Net of 6 Invoices / 0 Checks				842.00	
10588	TOO FAST SUPPLY				
07/06/2022	INVOICE	353557	SHOCKWAVE ADAPTER, 2" R/O COARSE, SAFETY GLI	23.69	
07/06/2022	INVOICE	352912	NUTDRIVER, MECHANICS LENGTH DRILL	12.64	
Total:				36.33	
Net of 2 Invoices / 0 Checks				36.33	
10834	TROUT DONNA				
07/06/2022	INVOICE	6162022	FACE PAINTING	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
00550	TRUCK CENTER COMPANIES				
07/06/2022	INVOICE	XA111018081:01	CLNT FILTER, GREEN CONCENTRATE	45.56	
07/06/2022	INVOICE	XA111017865:01	WINDOW DOOR GLASS	120.81	
Total:				166.37	
Net of 2 Invoices / 0 Checks				166.37	
00357	TURFWERKS				
07/06/2022	INVOICE	OI53560	WHEEL & TIRE	582.74	
07/06/2022	INVOICE	OI53529	ASSY PUMP, GASKET	275.81	
Total:				858.55	
Net of 2 Invoices / 0 Checks				858.55	
00349	TWEET'S SPORT SHOP				
07/06/2022	INVOICE	13504	HOMEPLATE	29.99	
Total:				29.99	
Net of 1 Invoices / 0 Checks				29.99	
00100	U & I SANITATION				
07/06/2022	INVOICE	8790-382	JUNE SERVICE	85.00	
07/06/2022	INVOICE	8790-277	JUNE SERVICE	119.50	
07/06/2022	INVOICE	8790-286	JUNE SERVICE	50.00	
Total:				254.50	
Net of 3 Invoices / 0 Checks				254.50	
00289	UNION PACIFIC RAILROAD CO				
07/06/2022	INVOICE	90116206	PRELIMINARY ENGINEERING TO CONSTRUCT SIDEWA:	422.50	
Total:				422.50	
Net of 1 Invoices / 0 Checks				422.50	
00298	UPS STORE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
07/06/2022	INVOICE	MMY607TH3430Q	SHIPPING TO NEBRASKA PUBLIC HEALTH	11.95	
			Total:	11.95	
			Net of 1 Invoices / 0 Checks	11.95	
03294 07/06/2022	USA BLUE BOOK INVOICE	014283	DISPOSABLE GLOVES, HACH FLUORIDE, CHLORINE 1	1,565.87	
			Total:	1,565.87	
			Net of 1 Invoices / 0 Checks	1,565.87	
02869 07/06/2022	UV DOCTOR LAMPS LLC INVOICE	15537	NEDAP BALLAST	1,241.23	
			Total:	1,241.23	
			Net of 1 Invoices / 0 Checks	1,241.23	
02045 07/06/2022	VAN WALL EQUIPMENT INC INVOICE	5593305	SERVICE ON 2016 JOHN DEERE MOWER	3,394.28	
			Total:	3,394.28	
			Net of 1 Invoices / 0 Checks	3,394.28	
03298 07/06/2022	VOLUNTEER FIRE DEPARTMENT INVOICE	5162022FIRE	HOOKS/BISSELLS MAY PRACTICE - 25 MEALS AT \$!	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
10747 07/06/2022	WANCO INC INVOICE	75396	MESSAGE BOARD PARTS	742.00	
			Total:	742.00	
			Net of 1 Invoices / 0 Checks	742.00	
00505 07/06/2022 07/06/2022	WEEDCOPE INC INVOICE INVOICE	27092 27091	BARE GROUND HERBICIDE 119,700 SQ FT BARE GROUND HERBICIDE 62,500 SQ FT	1,230.00 665.00	
			Total:	1,895.00	
			Net of 2 Invoices / 0 Checks	1,895.00	
00385 07/06/2022	WEST POINT IMPLEMENT OF INVOICE	I504100	BOLT-PLOW, 1/2 WIZ NUT	14.76	
			Total:	14.76	
			Net of 1 Invoices / 0 Checks	14.76	
01803 07/06/2022	WILDLIFE ENCOUNTERS INVOICE	7192022LIBRARY	LIBRARY SUMMER READING PROGRAM	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
00208 07/06/2022	ZOLL MEDICAL CORPORATION INVOICE	3523181	THERMAL PAPER, INTUBATED CO2 FILTER	491.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				491.54	
Net of 1 Invoices / 0 Checks				491.54	
5 invoices and 1 check for 143 vendors:				890,773.61	64,096.59

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	ALS UPDATE ORD 22-02 & 22-07	1,329.65	
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	HDMI SWITCH	70.65	
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	COMMONVAULT PREMIUM MAINTENANCE	10,632.94	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	59.59	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	KLEENEX	153.74	
100-100-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	BATTERY 9V 4 PACK	19.99	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COMP BOOK, NOTEBOOK, POST IT, PEN	139.34	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MAY POSTAGE, WATER STATEMENTS	78.24	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	69.01	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & T	LIBRARY-CULTURAL ARTS CENTER -CITY HALI	74.75	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	SIRIUS COMPUTER SOLUTIONS	DATA CENTER CORE SERVERS	99,678.96	
100-100-57200-22001	CAPITAL-LAND & BUILDINGS	RDG PLANNING & DESIGN	DOWNTOWN REVITAIZATION PLAN	9,628.80	
Total For Dept 100 GENERAL ADMINISTRATION				121,935.66	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	8.01	
Total For Dept 102 COLUMBUS AREA TRANSIT				8.01	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	AMAZON	TONER	857.17	
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP 550 SHEET FEEDER TRAY	210.00	
100-103-54320-III-C	EQUIPMENT MAINTENANCE	BLAZER LLC	STAINLESS STEEL TO WALL SEAL DISH MACHI	40.00	
100-103-56010-III-B	SUPPLIES	AMAZON	THE GUILT TRIP	3.99	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	ZIPLOC BAGS, FOOD SUPPLIES	4.90	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	LOGO MAT, MAT FOR KITCHEN	22.98	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	LOGO MAT, MAT FOR KITCHEN	16.00	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	20.02	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	ZIPLOC BAGS, FOOD SUPPLIES	48.07	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				1,223.13	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	359.99	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	20.02	
Total For Dept 105 FINANCE				380.01	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FAIRFIELD INN & SUITES	2 NIGHTS - KLINE	219.90	
100-106-52700	TRAINING AND TUITION	KLINE JANELLE	LNK FINANCE CONFERENCE MILEAGE	139.23	
100-106-52700	TRAINING AND TUITION	LEAGUE OF NEBR MUNICIPALIT	MUNICIPAL ACCOUNTING & FINANCE CONFEREN	499.00	
100-106-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	359.99	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	16.02	
Total For Dept 106 CITY CLERK				1,234.14	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	4.00	
Total For Dept 108 HUMAN RESOURCES				4.00	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	109.83	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	AMERICAN POLICE HALL OF F	DISTINGUISHED POLICE SERVICE AWARD - HU	30.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-SEALOCK	200.00	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT DRUG SCREEN & EXAMINATIC	802.00	
100-110-53520	CONTRACT SERVICES	PLATTE VALLEY HUMANE SOCI	QUARTERLY PAYMENT PER AGREEMENT	20,000.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 07/06/2022 - 07/06/2022  
 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					
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	114.14	
100-110-54320	EQUIPMENT MAINTENANCE	POWER TECH LLC	SEMI ANNUAL GENERATOR SERVICE CONTRACT	1,345.00	
100-110-54330	VEHICLE MAINTENANCE	PETTY CASH	PETTY CASH	5.34	
100-110-56010	SUPPLIES	AMAZON	PACIFIC BLUE BASIC 2 PLY	61.78	
100-110-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	256.00	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	294.10	
Total For Dept 110 POLICE				23,218.19	
Dept 120 FIRE					
100-120-52900	EMPLOYEE HEALTH	FASTENAL COMPANY	QWIK STIK	44.35	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FLARING TOOL, PUSH ELBOW	28.58	
100-120-54310	BUILDING MAINTENANCE	MENARDS	CLEANOUT ADAPTER	46.31	
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	JUNE SERVICE	59.75	
100-120-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2-COOPER TIRES	696.00	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	CLNT FILTER, GREEN CONCENTRATE	45.56	
100-120-54380	MAINTENANCE AGREEMENTS	CULLIGAN OF COLUMBUS	RO FILTERS/FILTER CHANGE	188.00	
100-120-56010	SUPPLIES	COLUMBUS SUPPLY	HYDRANT WRENCH BAG	242.99	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	117.24	
100-120-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	WINDEX OUTDOOR	71.92	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	63.72	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TIDE PODS	106.20	
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	SANDRY FIRE SUPPLY LLC	TRADITIONAL HELMET	3,270.00	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	66.07	
Total For Dept 120 FIRE				5,046.69	
Dept 121 RESCUE					
100-121-52900	EMPLOYEE HEALTH	FASTENAL COMPANY	QWIK STIK	44.34	
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	JUNE SERVICE	59.75	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	BATTERY	449.85	
100-121-56010	SUPPLIES	ZOLL MEDICAL CORPORATION	THERMAL PAPER, INTUBATED CO2 FILTER	491.54	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	117.23	
100-121-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	WINDEX OUTDOOR	71.92	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	63.73	
100-121-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TIDE PODS	106.20	
100-121-56190	PERSONAL PROTECTIVE SUPP	ELECTRONIC ENGINEERING	REPAIR 2 WAY RADIOS	542.45	
100-121-56190	PERSONAL PROTECTIVE SUPP	STERICYCLE INC	MEDICAL WASTE SERVICES	1,011.26	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	66.07	
Total For Dept 121 RESCUE				3,024.34	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FRENCH BRAD	GRAND ISLAND - FIRE SCHOOL	145.27	
100-125-52700	TRAINING AND TUITION	NELSON, DUSTIN	GRAND ISLAND - FIRE SCHOOL	131.91	
100-125-52700	TRAINING AND TUITION	PORTER NATALEE L.	GRAND ISLAND - FIRE SCHOOL	132.63	
100-125-56350	COMPANY EXPENSES	GODFATHER'S PIZZA	COLUMBUS FIRE DEPT - PIZZA	77.96	
100-125-56350	COMPANY EXPENSES	VOLUNTEER FIRE DEPARTMENT	HOOKS/BISSELLS MAY PRACTICE - 25 MEALS	125.00	
100-125-56650	MEMBERSHIP DUES	NEBRASKA STATE VOLUNTEER	32 - MEMBERS, NEWSPAPER	601.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				1,213.77	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE	39.88	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	1,122.85	
100-130-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	REPAIR A/C	446.25	
100-130-55400	ADVERTISING AND PROMOTION	BEST VERSION MEDIA, LLC	AD MANAGEMENT FEE	152.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56010-MTRLS	SUPPLIES	AMAZON	PACKING TAPE	22.88	
100-130-56020	OFFICE SUPPLIES	AMAZON	BIC WHITE OUT, ASSASSINATION CLASSROOM,	7.99	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LAMINATION SLEEVES	12.44	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	531.11	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	56.06	
100-130-56250	REFUSE	U & I SANITATION	JUNE SERVICE	50.00	
100-130-56400-ADULT	PROGRAMS	BOUCLY AUDE	YOGA CLASSES	180.00	
100-130-56400-CHILD	PROGRAMS	THOMAS CONNIE	MILEAGE	61.14	
100-130-56400-CHSRP	PROGRAMS	AMAZON	ASSORTED TYING BALLOONS	160.49	
100-130-56400-CHSRP	PROGRAMS	CAPITAL ONE - WALMART	BEANS, LUNCH BAG, WIGGLE EYES, FOAM CUE	71.47	
100-130-56400-CHSRP	PROGRAMS	CRANE RIVER THEATER	PAGE TO STAGE WORKSHOP	500.00	
100-130-56400-CHSRP	PROGRAMS	FIRST UNITED METHODIST CHURCH	RESERVATION 7/19/2022	100.00	
100-130-56400-CHSRP	PROGRAMS	QUINN JEFF	MAGIC SHOW	300.00	
100-130-56400-CHSRP	PROGRAMS	WILDLIFE ENCOUNTERS	LIBRARY SUMMER READING PROGRAM	425.00	
100-130-56400-YASCH	PROGRAMS	AMAZON	DAGASHI SET, JAPANESE CORN PUFFED	71.94	
100-130-56400-YASRP	PROGRAMS	FIRST UNITED METHODIST CHURCH	RESERVATION 7/19/2022	100.00	
100-130-56400-YASRP	PROGRAMS	WILDLIFE ENCOUNTERS	LIBRARY SUMMER READING PROGRAM	425.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	187.77	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	MATERIALS	174.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	23.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	MATERIALS	2,008.66	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	MATERIALS	27.78	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	EBSCO INDUSTRIES INC	FIELD & STREAM	20.84	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	AMAZON	ASSASSINATION CLASSROOM	48.19	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	MATERIALS	778.54	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & TRADING	LIBRARY-CULTURAL ARTS CENTER -CITY HALL	224.25	
Total For Dept 130 LIBRARY				8,331.51	
Dept 140 CEMETERY					
100-140-54310	BUILDING MAINTENANCE	BOMGAARS	2 - HYDRANTS	185.98	
100-140-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BALL VALVE, HOSE BARB, ELBOW	18.77	
100-140-56010	SUPPLIES	MENARDS	WATER	13.92	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	4.00	
Total For Dept 140 CEMETERY				222.67	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	SHARPIE MARKER	91.75	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	20.02	
Total For Dept 145 COMMUNITY DEVELOPMENT				111.77	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	660.00	
100-150-53200	PROFESSIONAL SERVICES	BLEVINS TREVOR	UMP	90.00	
100-150-53200	PROFESSIONAL SERVICES	BRIZAL ALEXIS	UMP	240.00	
100-150-53200	PROFESSIONAL SERVICES	CHRISTENSEN STEVE	UMP	210.00	
100-150-53200	PROFESSIONAL SERVICES	CLAUSSEN ROD	UMP	420.00	
100-150-53200	PROFESSIONAL SERVICES	CLINE RANDY	UMP	510.00	
100-150-53200	PROFESSIONAL SERVICES	CLINE TYLER	UMP	510.00	
100-150-53200	PROFESSIONAL SERVICES	KRACKMAN MITCHEL	UMP	90.00	
100-150-53200	PROFESSIONAL SERVICES	LUTJENS JAROD	UMP	330.00	
100-150-53200	PROFESSIONAL SERVICES	MROCZEK CODY	FIELD WORK DURING TOURNEY	770.00	
100-150-53200	PROFESSIONAL SERVICES	RIEDMILLER JOHN	FIELD WORK DURING TOURNEYS	3,545.00	
100-150-53200	PROFESSIONAL SERVICES	RIEDMILLER KORTNEY	FIELD PREP & TOURNAMENT WORK	1,380.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	359.99	
100-150-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COM	NEW LED BALLPARK LIGHTS THAT WERE DAMAG	11,018.00	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUP	2X12 ACQ TREATED	31.80	
100-150-54310	BUILDING MAINTENANCE	NOSWETT FENCING INC	GATE HINGES	1,236.00	
100-150-54310	BUILDING MAINTENANCE	TWEET'S SPORT SHOP	HOMEPLATE	29.99	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL, AIR FILTER, PLIERS	287.68	
100-150-54320	EQUIPMENT MAINTENANCE	MATHESON-LINWELD	CARBON DIOXIDE CYL	82.45	
100-150-54320	EQUIPMENT MAINTENANCE	MUELLER SPRINKLERS	72" EXTREME BLADES, SEM SCREW	154.94	
100-150-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	35 TON SERVICE JACK	295.00	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	106.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	WHEEL & TIRE	858.55	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	ALTERNATOR	163.67	
100-150-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BRAKE PARTS CLEANER, OIL DRY	59.88	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	40.00	
100-150-54490	IRRIGATION MAINTENANCE	MUELLER SPRINKLERS	HUNTER PRO C 3 STATION MODULE	1,151.74	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY MASTER	227.25	
100-150-56010	SUPPLIES	BOMGAARS	LIGHT	29.98	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUP	ATHLETIC FIELD	801.00	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	TOILET TISSUE	460.75	
100-150-56080	PLANTS SOD SEED FLOWERS	ACE HARDWARE & GARDEN CNT	GARDEN SPRAYER	98.95	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	16.02	
100-150-56300	FOOD COSTS	CAPITAL ONE - WALMART	HOT DOG BUNS, HOTDOGS, KOSHER DILLS	342.30	
100-150-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	GERRARD CONCESSIONS CANDY	1,721.05	
100-150-56400-SQURE	PROGRAMS	COLUMBUS MUSIC	SUMMER CONCERT	1,700.00	
100-150-56400-SQURE	PROGRAMS	MERWALD RUTH	FACE PAINTING	300.00	
100-150-56400-SQURE	PROGRAMS	TROUT DONNA	FACE PAINTING	300.00	
Total For Dept 150 PARKS				30,627.99	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	1,560.00	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	DUSH OAN, BROOM, 5 GAL COOLER, CANOPY	210.54	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	HADLEY-BRAITHWAIT COMPANY	DOG ROLLER GRILL	1,750.00	
100-151-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	TOILET CLEANER	172.32	
100-151-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	TEA TOWEL, BAR MOP	30.00	
100-151-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	LINER, ERGONOMIC 53" HANDLE, SWIVEL DEC	210.45	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CENTER PULL TOWELS, BATH TISSUE	340.74	
100-151-56060	CHEMICALS	AQUA-CHEM INC	CHEMICALS	3,143.60	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	8.01	
100-151-56300	FOOD COSTS	CAPITAL ONE - WALMART	STOOL, NACHO JALPNO, GAIN	34.00	
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS	1,003.15	
100-151-56300	FOOD COSTS	MIDWEST MINI MELTS	MINI MELTS	1,957.72	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				10,420.53	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	SECURITY EQUIPMENT INC	MONITORING & SERVICE AGREEMENT	648.00	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	LIFEGUARD MD	DEFIBRILLATION PADS	127.00	
100-152-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	2 - HP 63XL BLACK INK CARTRIDGE	83.78	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	8.01	
100-152-56300	FOOD COSTS	CAPITAL ONE - WALMART	5 GAL HD JUG	49.99	
Total For Dept 152 AQUATIC CENTER POOL				916.78	
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	REPAIR STIHL SAW	115.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SERVICE ON 2016 JOHN DEERE MOWER	3,394.28	
100-155-54520	EQUIPMENT RENTAL/PURCHASE	MR GOLF CAR INC	LEASE CARS FOR VAN BERG	2,790.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PVC NIPPLE, GALV NIPPLE	26.72	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	12.01	
Total For Dept 155 VAN BERG GOLF COURSE				6,338.99	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT PELLET DELIVERED	58.95	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	WIRE BRAID HOSE	119.25	
100-156-54320	EQUIPMENT MAINTENANCE	COLUMBUS TIRE & SERVICE	TIRE	103.95	
100-156-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	POLY NIPPLE	2.48	
100-156-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	PVC TEE , BUSHING, SPIGOT, BUSHING	404.58	
100-156-55400	ADVERTISING AND PROMOTION	COLUMBUS BASEBALL ASSOC IN	2022 SPONSORSHIP	300.00	
100-156-56010	SUPPLIES	AG SPRAY EQUIPMENT	ANTIFOAM QUART	101.68	
100-156-56010	SUPPLIES	CAPITAL ONE - WALMART	DAWN, SWIF, AEROSOL, FEBREZ, SPONGE, PI	103.03	
100-156-56010	SUPPLIES	TOO FAST SUPPLY	SHOCKWAVE ADAPTER, 2" R/O COARSE, SAFEI	23.69	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	3 CASES CENTER PULL TOWELS	176.85	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	32.04	
100-156-56650	MEMBERSHIP DUES	KLINE KEITH	CDL	31.00	
100-156-57200-20111	CAPITAL-LAND & BUILDINGS	LANDSCAPES UNLIMITED LLC	GOLF COURSE REPAIRS	138,613.94	
Total For Dept 156 QUAIL RUN GOLF COURSE				140,071.44	
Total For Fund 100 GENERAL FUND				354,329.62	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	J. J. KELLER & ASSOCIATES	CDL TRAINER MANUAL	135.08	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	65.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	195.53	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.66	
200-200-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	119.99	
200-200-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	KEEPER WRAP-IT UP	36.53	
200-200-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	AIR FILTER	61.58	
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	IGNITION SWITCH	372.64	
200-200-54320	EQUIPMENT MAINTENANCE	GAVER TIRE & AUTO CENTER	USED TIRE	45.75	
200-200-54320	EQUIPMENT MAINTENANCE	KULA'S EXHAUST & REPAIR LI	EXHAUST ELBOW, PIPE, FLARE PIPE	193.10	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	TOW BAR ASSY, TOW BAR LOW PVT	3,291.56	
200-200-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	MOLY GREASE	201.38	
200-200-54320	EQUIPMENT MAINTENANCE	WANCO INC	MESSAGE BOARD PARTS	742.00	
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	RELAY	96.29	
200-200-54450	STREET MAINTENANCE	COLUMBUS STEEL SUPPLY	PLATE	688.07	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	2736 25TH ST	2,891.26	
200-200-54450	STREET MAINTENANCE	LINCOLN WINWATER WORKS	RING/COVER,	2,508.00	
200-200-54460	LAND MAINTENANCE	AG SPRAY EQUIPMENT	ATV CENTER NOZZLE ASSMBLY	12.53	
200-200-56010	SUPPLIES	ADVANCE AUTO PARTS	GRAFFITI REMOVER	158.42	
200-200-56010	SUPPLIES	BOMGAARS	RECOVERY STRAP, TRACTOR UMBRELLA	75.07	
200-200-56010	SUPPLIES	FASTENAL COMPANY	IC WB STFTY GRN 17 OZ	143.76	
200-200-56120	TRAFFIC SIGNS	NEWMAN SIGNS INC.	SIGNS	245.76	
200-200-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	LEATHER GLOVES	157.96	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	16.02	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	UNION PACIFIC RAILROAD CO	PRELIMINARY ENGINEERING TO CONSTRUCT SI	422.50	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	WATER & CONCRETE PAVING IMPROVEMENTS 2C	376,783.30	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	MID-STATE ENGINEERING & TF	48TH AVENUE - COMPACTION TEST	350.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-57300-20074	CAPITAL-NEW CONSTRUCTION	MID-STATE ENGINEERING & TFE	14TH AVENUE - COMPACTION TEST	210.00	
Total For Dept 200 STREETS				390,325.74	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	45.00	
200-202-56010	SUPPLIES	MATHESON-LINWELD	OXYGEN, ACETYLENE	337.60	
200-202-56010	SUPPLIES	TOO FAST SUPPLY	NUTDRIVER, MECHANICS LENGTH DRILL	12.64	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	GATES	(156.35)	
200-202-56130	SUPPLIES FOR RESALE	AMAZON	CARBURETOR FOR STIHL	19.99	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	FLANGE O RING	7.49	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	GATES HOSE	355.60	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM 2	FEMALE & MALE COUPLERS	192.12	
Total For Dept 202 MECHANICS SHOP				814.09	
Total For Fund 200 STREETS/ENGINEERING				391,139.83	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-53520	CONTRACT SERVICES	JOHNSON CONTROLS FIRE PRO	ANNUAL INVOICE - SERVICE AGREEMENT ON F	1,015.00	
205-205-54310	BUILDING MAINTENANCE	CAPITAL ONE - WALMART	50" TV, MICROWAVE	626.96	
205-205-54310	BUILDING MAINTENANCE	MENARDS	PAPER TOWELS, RANGE OUTLET, FOAM BRUSH	450.07	
205-205-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	WINDEX, CARWAX, RAIN-X, MENDER HOSE	63.27	
205-205-54320	EQUIPMENT MAINTENANCE	BOMGAARS	POLY CREEPER, STRING TRIMMER	539.97	
205-205-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	FILTER OIL, PREM TRANS	192.71	
205-205-54320	EQUIPMENT MAINTENANCE	MENARDS	GFI COVER, NITRILE GLOVES	25.93	
205-205-54330	VEHICLE MAINTENANCE	POMP'S TIRE SERVICE INC.	TIRES GMC 3500	314.03	
205-205-54480	HANGAR MAINTENANCE	MENARDS	HOSE CLAMP, ADAPTER, DIESEL CAN	70.30	
205-205-56010	SUPPLIES	BOMGAARS	KNEE BOOT	32.99	
205-205-56010	SUPPLIES	CAPITAL ONE - WALMART	FINE BLACK INK, TAPE, 3 OUTLET	43.49	
205-205-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	MAGNETS, EXPO FINE	9.23	
205-205-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CIRCLE MAGNETS	6.18	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	12.01	
205-205-56260	UTILITIES - FSS BUILDING	U & I SANITATION	JUNE SERVICE	42.50	
Total For Dept 205 AIRPORT				3,444.64	
Total For Fund 205 AIRPORT				3,444.64	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	BONILLA LAURA	TTY CLASS GRAND ISLAND	224.64	
220-220-52700	TRAINING AND TUITION	DRUMMOND DIANE	TRAINING IN YORK	381.06	
220-220-52700	TRAINING AND TUITION	HIGGINS SAMANTHA	LUNCH	42.85	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	210.00	
220-220-53400	COMPUTER SUPPORT/MAINT	AMAZON	SANUS ADVANCED TILT 4D	1,369.97	
220-220-53400	COMPUTER SUPPORT/MAINT	CAPITAL ONE - WALMART	VIVA, CLOROX, HP 65SC, FACE TISSUE	48.89	
220-220-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	HP 550 SHEET FEEDER TRAY	210.00	
220-220-54380	MAINTENANCE AGREEMENTS	GEOCOMM INC	GIS MAP DATA/MSAG MAINTENANCE - YEAR TW	658.88	
220-220-54380	MAINTENANCE AGREEMENTS	POWER TECH LLC	GENERATOR SERVICE AGREEMENT JAN - DEC 2	970.00	
220-220-56010	SUPPLIES	CAPITAL ONE - WALMART	VIVA, CLOROX, HP 65SC, FACE TISSUE	33.73	
220-220-56010	SUPPLIES	SHEVLIN SUPPLY	WHITE LINERS, BATH TISSUE	74.89	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,215.99	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	4.00	
220-220-56250	REFUSE	U & I SANITATION	JUNE SERVICE	42.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
			Total For Dept 220 E911	5,487.40	
			Total For Fund 220 COMMUNICATIONS - E911	5,487.40	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-54380	MAINTENANCE AGREEMENTS	GEOCOMM INC	GIS MAP DATA/MSAG MAINTENANCE - YEAR TW	3,459.12	
			Total For Dept 221 WIRELESS E911	3,459.12	
			Total For Fund 221 COMMUNICATIONS - WIRELESS E911	3,459.12	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	DPA TRUST RESUE MAY 2022 ADMIN SERVICES	18.75	
			Total For Dept 240 HOUSING REHAB & LOANS	18.75	
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG REHAB REUSE MAY 2022 ADMIN SERVICE	99.60	
			Total For Dept 243 CDBG REVOLVING REHAB LOAN	99.60	
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMIC	CDBG DPA REUSE MAY 2022 ADMIN SERVICES	56.25	
			Total For Dept 244 CDBG DPA LOANS (NENEDD)	56.25	
			Total For Fund 240 HOUSING REHAB & LOANS	174.60	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	NWEA	HEARTLAND OPERATORS CONFERENCE - ANNETT	180.00	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	65.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	264.14	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
500-500-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	120.00	
500-500-54320	EQUIPMENT MAINTENANCE	FASTENAL COMPANY	DOUBLE PAID - CREDIT ON ACCOUNT	(28.60)	
500-500-54320	EQUIPMENT MAINTENANCE	WEST POINT IMPLEMENT OF	BOLT-PLOW, 1/2 WIZ NUT	14.76	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	TOWING KIT	38.99	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	KEY STOCK	11.88	
500-500-54390	SYSTEM MAINTENANCE	DRAIN SURGEON	2115 5TH ST CLEAN MAIN LINE/LOCATE MIS	374.50	
500-500-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	471 22ND AVE	446.23	
500-500-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	16.25 TONS	682.50	
500-500-54390	SYSTEM MAINTENANCE	WEEDCOPE INC	BARE GROUND HERBICIDE 62,500 SQ FT	665.00	
500-500-56020	OFFICE SUPPLIES	COLUMBUS CREDIT SERVICES	PUBLIC RECORD BULLETIN ANNUAL SUBSCRIPTI	77.50	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	20.63	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MAY POSTAGE, WATER STATEMENTS	2,059.30	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	23.57	
500-500-57300-20091	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	LOST CREEK PARKWAY SEWER PROJECT	7,647.37	
			Total For Dept 500 WASTEWATER COLLECTION	12,769.44	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	NWEA	HEARTLAND OPERATORS CONFERENCE - JIM SE	90.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	184.34	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	WRENCH, INSPECTION MIRROR, COLD WELD, F	67.47	
500-501-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	TRANSMISSION FILTER KIT	86.37	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	ROTELLA T4 GALLON	35.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	LKG CONN, 3/4" CORD CONN KIT	484.06	
500-501-54320	EQUIPMENT MAINTENANCE	ENTERPRISE ELECTRIC COLUMB	RELAY TERM BLK ASSY	49.17	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	HYDRAULIC HOSE, GATES STEM, TUBE FITTIN	199.43	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	SER B BRG	268.48	
500-501-54320	EQUIPMENT MAINTENANCE	UV DOCTOR LAMPS LLC	NEDAP BALLAST	1,241.23	
500-501-56010	SUPPLIES	BOMGAARS	KNEE BOOTS	19.99	
500-501-56010	SUPPLIES	KELLY SUPPLY COMPANY	INSERT MALE ADPT, TEE	8.23	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.99	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,883.69	
500-501-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	WRENCH, INSPECTION MIRROR, COLD WELD, F	32.98	
500-501-56100	LABORATORY	METTLER-TOLEDO INC	PREVENTATIVE MAINTENANCE - ON SITE	630.89	
500-501-56100	LABORATORY	USA BLUE BOOK	DISPOSABLE GLOVES, HACH FLUORIDE, CHLOF	1,565.87	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	20.02	
500-501-57510-20099	CAPITAL-EQUIPMENT	HUFFMAN ENGINEERING INC.	JUNE 2022 PROGRESS BILL	460.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				12,353.19	
Total For Fund 500 UTILITY SERVICE				25,122.63	
Fund 520 WATER					
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	154.13	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	106.67	
520-520-53400	COMPUTER SUPPORT/MAINT	AMAZON	7 - HP USB-C DOCK G5	479.99	
520-520-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	CHECKED HASTINGS UNIT	75.00	
520-520-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	DE-ICER, MIRROR	9.18	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	PRY BAR	84.75	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	BOLTS	8.03	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	BETWEEN 13TH & 14TH ST	952.25	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	17TH ST & 24TH AVE	1,116.08	
520-520-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	SS TEE, CLAMPS, PTFE TAPE	59.56	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	CTS COUPLING BRASS	984.40	
520-520-54390	SYSTEM MAINTENANCE	WEEDCOPE INC	BARE GROUND HERBICIDE 119,700 SQ FT	1,230.00	
520-520-54420	WELL MAINTENANCE	DOWNEY DRILLING	ANNUAL WELL MAINTENANCE	2,500.00	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	337.00	
520-520-56010	SUPPLIES	MENARDS	KLEENEX, CHARMIN, BOUNTY	56.74	
520-520-56020	OFFICE SUPPLIES	COLUMBUS CREDIT SERVICES	PUBLIC RECORD BULLETIN ANNUAL SUBSCRIPTI	77.50	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ADHES NOTES	25.18	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, SHOP TOWELS	83.24	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	MAY POSTAGE, WATER STATEMENTS	2,059.30	
520-520-56040	POSTAGE AND FREIGHT	UPS STORE	SHIPPING TO NEBRASKA PUBLIC HEALTH	11.95	
520-520-56060	CHEMICALS	HAWKINS INC	AZONE	5,920.62	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	OMNI 20' TRPL	5,212.00	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	35.59	
520-520-57200-21025	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	WATER & CONCRETE PAVING IMPROVEMENTS 2C	19,830.70	
Total For Dept 520 WATER				41,409.86	
Total For Fund 520 WATER				41,409.86	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	293.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	175.06	
570-570-54320	EQUIPMENT MAINTENANCE	ADVANCE AUTO PARTS	HYDRAULIC	29.04	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-54320	EQUIPMENT MAINTENANCE	CN WELDING WORKS	JBR ADAPTOR REPAIRS	1,400.00	
570-570-54320	EQUIPMENT MAINTENANCE	MENARDS	CLIP, CABLE CLAMP, TIRE PLUGS	7.47	
570-570-54330	VEHICLE MAINTENANCE	G.I. TRAILER	DOLLY BUSHING REPAIR KIT	40.16	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	WINDOW DOOR GLASS	120.81	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	31.77	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 06/16-07/15	12.01	
Total For Dept 570 TRANSFER STATION				2,109.32	
Total For Fund 570 SOLID WASTE DIVISION				2,109.32	
Fund 600 HEALTH INSURANCE					
Dept 600 HEALTH INSURANCE					
600-600-53600	HEALTH ADMINISTRATION	AUXIANT P2	ADMIN FEES	64,096.59	656
Total For Dept 600 HEALTH INSURANCE				64,096.59	
Total For Fund 600 HEALTH INSURANCE				64,096.59	

07/01/2022 01:31 PM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 07/06/2022 - 07/06/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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

Fund 100 GENERAL FUND	354,329.62
Fund 200 STREETS/ENGINEE	391,139.83
Fund 205 AIRPORT	3,444.64
Fund 220 COMMUNICATIONS	5,487.40
Fund 221 COMMUNICATIONS	3,459.12
Fund 240 HOUSING REHAB	174.60
Fund 500 UTILITY SERVICE	25,122.63
Fund 520 WATER	41,409.86
Fund 570 SOLID WASTE DIV	2,109.32
Fund 600 HEALTH INSURANC	64,096.59
Total For All Funds:	<u>890,773.61</u>

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
76155	SIRIUS COMPUTER SOLUTIONS INC.	05/26/2022	07/06/2022	8,123.33	8,123.33	Open	N
76156	RDG PLANNING & DESIGN	05/31/2022	07/06/2022	9,628.80	9,628.80	Open	N
76183	PETE LIEN & SONS INC.	06/11/2022	07/06/2022	6,883.69	6,883.69	Open	N
76305	HAWKINS INC	06/21/2022	07/06/2022	5,615.66	5,615.66	Open	N
76427	CORE & MAIN LP	06/24/2022	07/06/2022	5,212.00	5,212.00	Open	N
76500	HDR ENGINEERING INC	06/28/2022	07/06/2022	7,647.37	7,647.37	Open	N
# of Invoices:	6	# Due:	6	Totals:	43,110.85	43,110.85	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					43,110.85	43,110.85	

## --- TOTALS BY FUND ---

100 - GENERAL FUND	17,752.13	17,752.13
500 - UTILITY SERVICE	14,531.06	14,531.06
520 - WATER	10,827.66	10,827.66

## --- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	17,752.13	17,752.13
500 - WASTEWATER COLLECTION	7,647.37	7,647.37
501 - WASTEWATER TREATMENT FAC	6,883.69	6,883.69
520 - WATER	10,827.66	10,827.66

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS - None**

8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES**

9.A. Status of Pawnee Park baseball field lighting project.

**MEMORANDUM**

**DATE:** June 30, 2022  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, P.E. City Engineer  
**RE:** Pawnee Park Baseball Field Lighting Project Status

**DISCUSSION:**

The Pawnee Park Baseball Field Lighting and Tasks and Conditions were approved as a Design-Build project by Resolution 22-03. Design by the team of Engineering Technology Inc.-Capital City Electric team, in accordance with the Contract Documents, Resolution 22-53, is complete. The result is a proposed Guaranteed Maximum Price (GMP) above the initial estimated project amount and above the current fiscal year budgeted amount. Therefore, staff is providing the following information and requesting a direction to proceed on this project. If work is to be completed this construction season, a decision on how to proceed needs to be provided at this time.

The existing lighting system has aged resulting in ballasts and fixtures which need replaced, wiring which causes shorts and outages, outdated controls and inefficient transformer, resulting in a non-reliable operation.

Design-Build scope of services and objectives including the design and construction of downward directional lighting on new poles to provide better coverage and cover the potential future relocation of home plate. Attached is Exhibit 1 containing the approved Tasks and Conditions.

Pre-design estimated project cost: \$500,000  
Current fiscal year budgeted amount - CIP 21-059: \$280,000  
Team presented Draft GMP: \$591,000

Upon receipt of the draft GMP, we requested the team provide any and all value analysis, obtaining additional bids from subcontractors and obtaining costs from additional lighting suppliers. The result was lowering the cost to \$539,690. Costs for some materials and labor are higher than in recent construction seasons.

We also requested a project cost of using the existing pole system, no new poles. The result was lowering the cost to \$477,110. The project may require an existing pole non-destructive evaluation which would be an added expense.

Due to the high projected project cost, city staff believes an alternative option of working to gain a GMP for replacement to LEDs, rewiring, transformer upgrade, and related work would result in a lower project cost and significantly improved lighting of the ballfield.

**OPTIONS:**

1. Proceed with the original Tasks and Conditions (est. \$539,000)
2. Proceed using existing pole system, remaining Tasks and Conditions (est. \$477,110)
3. Request a GMP for replacing the fixtures similar to existing but with LEDs, wiring and transformer replacement, and related work (Cost TBD)
4. Do not proceed and terminate the project

## **Exhibit 1**

### **TASKS AND CONDITIONS**

#### **BALLPARK LIGHTING UPGRADES AT PAWNEE PARK LEGION BASEBALL FIELD**

1. Design and construct baseball field lights to an existing field located in a City park.
2. Design and construction shall be in accordance with the latest requirements of the National Electric Code, National Electric Safety Code, National Fire Code, and the State of Nebraska Electrical Code.
3. All permits, such as but not limited to, State Electrical Permit and City Building permit shall be obtained prior any construction.
4. Existing electrical power to the project site and the proposed power requirements for these improvements shall be coordinated with Loup Public Power District, Columbus, Nebraska.
5. Complete lighting system design and construction in place for a sports baseball field.
6. Galvanized steel poles and light assemblies (minimum 6), reinforced concrete bases, downturn LED lights, wiring and components, surge protection, conduits, and grounding system.
7. Field lighting management control to lessen light spill outside the complex, lessen glare on the field, and post-construction field-tested to meet lighting standards.
8. Lighting control system to be located in ticket building.
9. Theatrical and special effect lighting may be considered.
10. Land surveyor or field data collection shall be included as needed.
11. Foundation, utility design, and construction complete in place.
12. Plans and specifications stamped by State of Nebraska Professional Engineer in good standing.
13. Geotechnical and soil borings are the contractor's responsibility.
14. Construction project to begin mid-August 2022 with proposed substantial completion October 1, 2022, and final completion no later than December 1, 2022.

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

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

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A. Appointment of Luis Venzor as police officer.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## MEMORANDUM

**DATE:** June 28, 2022  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the name **Luis Venzor** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their May 10, 2022, Civil Service Commission meeting. (Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived).

Luis Venzor is a graduate of Schuyler Central High School. He attended Southeast Community College in Lincoln, NE, where he earned his Associates Degree in Fire Protection and Technology. He is 2<sup>nd</sup> Assistant Chief-EMT for Schuyler Fire and Rescue, where he has been a volunteer since 2003.

Luis has completed the Nebraska Law Enforcement Training Academy. He has received training in Drug Interdiction and Defensive Tactics, and is a Firearms instructor. He currently works as Road Patrol Sergeant for the Colfax County Sheriff's Office, where he has been employed since 2012, and prior to that he worked for three years as a Corrections Officer for Saunders County Corrections in Wahoo, NE.

Mr. Venzor will participate in the Columbus Police Department's Field Training course. This is a budgeted position.

  
James B. Bulkley, Mayor

13.B. Application of Knights of Columbus for special designated liquor license on 26 Avenue between 13 and 14 Streets, 8 a.m. to 1 a.m., August 12 and 13, 2022, for beer garden in conjunction with Columbus Days.



# 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

DATE: June 28TH, 2022

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
KNIGHTS OF COLUMBUS  
4901 37<sup>th</sup> Street  
COLUMBUS, NEBRASKA  
JEFF GOKIE, EVENT CONTACT PERSON

This application for a special designated license is for the purpose of serving beer, wine, and spirits to attendees of an outdoor Dance/Beer Garden on August 12TH and 13TH, 2022, from 8:00 A.M. until 1:00 A.M. on 26th Avenue between 13th and 14TH Street. This event will be supervised by Jeff Gokie. It is expected that approximately 1500 people will attend this event. Investigator Haynes spoke with Jeff Gokie about this event.

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

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

FILED

JUN 13 2022

CITY CLERK  
COLUMBUS, NEBR

**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

Knights of Columbus

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

4901 37th Street, Columbus NE 68601

Retail Liquor License Address or Non-Profit Business Address

47-0808333

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 8-12-2022 8-13-2022 \_\_\_\_\_

Event Start Time(s): 8:00am 8:00am \_\_\_\_\_

Event End Time(s): 1:00am 1:00am \_\_\_\_\_

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: Temporary Street Tents

Event Street Address/City: 26th Avenue between 13th and 14th Street, Columbus NE

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 300 X 100 (Diagram Form #109 must be attached)

Type of Event: Dance/Beer Garden - Columbus Days Estimate # of attendees: 1500

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: Jeff Gokie Event Contact Phone Number: 402-270-2304

Event Contact Email: jlgokie@jgokie.com

\*Signature Authorized Representative: Ralph Gorsk Printed Name RALPH GORSK

*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

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](http://www.lcc.nebraska.gov)

USER ID: jlgokie@jgokie.com

TYPE OF NON-PROFIT: (Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

FEDERAL ID # 47-0808333

NAME OF NON-PROFIT CORPORATION (AS NAME IS EXACTLY LISTED BY THE IRS):

Knights of Columbus

ADDRESS: 4901 37th Street

CITY Columbus COUNTY Platte ZIP 68601

CONTACT PERSON: Jeff Gokie

EMAIL ADDRESS: jlgokie@jgokie.com

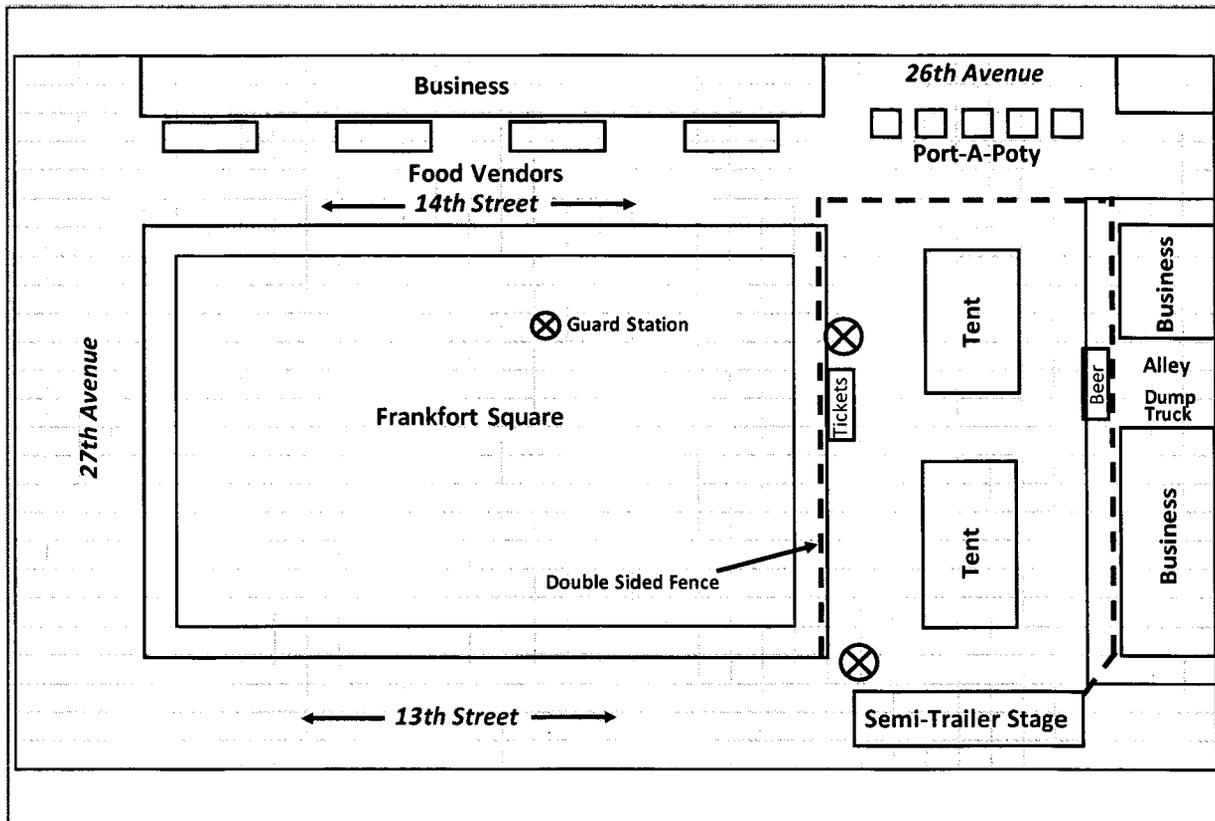
# OUTDOOR AREA DIAGRAM

Knights of Columbus provide gate attendances & Chamber of Commerce provide interior patrol

## HOW AREA WILL BE PATROLLED

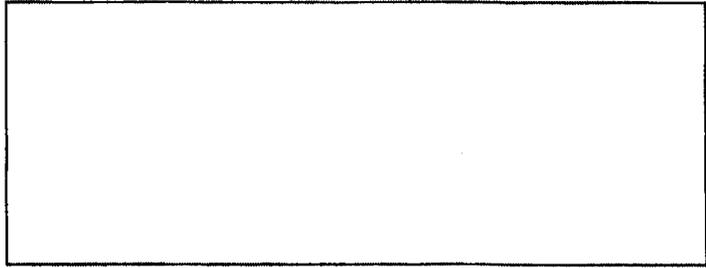
- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED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

## DIAGRAM OF PROPOSED AREA:



**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/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto: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.

**Knights of Columbus**

NAME OF CORPORATION

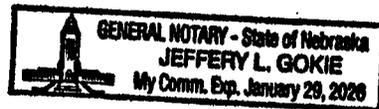
**47-0808333**

FEDERAL ID NUMBER

*Ralph G. Gokie* GK 12086  
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 3 DAY OF June, 2022.



*Jeffery L. Gokie*  
NOTARY PUBLIC SIGNATURE & SEAL

13.C. Quote from Electronic Engineering in the amount of \$76,225.17 for nine portable radios for fire department.

**Columbus Fire Department Memorandum  
For Record**

**DATE:** 20 June 2022  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Ryan Gray, Fire Chief  
**RE:** Radios

**RECOMMENDATION:**

Sole source purchase of 4 new VHF mobile radios and 5 new all-band portable radios totaling \$76,225.17 from Electronic Engineering. This is a budgeted capital item (22008).

**DISCUSSION:**

The previous radio order that had been approved by council on 02 March 2022 was cancelled due to the fact that the portable radios that we chose will not work with any future radio system upgrades. By switching to an all-band portable radio, we can ensure that this equipment will work with whatever system we decide to move to in the future. The previous portable radios were single-band VHF radios and would only work on a VHF system. Because of the advanced nature of the newly selected portable radios, the cost per radio increased, which meant we had to cut down the total number of radios to fit within the constraints of the budgeted funds.

**FISCAL IMPACT:**

\$83,000 was budgeted for capital project (22008), this purchase will utilize those budgeted funds.

**ALTERNATIVES:**

N/A

**SIGNATURE:**

BY:  \_\_\_\_\_

APPROVED BY:  \_\_\_\_\_

# City of Columbus

## Quote Sheet for Purchases

Department: Fire

Charge to Account Number: 100-120-57510-22008

Department Head Approval: 

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

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

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

Date: 6/20/2022 Time: 1:30 PM

Vendor Name: Electronic Engineerin

Vendor Employee Name: Kathie Hansel

Telephone: 402-681-0191

Quote For: Radios

Quote Includes:	Item Totals:
(4) APX6500 Mobile Radios & (5) APX8000XE Portable Radios	\$76,225.17
<b>Total:</b>	<b>\$76,225.17</b>

Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: 6-8 weeks Shipped By: Motorola

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

Tax Excluded

City Employee Obtained Quote: Chief Ryan Gray



## COLUMBUS FIRE DEPT, CITY OF

06/11/2022

06/11/2022

COLUMBUS FIRE DEPT, CITY OF  
1459 26TH AVE  
COLUMBUS, NE 68601

Dear Ryan Gray,

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

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

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

Sincerely,

Paul Slinger

Motorola Solutions Manufacturer's Representative

Billing Address:  
 COLUMBUS FIRE DEPT, CITY  
 OF  
 1459 26TH AVE  
 COLUMBUS, NE 68601  
 US

Quote Date:06/11/2022  
 Expiration Date:09/09/2022  
 Quote Created By:  
 Paul Slinger  
 pslinger@connectingyou.com

End Customer:  
 COLUMBUS FIRE DEPT, CITY OF  
 Ryan Gray  
 Ryan.gray@columbusne.us  
 402-564-8127

Contract: 36949 - STATE OF NEBRASKA  
 CONVENIENCE  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	2	\$3,253.00	\$2,114.45	\$4,228.90
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$3.90	\$7.80
1b	G996AS	ENH: OVER THE AIR PROVISIONING	2	\$110.00	\$71.50	\$143.00
1c	GA00580AA	ADD: TDMA OPERATION	2	\$495.00	\$321.75	\$643.50
1d	GA01576AB	ADD: SMA TO QMA ADAPTER	2	\$22.00	\$22.00	\$44.00
1e	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	4	\$17.00	\$11.05	\$44.20
1f	GA00631AA	ADD: DVRS MSU ACTIVATION	2	\$275.00	\$178.75	\$357.50
1g	G51AU	ENH: SMARTZONE OPERATION APX6500	2	\$1,320.00	\$858.00	\$1,716.00
1h	G67DT	ADD: REMOTE MOUNT E5 APXM	2	\$327.00	\$212.55	\$425.10
1i	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2	\$176.00	\$176.00	\$352.00



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

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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA00092AU	ADD: APXM DUAL E5 CH	2	\$627.00	\$407.55	\$815.10
1k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$42.90	\$171.60
1l	G301AC	ADD:3BD ANT 136-174MHZ	2	\$64.00	\$41.60	\$83.20
1m	G843AH	ADD: AES ENCRYPTION AND ADP	2	\$523.00	\$339.95	\$679.90
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1o	GA00226AA	ADD: GPS ANTENNA	2	\$83.00	\$53.95	\$107.90
1p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$368.55	\$737.10
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	2	\$717.00	\$466.05	\$932.10
1r	W969BG	ADD: MULTIKEY OPERATION	2	\$363.00	\$235.95	\$471.90
1s	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	\$214.50	\$429.00
1t	G90AC	ADD: NO MICROPHONE NEEDED APX	4	\$0.00	\$0.00	\$0.00
2	LSV00Q00202A	DEVICE PROGRAMMING	2	\$76.00	\$76.00	\$152.00
3	LSV00Q00203A	DEVICE INSTALLATION	2	\$500.00	\$500.00	\$1,000.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
4	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	2	\$3,253.00	\$2,114.45	\$4,228.90
4a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$3.90	\$7.80
4b	G996AS	ENH: OVER THE AIR PROVISIONING	2	\$110.00	\$71.50	\$143.00
4c	GA00092BC	ADD: APXM DUAL O2 CH (GREEN)	2	\$627.00	\$407.55	\$815.10
4d	GA00580AA	ADD: TDMA OPERATION	2	\$495.00	\$321.75	\$643.50
4e	GA01576AB	ADD: SMA TO QMA ADAPTER	2	\$22.00	\$22.00	\$44.00
4f	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	4	\$17.00	\$11.05	\$44.20



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4g	GA00631AA	ADD: DVRS MSU ACTIVATION	2	\$275.00	\$178.75	\$357.50
4h	G201AA	ADD: GREEN COLORED HOUSING (O2 CH)	2	\$28.00	\$18.20	\$36.40
4i	G67DQ	ADD: REMOTE MOUNT O2 APXM	2	\$327.00	\$212.55	\$425.10
4j	G51AU	ENH: SMARTZONE OPERATION APX6500	2	\$1,320.00	\$858.00	\$1,716.00
4k	G78AT	ENH: 3 YEAR ESSENTIAL SVC	2	\$176.00	\$176.00	\$352.00
4l	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$42.90	\$171.60
4m	G301AC	ADD:3BD ANT 136-174MHZ	2	\$64.00	\$41.60	\$83.20
4n	G843AH	ADD: AES ENCRYPTION AND ADP	2	\$523.00	\$339.95	\$679.90
4o	GA00804AB	ADD: APX O2 CH (IMPACT GREEN)	2	\$541.00	\$351.65	\$703.30
4p	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
4q	GA00226AA	ADD: GPS ANTENNA	2	\$83.00	\$53.95	\$107.90
4r	G806BL	ENH: ASTRO DIGITAL CAI OP APX	2	\$567.00	\$368.55	\$737.10
4s	W969BG	ADD: MULTIKEY OPERATION	2	\$363.00	\$235.95	\$471.90
4t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	2	\$330.00	\$214.50	\$429.00
4u	G90AC	ADD: NO MICROPHONE NEEDED APX	4	\$0.00	\$0.00	\$0.00
5	LSV00Q00202A	DEVICE PROGRAMMING	2	\$76.00	\$76.00	\$152.00
6	LSV00Q00203A	DEVICE INSTALLATION	2	\$500.00	\$500.00	\$1,000.00
	APX™ 8000 Series	APX8000XE				
7	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	5	\$7,475.00	\$4,858.75	\$24,293.75
7a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$3.90	\$19.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$368.55	\$1,842.75
7c	Q361AN	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$214.50	\$1,072.50
7d	QA02006AC	ENH: APX8000XE RUGGED RADIO	5	\$880.00	\$572.00	\$2,860.00
7e	QA00580AA	ADD: TDMA OPERATION	5	\$495.00	\$321.75	\$1,608.75
7f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	5	\$121.00	\$121.00	\$605.00
7g	QA00631AB	ADD: DVRS PSU ACTIVATION	5	\$110.00	\$71.50	\$357.50
7h	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	5	\$0.00	\$0.00	\$0.00
7i	QA09001AB	ADD: WIFI CAPABILITY	5	\$330.00	\$214.50	\$1,072.50
7j	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	5	\$814.00	\$529.10	\$2,645.50
7k	H842AZ	ADD: APX6000XE/APX8000XE SINGLE UNIT PKG	5	\$0.00	\$0.00	\$0.00
7l	H38BS	ADD: SMARTZONE OPERATION	5	\$1,650.00	\$1,072.50	\$5,362.50
7m	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	5	\$110.00	\$71.50	\$357.50
7n	Q629AH	ENH: AES ENCRYPTION AND ADP	5	\$523.00	\$339.95	\$1,699.75
7o	QA01427AG	ALT: APX8000/XE HOUSING GREEN	5	\$28.00	\$18.20	\$91.00
8	LSV00Q00202A	DEVICE PROGRAMMING	5	\$76.00	\$76.00	\$380.00
9	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	5	\$169.56	\$123.78	\$618.90
10	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	5	\$665.28	\$485.65	\$2,428.25



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
11	HMN4079G	XTL5000 KEYPAD MICROPHONE	8	\$345.60	\$252.29	\$2,018.32

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**Grand Total** **\$76,225.17(USD)**

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



## Purchase Order Checklist

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

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

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

Bill-To Address

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

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

PO Amount must be equal to or greater than Order Total

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

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

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

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

**14. RESOLUTIONS**

14.A. Resolution No. R22-79 approving agreement with Kirkham, Michael & Associates, Inc. in an amount not to exceed \$31,152.23 for Airport Layout Plan Phase 1.

**RESOLUTION NO. R22- 79**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH KIRKHAM, MICHAEL & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$31,152.23 FOR AIRPORT LAYOUT PLAN PHASE 1; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, as Request for Qualifications following the City standard selection policy and the Brooks Act Qualifications Based Selection, resulted in the airport layout plan selection committee selecting Kirkham, Michael & Associates, Inc.; and

WHEREAS, the city intends to provide a two phased airport layout plan update; and

WHEREAS, additional engineering services for this project are anticipated to be awarded to Kirkham, Michael & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with Kirkham, Michael & Associates, Inc. in an amount not to exceed \$31,152.23 for Airport Layout Plan Phase 1, 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

**MEMORANDUM**

**DATE:** June 30, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Airport Layout Plan, Phase 1 – Contract for Engineering Services between Owner and Engineer with Kirkham, Michael & Associates, Inc.

**RECOMMENDATION:**

I recommend approval of the Contract for Engineering Services between Owner and Engineer with Kirkham, Michael & Associates, Inc. for the Airport Layout Plan, Phase 1.

**DISCUSSION:**

The Airport Layout Plan (ALP) is set up for two phases to allow the City to pursue a Federal Aviation Administration (FAA) grant for Phase 2. Phase 1 scope of services include updating existing ALP drawings to new current standards and evaluate and provide location direction on the terminal area layout drawing for aerial applicator pads and hangar developments.

Services include submittal to the FAA and Nebraska Department of Transportation, Division of Aeronautics, following FAA Planning Advisory Circulars 150/5070-6 Airport Master Plans and 150/5300-13 Airport Design. Deliverables include electronic and hard copies of the ALP drawings and supporting report. Services are expected to be complete within 90 days of receipt of Notice to Proceed.

Phase 2 would be a new or amended agreement once the FAA grant is obtained. The main scope of services include an ALP revised narrative report updating to new FAA regulations and standards, Runway Protection Zone evaluation, and FAA requested airport recycling plan.

**FISCAL IMPACT:**

Lump sum amount of \$31,152.23. 2021-2022 Budget CIP 22-024 in the amount of \$30,000. Additional funding to be from projects which will not be complete this fiscal year.

**ALTERNATIVE:**

Do not approve

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

# CONSULTANT AGREEMENT

Airport Project No. 3-31-0019-\_\_\_\_\_  
Columbus Municipal Airport (OLU)  
Columbus, Nebraska

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Lincoln, Nebraska, hereinafter called the "Consultant" and the City of Columbus, Nebraska, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

## **SECTION 1. GENERAL:**

### **A. Airport Layout Plan (ALP) Update**

The last update to the Airport Layout Plan (ALP) for Columbus Municipal was completed on May 13, 2013. However, since that time there have been only construction as-built updates to the ALP. In general, the City/Airport have initiated the update to the ALP with the following minimum goals and objectives divided into two phases:

#### **Phase 1**

1. Update existing drawings to new current design standards.
2. Attention will be given to development within the terminal area layout drawing: existing & future hangar development for both t- and corporate configurations, aerial applicator locations, and ultimate privately owned hangars on leased airport ground.

#### **Phase 2 - to be provided under a separate amendment (NITC)**

1. Provide AGIS, a part of Airport Data and Information Portal (ADIP).
2. Provide a summary narrative report, anticipated to be approximately 25 pages. This will include the following:
  - a. Critical Aircraft
  - b. Update data and inventory on existing conditions
  - c. Provide new CADD drawings
  - d. Basis for aeronautical forecasts (share analysis)
  - e. Basis for proposed development
  - f. Rational for unusual design
  - g. Capital Improvement Plan (CIP)
  - h. Forecasts of aviation activity
  - i. Total local and itinerant operations
  - j. Overview of the critical aircraft
  - k. Runway design code

- l. Review requirements for existing crosswind Runway 2/20
  - m. Runway reference code
  - n. Wind coverage
  - o. Obstruction review
3. Address compatible land uses in the vicinity of the Airport including the Runway Protection Zone (RPZ) Risk Assessment.
  4. Evaluate the airport's recycling plan following FAA Memorandum dated 9/30/14; a brief discussion will be included in the facility requirements.

The Sponsor agrees to employ the Consultant to provide basic Consultant services for an ALP Phase 1 as described in this Section. This work will consist of the following major items:

1. Project management and coordination. Coordinate with the Sponsor, the Nebraska Department of Transportation Division of Aeronautics (NDOT) and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project.
2. Conduct a project kickoff meeting including the NDOT and the FAA if available. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
3. Provide 3 alternatives of proposed terminal layouts utilizing the ALP CADD files for background. The Consultant will follow FAA guidelines for ALP updates as shown in Planning Advisory Circulars 150/5070-6 Airport Master Plans and 150/5300-13 Airport Design most current version as of the date of this agreement. Current and ultimate critical aircraft will be utilized with the development of the update. The FAA ALP checklist will be followed current as of the date of this agreement.

This task will include the following:

- a. T-hangars
  - b. Corporate hangars
  - c. Shop hangars
  - d. Aerial applicator locations
  - e. Include building heights for all buildings within the terminal area
  - f. Show electrical vault building
  - g. Show runway object free and safety areas
  - h. Show Part 77 airspace requirements
  - i. Apron layouts
  - j. Taxiway and taxilane locations
  - k. Fixed based operator locations
  - l. Fuel facility locations
  - m. Tie-down locations
  - n. Access roads
  - o. Auto parking
  - p. Provide layouts for ultimate privately owned hangars on leased airport ground
4. Present the preliminary results and recommendations for each alternative at meetings at the Sponsors location and via teleconference with the FAA and NDOT if available.

5. Submit for review and approval to Sponsor, FAA, and NDOT.
6. Review and address comments from Sponsor, FAA, and NDOT.
7. Four meetings are included in this project scope at the airport, and they are:
  - a. Kick off meeting
  - b. Develop & present alternatives
  - c. Present final alternatives
  - d. Reserved for City Council if required
8. Complete the project within 90 days of this agreement unless there are circumstances that come up during the project beyond the control of the Consultant causing adjustments to the schedules. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred.
9. Deliverables include electronic pdf copies of the updated ALP drawings and the supporting report for this project and 10 hard copies of all documents.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the Sponsor upon request. Copies of the electronic files of the approved ALP drawings only will be furnished to the Sponsor and FAA for their use. Prior to the release of these electronic files to organizations other than the Sponsor, NDOT Division of Aeronautics, or FAA, an Electronic Media Disclosure Agreement will be executed between the Consultant and the organization. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of hard copies for review and approval.

Eric Johnson will represent the Consultant as Project Principal/Manager in the performance of this agreement. Rob Garber, P.E., and Cory Gaston, P.E., will represent the Consultant as Project Planners/Engineers and will be responsible for any planning related issues. No one else will be assigned to act in these capacities without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

If the Sponsor initiates a change in the scope of work, the cost of such work will be the responsibility of the Sponsor.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

Phase will be considered complete when the Sponsor, FAA, and NDOT has approved the terminal area layouts.

## **SECTION 2: SPECIAL SERVICES PHASE 2 (NITC)**

NV5 Geospatial (formerly Quantum Spatial, Inc.) will be responsible for conducting an airport geographic information system (AGIS) survey, and Kirkham Michael will be responsible for the ground survey control in conjunction with the ALP Update. This will include an aeronautical obstruction survey. The AGIS will be done in compliance with FAA policies and will include an airport airspace analysis and vertically guided operations for Runway 14/32.

## **SECTION 3: FEES AND CHARGES**

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Payment for Phase 1 is shown on Exhibit A, attached and made a part hereto. Payment shall be due according to the following payment schedule: Payment shall be due monthly based on the percentage of work completed plus incurred charges and expenses based on detailed invoices. Payment invoices shall include a brief project status report indicating services completed to date. Ten percent (10%) shall be retained until work listed in the scope and this agreement is completed and accepted by the FAA (ALP approved by FAA).

If the Sponsor initiates a change in the scope of work, the cost of such work will be the responsibility of the Sponsor.

Payment for the items included in Section 2: Special Services Phase 2, will be negotiated under separate amendment.

### Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein or, a change in scope is requested, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract.

Federal Contract Provisions dated November 12, 2019, are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

**APPROVALS.**

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Nebraska Department of Transportation and the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, with copies to be filed with the Nebraska Department of Transportation and the Federal Aviation Administration.

**CONSULTING FIRM**

Kirkham, Michael & Associates, Inc.  
5621 NW 1<sup>st</sup> Street, Suite 400  
Lincoln, Nebraska 68521



ATTEST

  
\_\_\_\_\_  
Vice President, Project Manager  
Title

**AIRPORT SPONSOR**

City of Columbus  
2424 14<sup>th</sup> Street  
Columbus, Nebraska 68601

\_\_\_\_\_

ATTEST

\_\_\_\_\_  
\_\_\_\_\_  
Title

# FEDERAL CONTRACT PROVISIONS FOR A /E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

## ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

### A) Title VI Solicitation Notice

The **(Columbus Municipal Airport, Columbus, Nebraska)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they maybe amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carryout applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

## **ENERGY CONSERVATION REQUIREMENTS**

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

## SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

**Certification** - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Certification** - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500**

#### **DISTRACTED DRIVING**

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

#### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II (B)

##### **Termination for Convenience**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

##### **Termination by Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - 1) Perform the services within the time specified in this contract or by Owner approved extension;
  - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
  - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
  - 1) Defaults on its obligations under this Agreement;
  - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

#### 1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

#### 3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

# Kirkham Michael

## Exhibit A ALP Update Phase 1 Terminal Area Update Columbus Municipal Airport AIP Project 3-31-0019-\_\_\_\_\_

### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Sr. Project Engineer		\$96.16	\$ -
Project Manager	35	\$60.10	\$ 2,103.50
Project Engineer	15	\$46.64	\$ 699.60
CADD Tech.	75	\$36.50	\$ 2,737.50
GIS Tech.	40	\$36.50	\$ 1,460.00
Planner	65	\$37.50	\$ 2,437.50
Party Chief	10	\$36.50	\$ 365.00
Clerical	15	\$25.50	\$ 382.50
	255	<b>Total Direct Salary</b>	<b>\$ 10,185.60</b>

### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 170.66% \$ 17,382.74

### Item No 3 - Subtotal of Items 1 & 2

\$ 27,568.34

### Item No. 4 - Fixed Fee: 13% of Item 3

\$ 3,583.88

### Item No. 5 - Direct Non-Salary Expenses

Mileage	\$0.62	\$ -
Per Diem	\$59.00	\$ -
Hotel	\$110.00	\$ -
Printing	\$1,500.00	\$ -
	<b>Total Non-Salary Expenses</b>	<b>\$ -</b>

### Item No. 6 - Subconsultants

Total Subconsultants \$ -

### Item No. 7 - Lump Sum 3, 4, 5 & 6

\$ 31,152.23

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Friday, February 18, 2022 4:38 PM

Kirkham Michael & Associates, Inc.  
Statement of Direct Labor, Fringe Benefits and General Overhead  
For the Year Ended November 30, 2021

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
<b>Direct Labor</b>	\$ 4,644,799.73	\$ -		\$ 4,644,799.73
<b>Fringe Benefits</b>				
Vacation/Sick/Holiday	\$ 600,276.82	\$ -		\$ 600,276.82
Payroll Taxes	566,551.01	11,916.57	(l)	554,634.44
Group Insurance	1,011,729.43			1,011,729.43
Pension	701,540.95	153,847.76	(a)	547,693.19
Employee Welfare	112,528.25	47,365.66	(b)	65,162.59
<b>Total Fringe Benefits</b>	<b>\$ 2,992,626.46</b>	<b>\$ 213,129.99</b>		<b>\$ 2,779,496.47</b>
<b>General Overhead</b>				
Indirect Labor	\$ 4,028,176.36	\$ 905,582.91	(c) (m)	\$ 3,122,593.45
Rent-Office	407,782.86			407,782.86
Utilities and Maintenance	36,942.86			36,942.86
Printing and Print Supplies	15,634.19	44.00	(m)	15,590.19
Supplies	40,422.84			40,422.84
Field Supplies and Equipment	84,796.17	680.83	(m)	84,115.34
Vehicle Expense	210,270.20	3,697.12	(d)	206,573.08
Postage and Shipping	9,361.54	96.26	(m)	9,265.28
Equipment Rent/Maintenance	514,177.01			514,177.01
Interest	20,919.61	20,919.61	(e)	-
Telephone	88,375.79			88,375.79
Business Insurance	253,916.70			253,916.70
Legal and Accounting Fees	46,793.74	1,288.85	(m)	45,504.89
Travel	77,301.74	18,225.16	(f) (b) (m)	59,076.58
Dues, Fees and Subscriptions	146,384.67	(629.99)	(g) (m)	147,014.66
Depreciation and Amortization	102,882.05			102,882.05
State Income and Personal Property Tax	13,173.01			13,173.01
Contributions	4,512.00	4,512.00	(h)	-
Key Person Life	4,580.00	4,580.00	(i)	-
Promotion	41,910.99	41,910.99	(j)	-
Federal Taxes	-	-	(k)	-
<b>Total General Overhead</b>	<b>\$ 6,148,314.33</b>	<b>\$ 1,000,907.74</b>		<b>\$ 5,147,406.59</b>
<b>Total Indirect Costs</b>	<b>\$ 9,140,940.79</b>	<b>\$ 1,214,037.73</b>		<b>\$ 7,926,903.06</b>
<b>Percentage of Direct Labor</b>				<b>170.66%</b>

**FAR References:**

- (a) 31.205-6(q) - The value of the ESOP stock contribution is limited to the fair market value of the stock on the date that title is effectively transferred to the trust.
- (b) 31.205-14 - Entertainment costs for the purpose of employee relations are not allowed.
- (c) 31.205-6 - Reasonable compensation calculated
- (d) 31.205-6(m)(2) - Personal use of company vehicle costs are not allowed.
- (e) 31.205-20 - Interest and other financial costs are not allowed.
- (f) 31.205-51 - Alcoholic beverages costs are not allowed.
- (g) 31.205-22 - Lobbying and political activity costs are not allowed.
- (h) 31.205-8 - Contributions and donations are not allowed.
- (i) 31.205-19 - Key-Person life insurance cost not allowed when company is beneficiary.
- (j) 31.205-1 - Public relations and advertising costs are not allowed.
- (k) 31.205-4 - Federal income taxes are not allowed.
- (l) 31.201-6(a) When an unallowable cost is incurred, directly associated costs are also unallowable.
- (m) 31.202(a) - Direct costs of the contract shall be charged directly to the contract

14.B. Resolution No. R22-80 approving agreement with Kirkham, Michael & Associates, Inc. in an amount not to exceed \$31,036.23 for partial hangar floor and apron rehabilitation for Building 1406.

**RESOLUTION NO. R22-80**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH KIRKHAM, MICHAEL & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$31,036.23 FOR PARTIAL HANGAR FLOOR AND APRON REHABILITATION FOR BUILDING 1406 AT THE CITY AIRPORT; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, as Request for Qualifications following the City standard selection policy and the Brooks Act Qualifications Based Selection, resulted in the airport layout plan selection committee selecting Kirkham, Michael & Associates, Inc.; and

WHEREAS, additional engineering services for this project are anticipated to be awarded to Kirkham, Michael & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with Kirkham, Michael & Associates, Inc. in an amount not to exceed \$31,036.23 for partial hangar floor and apron rehabilitation for Building 1406 at the City Airport, 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:** June 29, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Airport Partial Hangar Floor and Apron Rehabilitation for Building 1406 – Contract for Engineering Services between Owner and Engineer with Kirkham, Michael & Associates, Inc.

**RECOMMENDATION:**

I recommend approval of the Contract for Engineering Services between Owner and Engineer with Kirkham, Michael & Associates, Inc. for Partial Hangar Floor and Apron Rehabilitation for Building 1406.

**DISCUSSION:**

Hanger 1406 has continual storm water runoff issues which have resulted in severe cracking of the floor. The freeze/thaw cycle has also damaged the building and both the plane and pedestrian doors. Hangar 1406 was moved to its current location many years ago. The initial evaluation was that the door side of the building does have a foundation resulting in movement of the building due to lack of structural support which has caused movement of the floor causing extensive cracking, stormwater flowing into the building, stormwater flowing into the pavement cracks and down into the subgrade and around the foundation.

The agreement will provide design, bidding, and partial construction phase services. A geotechnical report will be obtained. The Engineering department will provide the topographic survey and partial construction observation services to assist and lessen the consulting engineering fee.

Projected bidding of the project is summer 2022 with construction projected to start in the 2021-2022 fiscal year and completed in 2022-2023 fiscal year pending contractor and material availability.

**FISCAL IMPACT:**

Lump sum amount of \$31,036.23. 2021-2022 Budget CIP 22-025 in the amount of \$30,000. Additional funding to be from projects which will not be complete this fiscal year. Construction will be into next fiscal year and was included in the 2022-2023 budget request.

**ALTERNATIVE:**

Do not approve

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

***DESIGN, BIDDING, AND CONSTRUCTION ENGINEERING  
PARTIAL HANGAR FLOOR AND APRON REHABILITATION FOR BUILDING 1406  
Columbus Municipal Airport  
Columbus, Nebraska***

**CONTRACT FOR ENGINEERING SERVICES  
BETWEEN OWNER AND ENGINEER**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Columbus, Nebraska (the "Owner") and Kirkham, Michael & Associates, Inc. (the "Engineer"). The Owner and the Engineer, in consideration of their mutual promises herein set forth, agree as follows:

**I. DEFINITIONS**

The following words and terms shall have the following meanings in this Agreement:

"Project" shall mean the project for which the Owner desires to engage the Services of the Engineer which is described as follows:

**Design, Bidding, and Construction Engineering  
Partial Hangar Floor and Apron Rehabilitation for Building 1406  
Columbus Municipal Airport  
Columbus, Nebraska**

"Additional Services" shall mean the additional services of the Engineer described in Paragraph IV below.

"Construction Cost" means the total cost to Owner of those portions of the entire project designed or specified by Engineer. Construction Cost is one of the items comprising Total Project Costs.

"Engineer" shall mean the firm of:

**Kirkham, Michael & Associates, Inc.  
5621 NW 1<sup>st</sup> St, Suite 400  
Lincoln, Nebraska 68521**

"Engineer's Opinions of Probable Construction Cost" if required under this Agreement represent Engineer's best judgment. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

"Owner" shall mean:

**City of Columbus, Nebraska  
c/o Rick Bogus, City Engineer  
2424 14th Street  
P.O. Box 1677  
Columbus, Nebraska 68602-1677**

"Owner's Representative" shall mean the Owner's authorized representative designated as such in writing to act on behalf of the Owner for the purpose of coordinating and administering the work under this Agreement.

"Project Manager" shall mean the principal project manager designated as such in writing assigned to the Project and employed by and working directly under the authority of the Engineer.

"Services" shall mean the services of the Engineer described in Paragraph II below.

## **II. BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services with respect to the project in accordance with the General Terms and Conditions set forth in Paragraph V.

### **A. Design Phase Services (Exhibit A)**

1. Provide on-going project management including attending meetings regarding the project with the city engineer and airport manager,
2. The City survey department will provide a topographic field survey upon authorization. This will include an approximate area of 100' x 100' in front of the hangar and, 50' x 50' inside with finish floor elevations.
3. Design of the proposed improvements to include the following:
  - Evaluation of floor and apron area for improvements
  - Removal plans of existing slab area to be replaced inside the hangar
  - Removal plan for existing apron area in front of the hangar door required to improve drainage
  - Structural design of replacement floor and apron
  - Site civil plans as required
  - Does not include electrical or mechanical design

4. Prepare construction drawings with notes and details based on the final design.
5. Prepare technical specifications to control the construction of the proposed improvements, including concrete and required reinforcing steel.
6. Provide construction contract documents including a Notice to Bidders, Information for Bidders, Contractor's Proposal form, Contract form, Performance Bond, Payment Bond, General Contract Conditions and Supplementary (Special) Conditions.

B. Bidding Phase Services (Exhibit B)

1. Provide sufficient copies of the approved plans and specifications to the Owner, plan rooms, and [www.QuestCDN.com](http://www.QuestCDN.com) for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael.
2. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a plan holders list.
3. Answer questions raised during the bidding process.
4. Issue addenda as required.
5. Tabulate and analyze bid results.
6. Review bidders' qualifications. Evaluate bidders'
7. Furnish a written recommendation to the Owner for contractor award
8. After Owner approvals, prepare all contract documents necessary for the project including bonds, insurance, contracts, drawings, etc.

C. Construction Phase Services (Exhibit C)

1. Provide construction contract administration services as follows:
  - a. Coordinate and conduct a preconstruction conference and prepare minutes for the meeting.
  - b. Review and check construction, shop, and erection drawings furnished by Contractor for compliance with the design concepts and intent of the drawings and specifications.

- c. Verify quantities of work performed and materials placed for partial and final payments to Contractor. Contractor pay requests will be reviewed for accuracy and forwarded to Owner for payment.
  - d. Prepare, as necessary, Change Orders, Field Orders, Proposal Requests, and other items that may be required due to unknown conditions that may arise during construction.
  - e. Maintain diaries and other project records to document the project work.
  - f. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of the design and technical provisions.
  - g. Prepare and submit to Owner record drawings at the completion of the project based on the construction data of the completed facilities. Record drawings will be prepared from information provided by Contractor and from direct measurements that may be taken in the field. One copy will be furnished to the Owner.
2. Provide construction field services consisting of the following.
- a. Review contractors construction stakes for proper elevations, grades, lines, contours, and slopes as called for on the drawings.
  - b. Provide a parttime qualified Resident Project Representative (construction observer) to witness portions of construction procedures to verify that the work performed by Contractor has been constructed in substantial compliance with the drawings and specifications and to serve as liaison between the Owner, Contractor, and Engineer. The construction observer will be on-site during construction with a frequency and duration commensurate with the nature of the work underway at the time of the site visit. This task will be coordinated and shared with City observers.
  - c. Coordinate with the geotechnical firm or testing laboratory providing materials and soils sampling and testing services for both laboratory and field testing.
  - d. Measure, compute, and/or check quantities of work performed or materials placed for partial and final payments to Contractor.
  - e. Maintain field observation diaries and other project records to document the project work.

- f. The Construction Phase will commence with the award of the construction contract for the project, or any part thereof, and will terminate upon written recommendation by Engineer for final payment.

If other components are added to any phase of the project, the Engineer's fee will be modified accordingly.

### **III. OWNER'S RESPONSIBILITIES**

As required the Owner shall provide all criteria and full and timely information with respect to the Owner's requirements for the Project to be included in the drawings and specifications in order to assist the Engineer in the performance of the Services, including placing at the Engineer's disposal all information available to the Owner which is pertinent to the Project. The Owner shall furnish approvals and permits from all governmental authorities having jurisdiction of the Project, budgetary constraints and provide insurance and legal counseling and the services of testing laboratory to perform and interpret soil investigation and test soil and concrete and other materials during construction and provide environmental assessments, audits, investigations, and impact statements and other relevant environmental studies as to the Project and the site as required.

Owner will make prompt review and submit comments to Engineer at the time of each submittal of documents prepared under Paragraphs II and IV and Owner will promptly advise Engineer of other consultants including scope of services, working in connection with the project.

Engineer is entitled to rely on criteria and information furnished by Owner.

The Owner shall designate its Owner's Representative who shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and make decisions with respect to the Project.

### **IV. ADDITIONAL SERVICES OF ENGINEER**

- A. If authorized in writing by Owner, the Engineer shall furnish Additional Services of the following types which are not considered to be included in the Services set forth in Paragraph II above, and the Owner shall compensate the Engineer for such Additional Services as agreed to by the parties and set forth in the written authorization.
  3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the

design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or contract documents, or are due to any other causes beyond Engineer's control.
4. Services resulting from facts revealed about conditions:
  - which are different from information about such conditions that Owner previously provided to Engineer under Paragraph III and upon which Engineer was entitled to rely; or
  - as to which Owner had responsibility to provide information under Paragraph III if such information was not previously provided.
5. Providing renderings or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Engineer's Consultants for other than Basic Services; and furnishing data or services of the types described in Paragraph III when Owner employs Engineer to provide such data or services in lieu of furnishing the same under Paragraph III.

8. Services attributable to a variation in the number of prime contracts for work designed or specified by Engineer.
9. Preparing for, coordination with, participating in, and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review requested by Owner; and performing or furnishing services required to revise studies, reports, drawings, specifications, or Contract Documents as a result of such review processes.
10. Assistance in connection with bid protests, rebidding, or renegotiating contract for construction, materials, equipment, or services, except when such assistance is required to complete services called for in Paragraph II.
11. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other legal or administrative proceeding involving the Project.
12. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
13. Other additional services performed or furnished by Engineer in connection with the Project, including services which are to be furnished by Owner and services not otherwise provided for in this Agreement as Basic Services.

## **V. GENERAL TERMS AND CONDITIONS**

### **A. Time of Beginning and Completion of Services**

The Services to be performed under this Agreement shall commence immediately upon receipt by the Project Manager of the Owner's written Notice to Proceed and shall terminate upon written recommendation by Engineer for final payment.

### **B. Payment to Engineer**

1. Method of Payment. Owner shall pay Engineer for services in accordance with one or more of the following methods:

#### Method A – Lump Sum (Design and Bid services)

- Owner shall pay Engineer a Lump Sum amount for the specified in the attached Exhibit A Design and Exhibit B Bidding services.

- The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Method B – Direct Labor Costs Times a Factor for construction services shown in Exhibit C

- Engineer's Reimbursable Expenses Schedule is attached to the exhibits.
  - The total estimated compensation for the specified category of services shall be stated in the Agreement. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.
  - The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
  - The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
2. Reimbursable Expenses. Costs incurred by Engineer in the performance of the Agreement in the following categories constitute Reimbursable Expenses:
- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Exhibit C which shall be adjusted.

3. Other Provisions Concerning Payment

A. Extended Contract Times

1. Should the Contract Times to complete the Work be extended beyond the period stated in the Agreement, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in this contract or a proposal and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.
3. The Owner shall pay the Engineer for the Construction Phase Services set forth in an amendment approved in writing on an hourly basis plus the actual cost of project related reimbursable expenses and subconsultant fees. The estimated amount that will become payable for the construction phase services provided by the Engineer will be determined at the time of preparation of the amendment.
4. In the event of termination during any phase of the project, Engineer will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of Engineer's Salary Costs for services performed or furnished during that phase to date

of termination by Engineer's principals and employees engaged directly on the Project, plus the actual cost of reimbursable expenses and subconsultant fees.

5. Owner shall pay Engineer for Additional Services (see Paragraph IV)
6. Owner shall pay Engineer for Reimbursable Expenses in connection with the construction phase services, termination provisions, or for additional services rendered such as subsistence, lodging, transportation and mileage; toll telephone calls; telecopy, fax, and telegrams; courier and express delivery services; postage and shipping charges for project-related materials; reproduction of reports, drawings, specifications, bidding documents, and similar project related items in addition to those required to be delivered to Owner under Paragraph II; photography; and costs of acquiring other materials specifically for and solely applicable to this Project. The amount payable to Engineer for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by Engineer therefore.
7. Salary Costs means salaries and wages (basic, premium, and incentive) paid to personnel (principals and employees) plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay, training, and educational benefits applicable thereto.

The Salary Costs and the factor applied to Salary Costs in determining compensation payable to Engineer will be adjusted annually and equitably to reflect changes in the various elements that comprise such Salary Costs and factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Engineer and consistent with Engineer's overall compensation practices and procedures.

#### C. Construction Phase

During any construction phase to the extent provided in Paragraph II, B, 1, the Engineer shall make visits to the site at intervals appropriate to the various stages of construction as determined by Engineer or otherwise agreed in writing to observe the progress and quality of the executed work of contractors and to determine in general if such work is proceeding in accordance with the contract documents. The Engineer shall not be requested to make exhaustive or

continuous on-site inspections to check the quality or quantity of such work, nor shall Engineer be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to such work. The Engineer shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents nor guarantee such work in any manner. The Engineer's efforts will be directed toward providing a greater degree of confidence for the owner that the completed work of the contractors will conform to the contract documents, and the Engineer, based on on-site observations, will keep the Owner informed of the progress of the work.

D. Invoices

Invoices will be submitted by the Engineer not more often than monthly and are due and payable by the Owner on receipt. Unpaid balances shall be subject to an additional interest charge at the rate of one and one half percent (1.5%) per month after 30 days from date of billing. In addition, the Engineer may, if payment is not received within 30 days of billing date, after giving seven days written notice to the Owner, suspend Services without liability until the Owner has paid in full all amounts due the Engineer.

E. Termination

The obligations of the Engineer to provide further Basic Services or Additional Services under this Agreement may be terminated (i) by the Owner on seven days' written notice or (ii) by either party upon seven days' written notice in the event of a substantial failure of the other party to perform its obligations under the Agreement through no fault of the terminating party. The right of termination in this paragraph shall in no way limit the remedies available to Owner or Engineer in the event of a default by the other party.

F. Insurance

The Engineer agrees to purchase at its own expense Worker's Compensation insurance, Professional Liability insurance, and Commercial General Liability insurance and will, upon request, furnish insurance certificates to the Owner. The Engineer agrees to purchase whatever additional insurance is requested by the Owner (presuming such insurance is available), provided the premiums for additional insurance are reimbursed by the Owner.

G. Indemnification

It is understood and agreed that, in providing the Services and Additional Services, if any, the Engineer shall indemnify the Owner for any loss or damage

solely caused by its negligent act, error or omissions in performance of the Services except for Uninsurable Activities.

Uninsurable Activities shall be defined as undertaking uninsurable obligations for the Owner's benefit which may involve the presence or potential presence of hazardous substances, including, but not limited to, activities relating to hazardous waste disposal and cleanup of environmental pollutants ("pollutants" meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor soot, fumes, acids, alkalis, chemicals, waste, and waste materials to be recycled, reconditioned, or reclaimed); liability relating to asbestos including specification of a product, material, or process containing asbestos; failure to detect the existence or proportion of asbestos in a product, material, or process; the abatement, replacement, or removal of a product, material or process containing asbestos, and activities resulting in the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants and any other similar activity for which insurance is reasonably unavailable.

H. Limitation of Engineer's Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer's and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Agreement from any cause or causes, including but not limited to the negligence, professional errors, or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this contract, or \$50,000 whichever is less.

I. Gratuities

The Engineer represents that no gratuities (in the form of the entertainment, gifts, or otherwise) were offered or given to any officer, agent, employee, or representative of the Owner with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

J. Confidentiality

The Engineer shall maintain as confidential and not disclose to others without Owner's prior written consent, all information obtained from Owner, not

otherwise previously known to the Engineer or in the public domain, as owner expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which is published or comes into the public domain through no fault of the Engineer, is furnished by or obtained from a third party who is under no obligation to keep the information confidential or is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Owner agrees that Engineer may use and publish Owner's name and general description of the Engineer's services with respect to the Project in describing the Engineer's experience and qualifications to other clients or potential clients.

K. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by Engineer (and Engineer's subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for use or reuse by owner or others to complete the project or for extensions of the Project or on any other project. Any use or reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to the Engineer's subsidiaries, independent professional associates, consultants, and subcontractors. Client agrees to defend, indemnify, and hold harmless the Engineer from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or acting through the Owner. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by Owner and the Engineer.

L. Proprietary Data

Any technical and pricing information contained in this Agreement is to be considered confidential and proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of Engineer.

M. Governing Law - Miscellaneous

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of Engineer.

The Agreement expresses the entire Agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

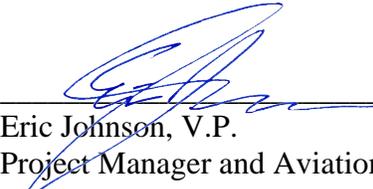
N. Non-Discrimination

The Engineer shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the work on the Project, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, or privileges of employment of such employee or applicant. The Engineer shall include this same, or substantially similar, provision in any contract with any subcontractor hired by the Engineer for the performance of work on the Project.

This Agreement is binding on successors and assigns of either party, and neither party shall assign any rights under or interest in this Agreement without the consent of the other party, except that the Engineer may without such consent employ consultants and others in the performance of the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials as of the first day and year above written:

ENGINEER: **KIRKHAM, MICHAEL & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Eric Johnson, V.P.  
Project Manager and Aviation Team Leader

OWNER: **City of Columbus, Nebraska**

\_\_\_\_\_  
Name and Title

# Kirkham Michael

## Exhibit A

### Design Phase

#### Columbus Municipal Airport

#### Partial Hangar Floor and Apron Rehabilitation for Building 1406

#### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$96.16	\$ -
Sr. Project Engineer		\$93.75	\$ -
Project Manager	8	\$60.10	\$ 480.80
Project Engineer	25	\$46.64	\$ 1,166.00
CADD Tech.	30	\$36.50	\$ 1,095.00
Asst. Engineer	20	\$37.50	\$ 750.00
Party Chief	0	\$36.50	\$ -
Clerical	15	\$25.50	\$ 382.50
	<u>98</u>		
<b>Total Direct Salary</b>			<b>\$ 3,874.30</b>

#### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 170.66% \$ 6,611.88

#### Item No 3 - Subtotal of Items 1 & 2

\$ 10,486.18

#### Item No. 4 - Fixed Fee: 12% of Item 3

\$ 1,258.34

#### Item No. 5 - Direct Non-Salary Expenses

Mileage	\$0.58	\$ -	
Meals	\$59.00	\$ -	
Hotel	\$110.00	\$ -	
Printing	\$1,500.00	\$ -	
<b>Total Non-Salary Expenses</b>			<b>\$ -</b>

#### Item No. 6 - Subconsultants

Geotechnical Services		
Performance Engineering - Structural		\$ 2,200.00
<b>Total Subconsultants</b>		<b>\$ 2,200.00</b>

#### Item No. 7 - Lump Sum 3, 4, 5, & 6

\$ 13,944.52

# Kirkham Michael

## Exhibit B

### Bid Phase

#### Columbus Municipal Airport

#### Partial Hangar Floor and Apron Rehabilitation for Building 1406

#### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$96.16	\$ -
Sr. Project Engineer		\$93.75	\$ -
Project Manager	4	\$60.10	\$ 240.40
Project Engineer	6	\$46.64	\$ 279.84
CADD Tech.		\$36.50	\$ -
Asst. Engineer	8	\$37.50	\$ 300.00
Party Chief		\$36.50	\$ -
Clerical	8	\$25.50	\$ 204.00
	<u>26</u>		
<b>Total Direct Salary</b>			<b>\$ 1,024.24</b>

#### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	170.66%	\$ 1,747.97
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#### Item No 3 - Subtotal of Items 1 & 2

\$ 2,772.21

#### Item No. 4 - Fixed Fee: 12% of Item 3

\$ 332.66

#### Item No. 5 - Direct Non-Salary Expenses

Mileage	\$0.58	\$ -
Meals	\$59.00	\$ -
Hotel	\$110.00	\$ -
Printing	\$1,500.00	\$ -
<b>Total Non-Salary Expenses</b>		<b>\$ -</b>

#### Item No. 6 - Subconsultants

Geotechnical Services		
Performance Engineering - Structural		\$ 300.00
<b>Total Subconsultants</b>		<b>\$ 300.00</b>

#### Item No. 7 - Lump Sum 3, 4, 5, & 6

\$ 3,404.87

# Kirkham Michael

## Exhibit C Construction Phase Columbus Municipal Airport Partial Hangar Floor and Apron Rehabilitation for Building 1406

### Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$96.16	\$ -
Sr. Project Engineer		\$93.75	\$ -
Project Manager	4	\$60.10	\$ 240.40
Project Engineer	15	\$46.64	\$ 699.60
CADD Tech.	20	\$36.50	\$ 730.00
Asst. Engineer	55	\$37.50	\$ 2,062.50
Party Chief	8	\$36.50	\$ 292.00
Clerical		\$25.50	\$ -
	<u>102</u>		
<b>Total Direct Salary</b>			<b>\$ 4,024.50</b>

### Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 170.66% \$ 6,868.21

### Item No 3 - Subtotal of Items 1 & 2

\$ 10,892.71

### Item No. 4 - Fixed Fee: 12% of Item 3

\$ 1,307.13

### Item No. 5 - Direct Non-Salary Expenses

Mileage	150	\$0.58	\$ 87.00
Meals		\$59.00	\$ -
Hotel		\$110.00	\$ -
Printing		\$1,500.00	\$ -

**Total Non-Salary Expenses \$ 87.00**

### Item No. 6 - Subconsultants

Geotechnical Services  
Performance Engineering - Structural \$ 1,400.00

Total Subconsultants \$ 1,400.00

### Item No. 7 - Hourly Not-to-Exceed 3, 4, 5, & 6

\$ 13,686.84

14.C. Resolution No. R22-81 approving assistance to Platte County in the amount of \$7,500 for consulting services with DC Hirschbrunner Consulting for Highway 30 to Highway 64 connector project.

**RESOLUTION NO. R22-81**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING \$7,500 IN FUNDING FOR ASSISANCE TO PLATTE COUNTY REGARDING CONSULTING SERVICES FROM DC HIRSCHBRUNNER CONSULTING RELATING TO THE HIGHWAY 30 TO HIGHWAY 64 CONNECTOR PROJECT; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, Platte County, the City of Columbus Nebraska, Colfax County, Polk County and Butler County previously participated in an Interlocal Agreement regarding a traffic study for the Highway 30 to Highway 64 connector project; and

WHEREAS, through said Interlocal Agreement the entities involved pledged funds to share in the cost of the initial traffic study and said traffic study was completed without the expenditure of all pledged funds; and

WHEREAS, only about half of the City's pledged funds were actually used; and

WHEREAS, Platte County desires to continue on with further necessary studies to determine the overall feasibility of the Highway 30 to Highway 64 connector project, and its Board of Supervisors has already voted to apply its unused funds of \$7,500 towards consulting services for this project; and

WHEREAS, Platte County has formally asked the City to likewise pledge the \$7,500 the City has left over to Platte County for use towards consulting services for this project; and

WHEREAS, Platte County has already engaged the firm of DC Hirschbrunner Consulting as its consultant for this consulting project subject to the Scope of Services which is attached hereto and incorporated herein by this reference; and

WHEREAS, said Scope of Services was developed and created independently by DC Hirschbrunner Consulting without any City participation or input; and

WHEREAS, this Resolution of the City approves only a limited financial commitment to Platte County regarding the aforementioned Scope of Services, and, it specifically waives any requirement of the City to follow its' approved purchasing policy in doing so; and

WHEREAS, the City approves the application of its' aforementioned unused funds in an amount up to \$7,500, subject, however, to the following conditions being met:

- 1) Any billings to the City should be proportional to the total funding committed by other entities. DC Hirschbrunner Consulting must provide copies of billing statements (which shall include a progress report and hours billed per task) to the City prior to the City providing any reimbursement to Platte County.
- 2) Upon approval of each the billing statement from DC Hirschbrunner Consulting, the City shall release directly to Platte County its payment

for its proportional share of the services actually rendered. As the contracting party it shall be Platte County's responsibility to make sure DC Hirschbrunner Consulting gets paid.

- 3) The City Engineer must be included and agree to all assumptions and conclusions made in any and all studies, evaluations, reports, analysis, and determinations.
- 4) DC Hirschbrunner Consulting desires to use UNL Engineering Project Analysis for cost information. The UNL Engineering Project Analysis can be used to help gather costs of related materials; however, because that information is gathered by students, this summary analysis must be completed by a certified Engineer.
- 5) All documents, reports, memos, briefing, schedules, etc. that are submitted to Platte County by DC Hirschbrunner Consulting shall likewise be submitted in full to the City.
- 6) The City will have opportunity to review and make comments on any and all draft reports before any are finalized.

If said conditions are not fully met, then the City shall not release the \$7,500, or any portion due thereof, to Platte County and/or DC Hirschbrunner Consulting until said conditions have been fully met.

WHEREAS, the City explicitly recognizes that any next steps for the Highway 30 to Highway 64 connector project after this commitment will be financially significant, and, therefore, the City by enacting this resolution does not commit to any further project development without a vote of the people approving the City's financial participation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City shall provide up to \$7,500 in assistance to Platte County regarding consulting services from DC Hirschbrunner Consulting relating to the Highway 30 to Highway 64 connector project, subject, however, to the terms and conditions as previously stated herein; and, the Mayor is hereby authorized, directed, and empowered to execute this Resolution 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

To: Platte County Board of Supervisors

Date:

Subject: Proposal for the Highway 30 to Highway 64 Connector Road

Chairman Gerald Micek and Board of Supervisors

DC Hirschbrunner Consulting is pleased to submit this unsolicited proposal to the Platte County Board of Supervisors regarding the Highway 30 to Highway 64 Connector Project. [30/64 Project]. In October, 2019, the Platte County Board Authorized a study of the potential connector road joining US Highway 30 with Nebraska Highway 64. The project study was joined by the City of Columbus, and also Butler, Colfax, and Polk Counties. The purpose of the study was to determine the feasibility and desirability of building a road and bridge along the Platte County and Colfax County Line across the Platte river and connecting to the county road in Butler County.

The project had three primary goals of reducing traffic congestion on 23<sup>rd</sup> Street [Highway 30] through Columbus, providing easier and more efficient access to the Columbus East Industrial Sites, and eliminating the isolation of Columbus from flooding such as occurred in the Spring of 2019.

To date, after over 2 years, the only accomplishment has been a traffic study projecting the anticipated usage of the new road. There are many reasons for this lack of progress but the single biggest reason is the lack of Project Management and Leadership. Projects of this size and complexity take dedicated Project Management to drive the project forward. Platte County Road and Bridge staff has tried to provide direction, but with all the normal county activities and a multiparty committee, it has been difficult to set the direction and make timely decisions.

This unsolicited proposal outlines that Leadership/Project Management to move the project forward and provide the information necessary to reach a conclusion of either moving forward with funding sources or shutting down any further efforts.

In addition to Dennis Hirschbrunner, as the Team Lead, Dennis Grennan and Arnie Stuthman would also be members of the team We would propose working directly for the Platte County Board of Supervisors as the sponsoring entity. We will work with the Platte County Board Road and Bridge staff, City of Columbus, and adjacent counties that have interest in the project. A reporting schedule will be established to keep supervisors informed of progress and provide input.

We are pleased to present the attached Scope of Services and look forward to working with you.

Sincerely,

Dennis Hirschbrunner

Dennis Grennan

Arnie Stuthman

## Proposal: Leadership/Project Management for the Highway 30 to Highway 64 Connector

### Firm Overview:

DC Hirschbrunner Consulting LLC was founded in 2010. The firm provides Business and Financial Management, Strategic Planning, Marketing, Business Development, and Program Management Services to the Architectural and Engineering Industry. Mr. Hirschbrunner has over 50 years of Engineering experience with infrastructure projects. Mr. Grennan also has over 50 years of Engineering experiencing leading major capital improvement projects for Nebraska Public Power District and HDR. Mr. Stuthman, as a former County Supervisor and State Senator, has extensive knowledge of this project as well as relationships with many of the elected officials of the participating public entities.

### Project Understanding:

For many years, a potential 7–8-mile road connecting Highway 30 to Highway 64 by Bellwood has been considered. This new connector road would provide a new bridge over the Platte River and access to Platte County and the region in the event of flooding such as that occurred in 2019. It would also provide easier and more efficient access to the Columbus Industrial area and relieve truck traffic on 23<sup>rd</sup> Street [Highway 30] through Columbus. Even though there was a high level of regional interest in this project, due to funding and other issues, the project was never pursued to the point of determining feasibility.

Following the flood event in 2019, the Columbus Chamber Transportation Committee thought the project should be revisited. In October 2019, the Platte County Board of Supervisors agreed to be the lead agency to conduct studies and provided \$15,000 to that effort. They were joined by the City of Columbus in December, who also pledged \$15,000. Shortly after, Butler County agreed to participate at \$10,000, Colfax at \$2,500, and Polk at \$2,500. A committee of all participants was formed under the leadership of the Platte County Road and Bridge Committee.

### Project Management and Coordination:

The 30/64 Connector Project is a large and complex project and requires dedicated Project Management to move it forward to a conclusion of either continuing forward with funding sources or shutting down any further efforts. While some project information exists such as the Iteris Traffic Study and UNL Engineering Project Analysis, a high-level Cost/Benefit analysis has not been completed to provide a basis for moving ahead or not. Also, a high-level timeline of project milestones should be developed to show the steps required to complete the project.

DC Hirschbrunner LLC will provide the Leadership and Management to complete both Tasks. Dennis Hirschbrunner will be the main contact and report to the full Platte County Board of Supervisors. Dennis Grennan and Senator Arnie Stuthmans will assist Mr. Hirschbrunner. The team will develop a plan to complete the Cost/ Benefit Analysis and Project Timeline, set meeting schedules and agendas, and provide reports back to the County Supervisors on a frequency agreed to. The team will work with the

Platte County Staff, Platte County Engineer, and Committee of Counties and City as directed by the County.

#### Project Approach:

Our team will conduct a review of project related information that is currently available, to avoid duplication of past efforts. This information will be used in developing the Cost/Benefit Analysis. This information includes, but not limited to the UNL Engineering Project Analysis which provides much of the costs information. We expect to work with the Loup Public Power District and Nebraska Public Power District Economic Development Departments to develop the Benefit Analysis which will identify economic benefits to the region, including industry and services, transportation savings, and future development along the connector.

Our team will compile all information into a Cost/Benefit Report and provide to the Board of Supervisors in draft form. Comments will be received and included as appropriate, and a final Report provided in electronic form.

A similar approach will be taken to develop the Overall Timeline/milestones. It is anticipated coordination with an outside firm and possibly the Nebraska Dept. of Transportation will be needed for this.

#### Deliverables:

- A Draft and Final Cost Benefit Report showing the estimated cost of the Project and estimated benefits over the life of the project.
- A Timeline with project milestones will be provided so it is clear what the next steps would be to move the Project forward. This is important for decision makers in conjunction with the Cost/Benefit Report.

#### Schedule:

It is estimated all work can be completed by October 1, 2022. If other work items are identified, the schedule may be adjusted to include these items.

#### Anticipated Fee

Work will be done on an hourly basis. If other consultants are used, an estimated fee will be obtained from them before engagement. Total Fee will not exceed \$15,000 without approval of the Platte County Supervisors.

**15. ORDINANCES ON FIRST READING**

- 15.A. Ordinance No. 22-13 creating Street Improvement District No. 188 (23 Street/Shady Lake Road from 54 Avenue to west corporate limits).

**ORDINANCE NO. 22-13**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING STREET IMPROVEMENT DISTRICT NO. 188 OF THE CITY OF COLUMBUS, NEBRASKA; PROVIDING FOR THE GRADING, CURBING, GUTTERING, DRAINAGE, AND PAVING THEREIN INCLUDING STORM SEWERS, TRAILS, AND SIDEWALKS ON 23 STREET/SHADY LAKE ROAD FROM 54 AVENUE TO THE WEST CORPORATE LIMITS; PROVIDING FOR THE SERVICE OF NOTICE OF CREATION; PROVIDING FOR THE PAYMENT THEREOF BY SPECIAL ASSESSMENTS AND LIMITATIONS THEREON; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF AND THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

**Section 1.** Street Improvement District No. 188 in the City of Columbus, Nebraska, is hereby created as provided by law.

**Section 2.** Street Improvement District No. 188 shall include the following streets, avenues, intersections of streets and avenues, and spaces opposite alleys, storm sewers, and sidewalks adjacent thereto which are to be improved, to wit:

- 23 Street/Shady Lake Road from 54 Avenue to the west corporate limits

This segment of 23 Street/Shady Lake Road is designated as a Collector in the State Functional Classification. The project is on the City 1&6 Year Road Plan and Long Range Transportation Plan.

**Section 3.** Street Improvement District No. 188 shall include the following, being all of the lots, lands and parts of lots, and lands abutting or adjoining said portion of the streets and avenues to be improved, to wit (these properties are also shown on the attached "EXHIBIT A"):

- Lot 1 of Hirschthal Subdivision, a minor Subdivision of Part of the SW1/4 of Section 14, Township 17, North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 4, Hirschthal Subdivision, a minor Subdivision of part of the SW1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 9, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska

- Lot 8, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 2: Lot 7, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 2: Lot 6, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 5, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 4, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 3, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 2, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 1: Lots 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska, EXCEPT a tract of land located in part of Lot 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision, described as follows: Beginning at the Southeast corner of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence Westerly along the South line of said Subdivision, 141.00 feet; thence Northerly and perpendicular to said South line, 69.83 feet; thence Northeasterly and perpendicular to the Northeast line of said Subdivision, 27.06 feet; thence Southeasterly along said Northeast line, 155.00 feet, to the point of beginning
- A tract of land located in part of Lot 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision, to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the Southeast corner of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence Westerly along the South line of said Subdivision, 141.00 feet; thence Northerly and perpendicular to said South line, 69.83 feet; thence Northeasterly and perpendicular to the Northeast line of said Subdivision, 27.06 feet; thence Southeasterly along said Northeast line, 155.00 feet, to the point of beginning
- The South 5 acres of the SE1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska. All of Lots 2 and 4, and the SW1/4 NE1/4, the South 10 acres of the NE1/4 NE1/4, and the South 20 rods of the East 16 rods of the NW1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; Together with all accretion thereto, and if not included in the above description, then in addition thereto that tract of land commencing at the Southeast corner of Lot Number 1 in Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M;

thence West parallel to the North line of said Section 23 to the West line of said Section 23; thence Southeasterly along the main channel of the Loup River to the center line running East and West through said Section 23; thence East to the center of said Section 23; thence North to the place of beginning, together with all accretion thereto; The North 30 acres of the NE1/4 NE1/4 of Section 23; also the NW1/4 NE1/4 of Section 23, (Except 2 acres in the Southeast corner 16 rods wide East and West by 20 rods North and South); also the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska. EXCEPT: The following described tract of land, namely, to-wit: Commencing at the Northwest corner of the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska thence East along the North line of said tract until said line intersects the public highway which runs along the North line of said Section 23 thence South 16 feet; thence West to the West line of said Thirty acre tract; thence North to the place of beginning, all in Platte County, Nebraska. Also excepting a parcel of land being described in Deed Book 217, Page 61, located in the SE1/4 SE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska, also being described as follows: Commencing at the Northeast corner of said SE1/4 SE1/4; thence S00°08'44"E (Assumed Bearing) on the East line of said SE1/4 SE1/4, a distance of 104.74 feet; thence S00°29'28"E on said East line, a distance of 548.29 feet to the Northeast Corner of said previously described parcel, said point also being the True Point of Beginning; thence continuing S00°29'28"E on said East line, a distance of 40.15 feet to a point on the North Right of Way Line of the Union Pacific Railroad; thence S84°28'57"W on said North Right of Way Line, a distance of 1334.223 feet to a point on the West line of said SE1/4 SE1/4; thence N00°16'49"W on said West line, a distance of 40.17 feet to the Northwest Corner of said previously described parcel; thence N84°28'57"E on the North line of said previously described parcel, parallel with and 40.00 feet distance from said North Right of Way line when measured at a right angle, a distance of 1334.08 feet to the True Point of Beginning. AND EXCEPT: A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'3E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2642.72 feet on the North line of said NE1/4 to the point of beginning. AND EXCEPT: A tract of land located in the Accretion to Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Referring to the Northwest Corner of said Lot 1; thence S00°29'45"W, 1320.00 feet on the West line of Section 23 and on the Southerly extension of the West line of Section 23 to the intersection of the Westerly extension of the South line of said Lot 1 and the point of beginning; thence S89°37'34"E, 667.00 feet on the Westerly extension of the South line of said Lot 1; thence S00°29'12"W,

663.00 feet to the North river bank of the Loup River; thence Westerly on the North bank of said river to a point on the Southerly extension of the West line of said Section 23, direct measure S81°40'55"W, 674.95 feet; thence N00°29'12"E, 765.00 feet on the Southerly extension of the West line of said Section 23 to the point of beginning, and also the accretion thereto.

- A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'35"E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2,642.72 feet on the North line of said NE1/4 to the point of beginning. Granters hereby reserve an Access Easement described as follow: A 22 foot strip of land located in the NE1/4, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of the N1/2 NE1/4 of said section; thence S89°55'41"W (all bearing are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,662.00 feet; thence N00°01'52"W, 22.00 feet; thence N89°55'41"E, 1,662.00 feet to the East line of said NE1/4; thence S00°01'52"E, 22.00 feet on the East line of said NE1/4 to the point of beginning.
- Lot 1, Block B, West Meadows Subdivision of Part of SW1/4 SE1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, now a part of the City of Columbus, Nebraska
- The West 366 Feet of the South 417 Feet of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- A tract of land located in the SW1/4 Section 14, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska described as follows: Beginning at the Northeast corner of said Southwest Quarter; thence southerly 2,617 feet, more or less, on the East line of said SW1/4 to a point 33 feet north of the South line of said SW1/4; thence westerly 100 feet, parallel with the South line of said SW1/4 thence northerly 2,617 feet, more or less, parallel with the East line of said SW1/4 to a point on the north line of said SW1/4; thence easterly 100 feet on the North line of said SW1/4 to the point of beginning.
- Lot 1, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 2, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 4, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision

- Lot 1, Block C, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 3, Block C, Shadylake Meadows 2<sup>nd</sup> Subdivision

**Section 4.** Said portions of the streets and avenues to be improved abut on paving already laid in the City of Columbus so that the same, together with pavement already laid make up one continuous or extended thoroughfare.

**Section 5.** Notice of creation of the above described Street Improvement District No. 188 shall be served upon the property owners in said district by publication of notice thereof once each week for not less than twenty (20) days in The Columbus Telegram, a newspaper published in and of general circulation in the City of Columbus; and, that if the owners of record title representing more than fifty (50%) percent of the front footage of the property abutting or adjoining said portion of streets and avenues to be improved shall file with the office of the city clerk within twenty (20) days after the first publication of said notice written objections to the improvements in said district said work shall not be done and this ordinance shall be repealed.

**Section 6.** This ordinance is subject to limited referendum for a period of thirty (30) days following the publication of this notice and after such thirty (30) day period, the creation of Street Improvement District No. 188 of the City of Columbus and all matters related to it will not be subject to any further rights of referendum.

**Section 7.** The cost of grading, curbing, guttering, drainage, and paving including replacement of open ditches with underground sewer lines where found necessary and the installation of sidewalks, and excepting intersections and spaces opposite alleys, shall be assessed against the property within said district and abutting or adjoining the streets and avenues or parts of the streets or avenues to be so improved, in proportion to the benefits and in the manner provided by law. The estimated project cost of Street Improvement District is \$3,450,000. (The city proposes to use Federal Funds Purchase Program funding in the construction of Street Improvement District No. 188 to reduce the cost of paving assessments contemplated herein. The city will utilize such funding in the construction of Street Improvement District No. 188 to pay eighty percent (80%) of eligible project costs with twenty percent (20%) of the total project cost being paid by special assessments.)

**Section 8.** The grading, curbing, guttering, drainage, and paving shall be constructed of 9-inch thick Portland cement concrete paving, 41-foot wide three-lane urban section with curb and gutter, aggregate subbase, storm sewer, earthwork, grading, trails, and sidewalks in developed areas, and related work.

**Section 9.** This ordinance shall be in full force and effect from and after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 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.

**Section 10.** This ordinance shall repeal all ordinances and 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

**MEMORANDUM**

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**DATE:** June 30, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Creation of Street Improvement District #188 - 23<sup>rd</sup> Street/Shady Lake Road from 54<sup>th</sup> Avenue to the west corporate limits

**RECOMMENDATION:**

I recommend the approval of the Notice of Creation of Street Improvement District #188, 23<sup>rd</sup> Street/Shady Lake Road from 54<sup>th</sup> Avenue to the west corporate limits. The properties benefiting and thus having a special assessment are in accordance with the Nebraska Revised State Statutes and the City Assessment Policy.

**DISCUSSION:**

23<sup>rd</sup> Street/Shady Lake Road from 54<sup>th</sup> Avenue to west corporate limits is on the City 1&6 Year Road Plan and Long Range Transportation Plan and is designated as a Collector in the State Functional Classification. The Public Property, Safety, and Works Committee recommended to proceed on this district on June 13, 2022, and City Council on June 20, 2022. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 41-feet wide, PC concrete, trials or sidewalks in improved or platted areas, striping, signage and related work.

The design of the project is limited due to elevation of discharge storm sewers. The street paving and storm sewers will be constructed at the least slope allowed by the City. Therefore, it must be noted that some small areas of shallow storm water ponding may occur in the gutter line.

The proposal is to use Federal Funds Purchase Program (FFPP) funding to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

The project is in three phases. Phase 1 is from 23<sup>rd</sup> Street from east of 48<sup>th</sup> Avenue to 54<sup>th</sup> Avenue with a projected open to traffic in winter 2022 and final completion in spring 2023. Phase 2, which is this project, is from 54<sup>th</sup> Avenue to the west corporate limits and Phase 3 is 48<sup>th</sup> Avenue from 23<sup>rd</sup> Street to the Bradshaw Park entrance. During construction, the project segment of 23<sup>rd</sup> Street/Shady Lake Road will be limited to local traffic only. A marked detour for through traffic will be part of the project.

Pending final budget and funding determination, construction would be in fiscal year 2023-2024.

The Engineering Department is providing the design and construction phase services resulting in a savings to the project cost of an estimated 14 to 20 percent of the construction cost.

If you have any questions, please feel free to contact me.

**FISCAL IMPACT:**

City to use Federal Funds Purchase Program funding to pay for 80 percent of the project cost. The remaining 20 percent would be assessed to benefiting properties. The opinion of probable project cost, which includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$3,450,000. (FFPP \$2,760,000 and Special Assessment \$690,000).

**ALTERNATIVE:**

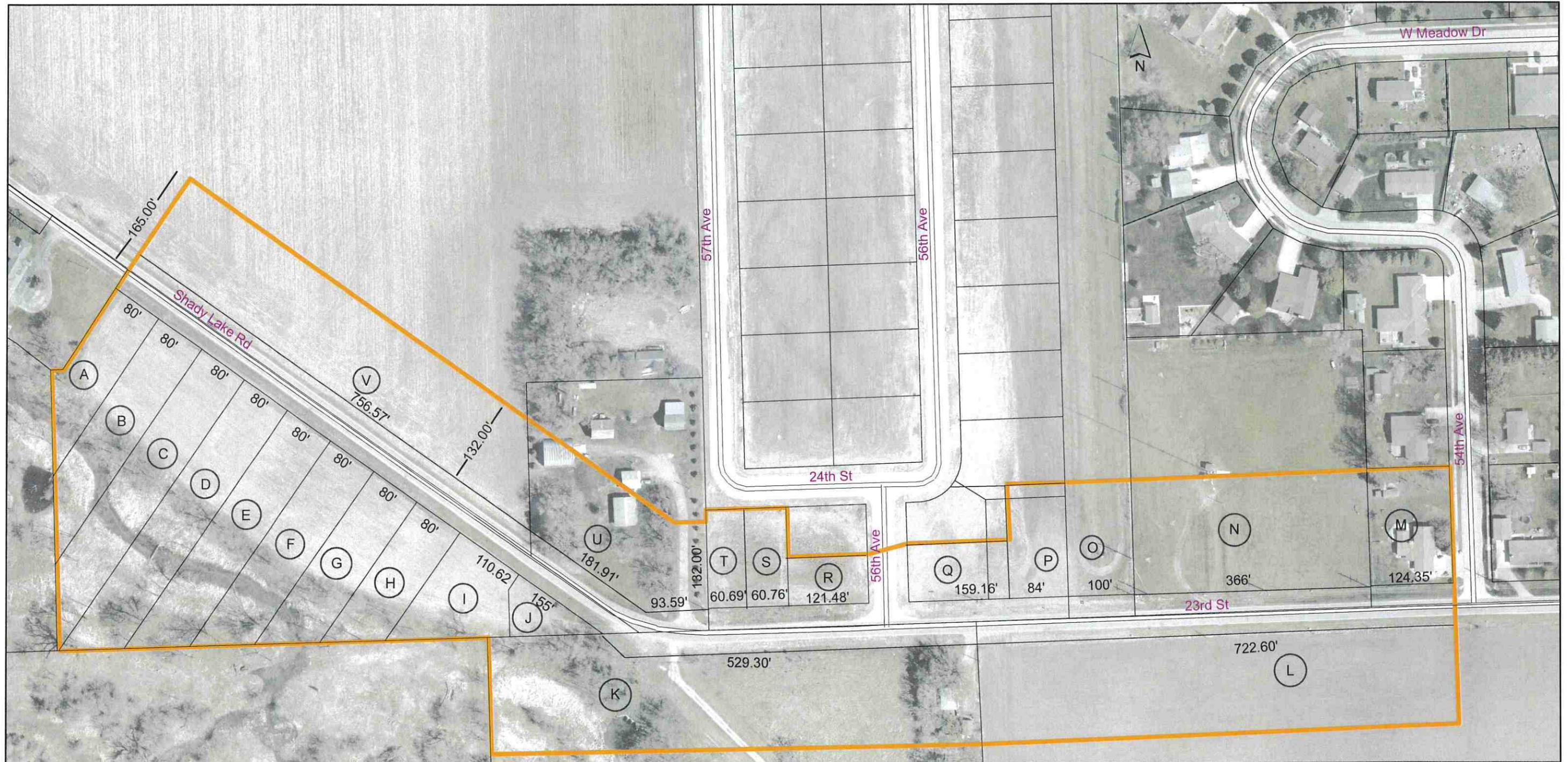
Do not create the district

**SIGNATURE:**

By: Richard J Bogus

Approved By: [Signature]

# LIMITS OF DISTRICT SID #188



OWNER NAME			
(A)	Steve Lloyd's Rentals LLC.	(G)	Steve Lloyd's Rentals LLC.
(B)	Steve Lloyd's Rentals LLC.	(H)	Steve Lloyd's Rentals LLC.
(C)	Steve Lloyd's Rentals LLC.	(I)	Steve Lloyd's Rentals LLC.
(D)	Steve Lloyd's Rentals LLC.	(J)	City Of Columbus
(E)	Steve Lloyd's Rentals LLC.	(K)	Walker Rental Properties LLC.
(F)	Steve Lloyd's Rentals LLC.	(L)	Shady Lake Development LL.
		(M)	Behrens Jr, David L & Christina A
		(N)	Platte County
		(O)	City Of Columbus
		(P)	Granville Custom Homes INC.
		(Q)	Granville Custom Homes INC.
		(R)	Granville Custom Homes INC.
		(S)	Granville Custom Homes INC.
		(T)	Granville Custom Homes INC.
		(U)	Sando LLC % Sandra K Wright
		(V)	PVP Properties LLC

**NOTICE OF CREATION OF  
STREET IMPROVEMENT DISTRICT NO. 188**

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, have by Ordinance No. 22-13 created Street Improvement District No. 188, including the following streets, avenues, intersections of streets and avenues and spaces opposite alleys, which are to be improved, to-wit:

- 23<sup>rd</sup> Street/Shady Lake Road from 54<sup>th</sup> Avenue to the west corporate limits

inclusive, all of which are located in the City of Columbus, Platte County, Nebraska, and including the following lots, lands and parts of lots and lands abutting adjoining the same:

- Lot 1 of Hirschthal Subdivision, a minor Subdivision of Part of the SW1/4 of Section 14, Township 17, North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 4, Hirschthal Subdivision, a minor Subdivision of part of the SW1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 9, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 8, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 2: Lot 7, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 2: Lot 6, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 5, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 4, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 3, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Lot 2, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska
- Parcel 1: Lots 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska, EXCEPT a tract of land located in part of Lot 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision, described as follows: Beginning at the Southeast corner of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence Westerly along the South line of said Subdivision, 141.00 feet; thence Northerly and perpendicular to said South line, 69.83 feet;

thence Northeasterly and perpendicular to the Northeast line of said Subdivision, 27.06 feet; thence Southeasterly along said Northeast line, 155.00 feet, to the point of beginning

- A tract of land located in part of Lot 1, Deer Run Estates Second Subdivision, a Replat of Deer Run Estates Subdivision, to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the Southeast corner of Deer Run Estates Subdivision to the City of Columbus, Platte County, Nebraska; thence Westerly along the South line of said Subdivision, 141.00 feet; thence Northerly and perpendicular to said South line, 69.83 feet; thence Northeasterly and perpendicular to the Northeast line of said Subdivision, 27.06 feet; thence Southeasterly along said Northeast line, 155.00 feet, to the point of beginning
  
- The South 5 acres of the SE1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska. All of Lots 2 and 4, and the SW1/4 NE1/4, the South 10 acres of the NE1/4 NE1/4, and the South 20 rods of the East 16 rods of the NW1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; Together with all accretion thereto, and if not included in the above description, then in addition thereto that tract of land commencing at the Southeast corner of Lot Number 1 in Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M.; thence West parallel to the North line of said Section 23 to the West line of said Section 23; thence Southeasterly along the main channel of the Loup River to the center line running East and West through said Section 23; thence East to the center of said Section 23; thence North to the place of beginning, together with all accretion thereto; The North 30 acres of the NE1/4 NE1/4 of Section 23; also the NW1/4 NE1/4 of Section 23, (Except 2 acres in the Southeast corner 16 rods wide East and West by 20 rods North and South); also the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska. EXCEPT: The following described tract of land, namely, to-wit: Commencing at the Northwest corner of the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska thence East along the North line of said tract until said line intersects the public highway which runs along the North line of said Section 23"thence South 16 feet; thence West to the West line of said Thirty acre tract; thence North to the place of beginning, all in Platte County, Nebraska. Also excepting a parcel of land being described in Deed Book 217, Page 61, located in the SE1/4 SE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska, also being described as follows: Commencing at the Northeast corner of said SE1/4 SE1/4; thence S00°08'44"E (Assumed Bearing) on the East line of said SE1/4 SE1/4, a distance of 104.74 feet; thence S00°29'28"E on said East line, a distance of 548.29 feet to the Northeast Corner of said previously described parcel, said point also being the True Point of Beginning; thence continuing S00°29'28"E on said East line, a distance of 40.15 feet to a point on the North Right of Way Line of the Union Pacific Railroad; thence S84°28'57"W on said North Right of Way Line, a distance of 1334.223 feet to a point on the West line of said SE1/4 SE1/4; thence N00°16'49"W on said West line, a distance of 40.17 feet to the Northwest Corner of said previously described parcel; thence N84°28'57"E on the North line of said previously described parcel, parallel with and 40.00 feet distance from said North Right of Way line when measured at a right angle, a distance of 1334.08 feet to the True Point of Beginning. AND EXCEPT:

A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'3E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2642.72 feet on the North line of said NE1/4 to the point of beginning. AND EXCEPT: A tract of land located in the Accretion to Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Referring to the Northwest Corner of said Lot 1; thence S00°29'45"W, 1320.00 feet on the West line of Section 23 and on the Southerly extension of the West line of Section 23 to the intersection of the Westerly extension of the South line of said Lot 1 and the point of beginning; thence S89°37'34"E, 667.00 feet on the Westerly extension of the South line of said Lot 1; thence S00°29'12"W, 663.00 feet to the North river bank of the Loup River; thence Westerly on the North bank of said river to a point on the Southerly extension of the West line of said Section 23, direct measure S81°40'55"W, 674.95 feet; thence N00°29'12"E, 765.00 feet on the Southerly extension of the West line of said Section 23 to the point of beginning, and also the accretion thereto.

- A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'35"E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2,642.72 feet on the North line of said NE1/4 to the point of beginning. Granters hereby reserve an Access Easement described as follow: A 22 foot strip of land located in the NE1/4, Section23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Southeast corner of the N1/2 NE1/4 of said section; thence S89°55'41"W (all bearing are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,662.00 feet; thence N00°01'52"W, 22.00 feet; thence N89°55'41"E, 1,662.00 feet to the East line of said NE1/4; thence S00°01'52"E, 22.00 feet on the East line of said NE1/4 to the point of beginning.
- Lot 1, Block B, West Meadows Subdivision of Part of SW1/4 SE1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, now a part of the City of Columbus, Nebraska

- The West 366 Feet of the South 417 Feet of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- A tract of land located in the SW1/4 Section 14, T17N, R1W of the 6<sup>th</sup> P.M., Platte County, Nebraska described as follows: Beginning at the Northeast corner of said Southwest Quarter; thence southerly 2,617 feet, more or less, on the East line of said SW1/4 to a point 33 feet north of the South line of said SW1/4; thence westerly 100 feet, parallel with the South line of said SW1/4 thence northerly 2,617 feet, more or less, parallel with the East line of said SW1/4 to a point on the north line of said SW1/4; thence easterly 100 feet on the North line of said SW1/4 to the point of beginning.
- Lot 1, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 2, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 4, Block A, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 1, Block C, Shadylake Meadows 2<sup>nd</sup> Subdivision
- Lot 3, Block C, Shadylake Meadows 2<sup>nd</sup> Subdivision

The construction of the grading, curbing, guttering, drainage, trails, sidewalks, and paving in said district, including replacement of open ditches with underground storm sewer lines where found necessary, shall be in accordance with the plans and specifications to be approved and adopted and the costs thereof shall be assessed against the abutting or adjoining property in the district in proportion to the benefits.

Unless the owners of record title of property representing more than fifty percent (50%) of the front footage of the property abutting or adjoining one continuous or extended thoroughfare in the district shall file with the City Clerk within twenty (20) consecutive calendar days after the first publication of this notice objections to the improvements to be made in said district, the Mayor and Council will proceed with the construction of said improvements on the above designated streets and avenues in said district.

Notice is further given that Ordinance No. 22-13 creating Street Improvement District No. 188 of the City of Columbus, Nebraska, for the acquisition, construction, installation, improvement or enlargement of public ways, public property, utility systems and paving including storm sewers, or other capital projects proposed in such ordinance is subject to limited referendum for a period of thirty (30) days following the publication of this notice and after such thirty (30) day period, the creation of Street Improvement District No. 188 of the City of Columbus and all matters related to it will not be subject to any further rights of referendum.

THE CITY OF COLUMBUS, NEBRASKA

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MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Publish: 07:08:22, 07:15:22, 07:22:22, and 07:29:22

Two Affidavits of Publication

15.B. Ordinance No. 22-14 creating Street Improvement District No. 189 (48 Avenue from 23 Street to south of Bradshaw Park entrance).

**ORDINANCE NO. 22-14**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING STREET IMPROVEMENT DISTRICT NO. 189 OF THE CITY OF COLUMBUS, NEBRASKA; PROVIDING FOR THE GRADING, CURBING, GUTTERING, DRAINAGE, AND PAVING THEREIN INCLUDING STORM SEWERS AND SIDEWALKS ON 48 AVENUE FROM 23 STREET TO SOUTH OF BRADSHAW PARK ENTRANCE; PROVIDING FOR THE SERVICE OF NOTICE OF CREATION; PROVIDING FOR THE PAYMENT THEREOF BY SPECIAL ASSESSMENTS AND LIMITATIONS THEREON; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF AND THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

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

**Section 1.** Street Improvement District No. 189 in the City of Columbus, Nebraska, is hereby created as provided by law.

**Section 2.** Street Improvement District No. 189 shall include the following streets, avenues, intersections of streets and avenues, and spaces opposite alleys, storm sewers, and sidewalks adjacent thereto which are to be improved, to wit:

- 48 Avenue from 23 Street to South of Bradshaw Park Entrance

This segment of 48 Avenue is designated as a Collector in the State Functional Classification. The project is on the City 1&6 Year Road Plan and Long Range Transportation Plan.

**Section 3.** Street Improvement District No. 189 shall include the following, being all of the lots, lands and parts of lots, and lands abutting or adjoining said portion of the streets and avenues to be improved, to wit (these properties are also shown on the attached "EXHIBIT A"):

- The South 5 acres of the SE1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; All of Lots 2 and 4, and the SW1/4 NE1/4, the South 10 acres of the NE1/4 NE1/4, and the South 20 rods of the East 16 rods of the NW1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; Together with all accretion thereto, and if not included in the above description, then in addition thereto that tract of land commencing at the Southeast corner of Lot Number 1 in Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M.; thence West parallel to the North line of said Section 23 to the West line of said Section 23; thence Southeasterly along the main channel of the Loup River to the center line running East and West through said Section 23; thence East to the center of said Section 23; thence North to the place of beginning, together with all accretion thereto; The North 30 acres of the NE1/4 NE1/4 of

Section 23; also the NW1/4 NE1/4 of Section 23, (Except 2 acres in the Southeast corner 16 rods wide East and West by 20 rods North and South); also the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North; Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; EXCEPT: The following described tract of land, namely, to-wit: Commencing at the Northeast corner of the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska; thence East along the North line of said tract until said line intersects the public highway which runs along the North line of said Section 23; thence South 16 feet; thence West to the West line of said Thirty acre tract; thence North to the place of beginning, all in Platte County, Nebraska. Also excepting a parcel of land being described in Deed Book 217, Page 61, located in the SE1/4 SE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, also being described as follows: Commencing at the Northeast corner of said SE1/4 SE1/4; thence S00°08'44"E (Assumed Bearing) on the East line of said SE1/4 SE1/4, a distance of 104.74 feet; thence S00°29'28"E on said East line, a distance of 548.29 feet to the Northeast Corner of said previously described parcel, said point also being the True Point of Beginning; thence continuing S00°29'28"E on said East line, a distance of 40.15 feet to a point on the North Right of Way of the Union Pacific Railroad; thence S84°28'57"W on said North Right of Way Line, a distance of 1334.23 feet to a point on the West line of said SE1/4 SE1/4; thence N00°16'49"W on said West line, a distance of 40.17 feet to the Northwest Corner of said previously described parcel; thence N84°28'57"E on the North line of said previously described parcel, parallel with the 40.00 feet distance from said North Right of Way line when measured at a right angle, a distance of 1334.08 feet to the True Point of Beginning. AND EXCEPT: A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17, North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are reference from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/4 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2642.72 feet on the North line of said NE1/4 to the point of beginning. AND EXCEPT: A tract of land located in the Accretion to Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Referring to the Northwest Corner of said Lot 1; then S00°29'45"W, 1320.00 feet on the West line of Section 23 and on the Southerly extension of the West line of Section 23 to the intersection of the Westerly extension of the South line of Said Lot 1 and the point of beginning; thence S89°37'34"E, 667.00 feet on the Westerly extension of the South line of said Lot 1; thence S00°29'12"W, 663.00 feet to the North river bank of the Loup River; thence Westerly on the North bank of said river to a point on the Southerly extension of the West line of said Section 23, direct measure S81°40'55"W, 674.95 feet; thence N00°29'12"E, 765.00 feet on the Southerly extension of the West line of said Section 23 to the point of beginning, and also the accretion thereto.

- The North 35 acres of the SE1/4NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 3 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 2 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 1 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 1, Riverside Addition to the City of Columbus, Platte County, Nebraska
- Lot 2 Riverside Addition, to the City of Columbus, Platte County, Nebraska
- Lot 3 Riverside Addition, to the City of Columbus, Platte County, Nebraska
- A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'35"E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2,642.72 feet on the North line of said NE1/4 to the point of beginning. Grantors hereby reserve an Access Easement described as follows: A 22 foot strip of land located in the NE1/4, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska more particularly described as follows: Beginning at the Southeast corner of the N1/2 NE1/4 of said section; thence S89°55'41"W (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,662.00 feet; thence N00°01'52"W, 22.00 feet; thence N89°55'41"E, 1,662.00 feet to the East line of said NE1/4; thence S00°01'52"E, 22.00 feet on the East line of said NE1/4 to the point of beginning.
- A tract of ground located in Lot 10 of Arnold's Outlots located in Section 24, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., all in Platte County, Nebraska, described as follows: Commencing at the SW Corner of Lot 10 of Arnold's Outlots, located in Section 24, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., all in Platte County, Nebraska, and assuming the west line of said Lot 10 to have a bearing of N0°00'00"E; thence N0°00'00"E on the West line of said Lot 10, 271.39 feet, to the point of beginning; thence N0°00'00"E on the west line of said Lot 10, 356.92 feet; thence S89°57'04"E on the north line of said Lot 10, 231.12 feet; thence S0°01'24"E on the east line of said Lot 10,

357.30 feet; thence N89°51'12"W, 231.27 feet, to the point of beginning said line being on the N'ly Face of an interior concrete block wall.

- Lot Ten (10), of Arnolds Outlots to the City of Columbus, Platte County, Nebraska, contained within the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-four (24), Township Seventeen (17) North, Range One (1) West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Pt Lot 1, Arnolds Outlots to the City of Columbus, Platte County, Nebraska  
AND EXCEPT:  
The South 260 feet of the West 111.8 feet of Lot 1, Arnold's Outlots to the City of Columbus, Platte County, Nebraska  
AND EXCEPT:  
A tract of land located in Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the SE Corner of Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska, and assuming the South line of said Lot 1 to have a bearing of S89°54'58"E; thence N0°03'53"W, on the East line of said Lot 1, 228.38 feet, said point being the SE Corner to a tract of land surveyed by Bruce Gilmore, L.S. #96, dated September 21, 1989; thence N89°58'18"W on the South line of said surveyed tract, 119.70 feet, said point being the East line of a tract surveyed by Ronald Rystrom L.S. #241, dated September 11, 1980; thence S0°01'05"E on the East line of said surveyed tract by Ronald Rystrom, 228.27 feet, to a point on the South line of said Lot 1; thence S89°54;58"E on said South line, 119.90 feet to the point of beginning.
- The South 260 feet of the West 111.8 feet of Lot 1, Arnold's Outlots to the City of Columbus, Platte County, Nebraska
- A tract of land located in Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the SE Corner of Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska, and assuming the South line of said Lot 1 to have a bearing of S89°54'58"E; thence N0°03'53"W, on the East line of said Lot 1, 228.38 feet, said point being the SE Corner to a tract of land surveyed by Bruce Gilmore, L.S. #96, dated September 21, 1989; thence N89°58'18"W on the South line of said surveyed tract, 119.70 feet, said point being the East line of a tract surveyed by Ronald Rystrom L.S. #241, dated September 11, 1980; thence S0°01'05"E on the East line of said surveyed tract by Ronald Rystrom, 228.27 feet, to a point on the South line of said Lot 1; thence S89°54;58"E on said South line, 119.90 feet to the point of beginning.
- Lot 1, Block "A", Bradshaw Place Addition, a replat of Lot 3 and 4, Fleischer Addition and a replat of Lots 1, 2, and 3, Kennedy Addition, a replat of Lots 1 and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska.
- Lot 2, Block "A", Bradshaw Place Addition, a Replat of Lots 3 and 4, Fleischer Addition and a Replat of Lots 1, 2, and 3 Kennedy Addition, a Replat of Lots 1

and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska.

- Lot 1, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 2, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 18, Block B, Bradshaw Place Addition, City of Columbus, Platte County, Nebraska.
- Lot 17, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 25, Block A, Bradshaw Place Addition, a Replat of Lots 3 and 4, Fleischer Addition and a Replat of Lots 1, 2, and 3, Kennedy Addition, a Replat of Lots 1 and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska
- Lot 24, Block A, Bradshaw Place Addition, to the City of Columbus, Platte County, Nebraska
- A tract of land located in the SW1/4 NW1/4 Section 24, T17N, R1W, Platte County, Nebraska also known as Bradshaw Park

**Section 4.** Said portions of the streets and avenues to be improved abut on paving already laid in the City of Columbus so that the same, together with pavement already laid make up one continuous or extended thoroughfare.

**Section 5.** Notice of creation of the above described Street Improvement District No. 189 shall be served upon the property owners in said district by publication of notice thereof once each week for not less than twenty (20) days in The Columbus Telegram, a newspaper published in and of general circulation in the City of Columbus; and, that if the owners of record title representing more than fifty (50%) percent of the front footage of the property abutting or adjoining said portion of streets and avenues to be improved shall file with the office of the city clerk within twenty (20) days after the first publication of said notice written objections to the improvements in said district said work shall not be done and this ordinance shall be repealed.

**Section 6.** This ordinance is subject to limited referendum for a period of thirty (30) days following the publication of this notice and after such thirty (30) day period, the creation of Street Improvement District No. 189 of the City of Columbus and all matters related to it will not be subject to any further rights of referendum.

**Section 7.** The cost of grading, curbing, guttering, drainage, and paving including replacement of open ditches with underground sewer lines where found necessary and the installation of sidewalks, and excepting intersections and spaces opposite alleys, shall be assessed against the property within said district and abutting or adjoining the streets and avenues or parts of the streets or avenues to be so improved, in proportion to the benefits and in the manner provided by law. The

estimated project cost of Street Improvement District is \$2,650,000. (The city proposes to use Federal Funds Purchase Program funding in the construction of Street Improvement District No. 189 to reduce the cost of paving assessments contemplated herein. The city will utilize such funding in the construction of Street Improvement District No. 189 to pay eighty percent (80%) of eligible project costs with twenty percent (20%) of the total project cost being paid by special assessments.)

**Section 8.** The grading, curbing, guttering, drainage, and paving shall be constructed of 9-inch thick Portland cement concrete paving, 33-foot wide two lane urban section with parking and curb and gutter, aggregate subbase, storm sewer, earthwork, grading, and sidewalks in developed areas, and related work.

**Section 9.** This ordinance shall be in full force and effect from and after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 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.

**Section 10.** This ordinance shall repeal all ordinances and 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

**MEMORANDUM**

---

**DATE:** June 30, 2022  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Creation of Street Improvement District #189 – 48<sup>th</sup> Avenue from 23<sup>rd</sup> Street to south of the Bradshaw Park entrance

**RECOMMENDATION:**

I recommend the approval of the Notice of Creation of Street Improvement District #189, 48<sup>th</sup> Avenue from 23<sup>rd</sup> Street south to the Bradshaw Park entrance. The properties benefiting and thus having a special assessment are in accordance with the Nebraska Revised State Statutes and the City Assessment Policy.

**DISCUSSION:**

48<sup>th</sup> Avenue from 23<sup>rd</sup> Street south to the Bradshaw Park entrance is on the City 1&6 Year Road Plan and Long Range Transportation Plan and is designated as a Collector in the State Functional Classification. The Public Property, Safety, and Works Committee recommended to proceed on this district on June 13, 2022, and City Council on June 20, 2022. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 33-foot wide, PC concrete, sidewalks in improved or platted areas, striping, signage and related work.

The design of the project is limited due to elevation of discharge storm sewers. The street paving and storm sewers will be constructed at the least slope allowed by the City. Therefore, it must be noted that some small areas of shallow storm water ponding may occur in the gutter line.

The proposal is to use Federal Funds Purchase Program (FFPP) funding to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law and the City Assessment Policy.

The project is in three phases. Phase 1 is from 23<sup>rd</sup> Street from east of 48<sup>th</sup> Avenue to 54<sup>th</sup> Avenue with a projected open to traffic in winter 2022 and final completion in spring 2023. Phase 2 is from 54<sup>th</sup> Avenue to the west corporate limits and Phase 3, which is this project, is 48<sup>th</sup> Avenue from 23<sup>rd</sup> Street to the Bradshaw Park entrance. During construction, the project segment of 48<sup>th</sup> Avenue will be limited to local traffic only. A marked detour for through traffic will be part of the project.

Pending final budget and funding determination, construction would be in fiscal year 2022-2023.

The Engineering Department is providing the design and construction phase services resulting in a savings to the project cost of an estimated 14 to 20 percent of the construction cost.

If you have any questions, please feel free to contact me.

**FISCAL IMPACT:**

City to use Federal Funds Purchase Program funding to pay for 80 percent of the project cost. The remaining 20 percent would be assessed to benefiting properties. The opinion of probable project cost, which includes construction, engineering, topographic survey, legal, interest for one year, and publication is \$2,650,000. (FFPP \$2,120,000 and Special Assessment \$530,000).

**ALTERNATIVE:**

Do not create the district

**SIGNATURE:**

By: Richard J Bogus

Approved By: [Signature]

LIMITS OF DISTRICT SID #189



OWNER NAME

- (A) SHADY LAKE DEVELOPMENT LLC
- (B) WEST WOOD ADDITION LLC
- (C) WEST WOOD ADDITION LLC
- (D) WEST WOOD ADDITION LLC
- (E) VAN DYKE/RANDALL J & CHERIE L
- (F) WEST WOOD ADDITION LLC

- (G) WEST WOOD ADDITION LLC
- (H) WEST WOOD ADDITION LLC
- (I) WEST WOOD ADDITION LLC
- (J) WALKER RENTAL PROPERTIES LLC
- (K) CITY OF COLUMBUS
- (L) RICHARDS/ROSS D & AMANDA L

- (M) MACKEN/TRESSA M
- (N) CUSTARD/TRACI J & CHRISTOPHER J
- (O) CHAVEZ/ELIZABETH
- (P) LEIMSER/AARON L & SAMANTHA M
- (Q) ROSNO/BRANDON S & LINDSEY M
- (R) KORTE/KEVIN

- (S) VINSON/ROBERT J QUINN
- (T) CERNY/MELISSA A
- (U) LYMAN-RICHEY CORPORATION  
ATTN: ACCOUNTS PAYABLE
- (V) GERHOLD CONCRETE COMPANY INC  
% LYMAN RICHEY CORP  
ATTN: CONTROLLER
- (V) CECH/JOAN B

**NOTICE OF CREATION OF  
STREET IMPROVEMENT DISTRICT NO. 189**

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, have by Ordinance No. 22-14 created Street Improvement District No. 189, including the following streets, avenues, intersections of streets and avenues and spaces opposite alleys, which are to be improved, to-wit:

- 48<sup>th</sup> Avenue from 23<sup>rd</sup> Street to South of Bradshaw Park Entrance

inclusive, all of which are located in the City of Columbus, Platte County, Nebraska, and including the following lots, lands and parts of lots and lands abutting adjoining the same:

- The South 5 acres of the SE1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; All of Lots 2 and 4, and the SW1/4 NE1/4, the South 10 acres of the NE1/4 NE1/4, and the South 20 rods of the East 16 rods of the NW1/4 NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; Together with all accretion thereto, and if not included in the above description, then in addition thereto that tract of land commencing at the Southeast corner of Lot Number 1 in Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M.; thence West parallel to the North line of said Section 23 to the West line of said Section 23; thence Southeasterly along the main channel of the Loup River to the center line running East and West through said Section 23; thence East to the center of said Section 23; thence North to the place of beginning, together with all accretion thereto; The North 30 acres of the NE1/4 NE1/4 of Section 23; also the NW1/4 NE1/4 of Section 23, (Except 2 acres in the Southeast corner 16 rods wide East and West by 20 rods North and South); also the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North; Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska; EXCEPT: The following described tract of land, namely, to-wit: Commencing at the Northeast corner of the East 30 acres of the NE1/4 NW1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County Nebraska; thence East along the North line of said tract until said line intersects the public highway which runs along the North line of said Section 23; thence South 16 feet; thence West to the West line of said Thirty acre tract; thence North to the place of beginning, all in Platte County, Nebraska. Also excepting a parcel of land being described in Deed Book 217, Page 61, located in the SE1/4 SE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, also being described as follows: Commencing at the Northeast corner of said SE1/4 SE1/4; thence S00°08'44"E (Assumed Bearing) on the East line of said SE1/4 SE1/4, a distance of 104.74 feet; thence S00°29'28"E on said East line, a distance of 548.29 feet to the Northeast Corner of said previously described parcel, said point also being the True Point of Beginning; thence continuing S00°29'28"E on said East line, a distance of 40.15 feet to a point on the North Right of Way of the Union Pacific Railroad; thence S84°28'57"W on said North Right of Way Line, a distance of 1334.23 feet to a point on the West line of said SE1/4 SE1/4; thence N00°16'49"W on said West line, a distance of 40.17 feet to the Northwest Corner of said previously described parcel; thence N84°28'57"E on the North line of said previously described parcel, parallel with the 40.00 feet distance from said North Right of Way line when measured at a right angle, a distance of 1334.08 feet to the True Point of Beginning. AND EXCEPT:

A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17, North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are reference from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/4 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2642.72 feet on the North line of said NE1/4 to the point of beginning. AND EXCEPT: A tract of land located in the Accretion to Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Referring to the Northwest Corner of said Lot 1; then S00°29'45"W, 1320.00 feet on the West line of Section 23 and on the Southerly extension of the West line of Section 23 to the intersection of the Westerly extension of the South line of Said Lot 1 and the point of beginning; thence S89°37'34"E, 667.00 feet on the Westerly extension of the South line of said Lot 1; thence S00°29'12"W, 663.00 feet to the North river bank of the Loup River; thence Westerly on the North bank of said river to a point on the Southerly extension of the West line of said Section 23, direct measure S81°40'55"W, 674.95 feet; thence N00°29'12"E, 765.00 feet on the Southerly extension of the West line of said Section 23 to the point of beginning, and also the accretion thereto.

- The North 35 acres of the SE1/4NE1/4 of Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Lot 3 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 2 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 1 Riverside Second Addition, to the City of Columbus, Platte County, Nebraska
- Lot 1, Riverside Addition to the City of Columbus, Platte County, Nebraska
- Lot 2 Riverside Addition, to the City of Columbus, Platte County, Nebraska
- Lot 3 Riverside Addition, to the City of Columbus, Platte County, Nebraska
- A tract of land located in the NE1/4 and in Government Lot 1, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said NE1/4; thence S00°01'52"E (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,322.68 feet on the East line of said NE1/4 to the Southeast corner of the N1/2 NE1/4 of said Section; thence S89°55'41"W, 2,396.75 feet; thence N34°36'28"W, 697.20 feet; thence N19°25'29"W, 246.94 feet; thence N00°05'42"W, 513.78 feet to the North line of said Government Lot 1; thence S89°36'35"E, 232.28 feet to the Northwest corner of said NE1/4; thence N89°51'11"E, 2,642.72 feet on the North line of said NE1/4 to the point of beginning. Grantors hereby reserve an Access Easement described as follows: A 22 foot strip of land located in the NE1/4, Section 23, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., Platte County, Nebraska more particularly

described as follows: Beginning at the Southeast corner of the N1/2 NE1/4 of said section; thence S89°55'41"W (all bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W), 1,662.00 feet; thence N00°01'52"W, 22.00 feet; thence N89°55'41"E, 1,662.00 feet to the East line of said NE1/4; thence S00°01'52"E, 22.00 feet on the East line of said NE1/4 to the point of beginning.

- A tract of ground located in Lot 10 of Arnold's Outlots located in Section 24, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., all in Platte County, Nebraska, described as follows: Commencing at the SW Corner of Lot 10 of Arnold's Outlots, located in Section 24, Township 17 North, Range 1 West of the 6<sup>th</sup> P.M., all in Platte County, Nebraska, and assuming the west line of said Lot 10 to have a bearing of N0°00'00"E; thence N0°00'00"E on the West line of said Lot 10, 271.39 feet, to the point of beginning; thence N0°00'00"E on the west line of said Lot 10, 356.92 feet; thence S89°57'04"E on the north line of said Lot 10, 231.12 feet; thence S0°01'24"E on the east line of said Lot 10, 357.30 feet; thence N89°51'12"W, 231.27 feet, to the point of beginning said line being on the N'ly Face of an interior concrete block wall.
- Lot Ten (10), of Arnolds Outlots to the City of Columbus, Platte County, Nebraska, contained within the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section Twenty-four (24), Township Seventeen (17) North, Range One (1) West of the 6<sup>th</sup> P.M., Platte County, Nebraska
- Pt Lot 1, Arnolds Outlots to the City of Columbus, Platte County, Nebraska  
AND EXCEPT:  
The South 260 feet of the West 111.8 feet of Lot 1, Arnold's Outlots to the City of Columbus, Platte County, Nebraska  
AND EXCEPT:  
A tract of land located in Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the SE Corner of Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska, and assuming the South line of said Lot 1 to have a bearing of S89°54'58"E; thence N0°03'53"W, on the East line of said Lot 1, 228.38 feet, said point being the SE Corner to a tract of land surveyed by Bruce Gilmore, L.S. #96, dated September 21, 1989; thence N89°58'18"W on the South line of said surveyed tract, 119.70 feet, said point being the East line of a tract surveyed by Ronald Rystrom L.S. #241, dated September 11, 1980; thence S0°01'05"E on the East line of said surveyed tract by Ronald Rystrom, 228.27 feet, to a point on the South line of said Lot 1; thence S89°54'58"E on said South line, 119.90 feet to the point of beginning.
- The South 260 feet of the West 111.8 feet of Lot 1, Arnold's Outlots to the City of Columbus, Platte County, Nebraska
- A tract of land located in Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska described as follows: Beginning at the SE Corner of Lot 1 of Arnold's Outlots to the City of Columbus, Platte County, Nebraska, and assuming the South line of said Lot 1 to have a bearing of S89°54'58"E; thence N0°03'53"W, on the East line of said Lot 1, 228.38 feet, said point being the SE Corner to a tract of land surveyed by Bruce Gilmore, L.S. #96, dated September 21, 1989; thence

N89°58'18"W on the South line of said surveyed tract, 119.70 feet, said point being the East line of a tract surveyed by Ronald Rystrom L.S. #241, dated September 11, 1980; thence S0°01'05"E on the East line of said surveyed tract by Ronald Rystrom, 228.27 feet, to a point on the South line of said Lot 1; thence S89°54;58"E on said South line, 119.90 feet to the point of beginning.

- Lot 1, Block "A", Bradshaw Place Addition, a replat of Lot 3 and 4, Fleischer Addition and a replat of Lots 1, 2, and 3, Kennedy Addition, a replat of Lots 1 and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska.
- Lot 2, Block "A", Bradshaw Place Addition, a Replat of Lots 3 and 4, Fleischer Addition and a Replat of Lots 1, 2, and 3 Kennedy Addition, a Replat of Lots 1 and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 2, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 18, Block B, Bradshaw Place Addition, City of Columbus, Platte County, Nebraska.
- Lot 17, Block B, Bradshaw Place Addition to the City of Columbus, Platte County, Nebraska
- Lot 25, Block A, Bradshaw Place Addition, a Replat of Lots 3 and 4, Fleischer Addition and a Replat of Lots 1, 2, and 3, Kennedy Addition, a Replat of Lots 1 and 2, Fleischer Addition, all to the City of Columbus, Platte County, Nebraska
- Lot 24, Block A, Bradshaw Place Addition, to the City of Columbus, Platte County, Nebraska
- A tract of land located in the SW1/4 NW1/4 Section 24, T17N, R1W, Platte County, Nebraska also known as Bradshaw Park

The construction of the grading, curbing, guttering, drainage, sidewalks, and paving in said district, including replacement of open ditches with underground storm sewer lines where found necessary, shall be in accordance with the plans and specifications to be approved and adopted and the costs thereof shall be assessed against the abutting or adjoining property in the district in proportion to the benefits.

Unless the owners of record title of property representing more than fifty percent (50%) of the front footage of the property abutting or adjoining one continuous or extended thoroughfare in the district shall file with the City Clerk within twenty (20) consecutive calendar days after the first publication of this notice objections to the improvements to be made in said district, the Mayor and Council will proceed with the construction of said improvements on the above designated streets and avenues in said district.

Notice is further given that Ordinance No. 22-14 creating Street Improvement District No. 189 of the City of Columbus, Nebraska, for the acquisition, construction, installation, improvement or enlargement of public ways, public property, utility systems and paving including storm sewers, or other capital projects proposed in such ordinance is subject to limited referendum for a period of thirty (30) days following the publication of this notice and after such thirty (30) day period, the creation of Street Improvement District No. 189 of the City of Columbus and all matters related to it will not be subject to any further rights of referendum.

THE CITY OF COLUMBUS, NEBRASKA

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

Publish: 07:08:22, 07:15:22, 07:22:22, and 07:29:22  
Two Affidavits of Publication

15.C. Ordinance No. 22-15 approving purchase agreement with Columbus Realty Holdings, LLC in the amount of \$18,148 for purchase of city-owned property located east of 35 Avenue north of 25 Street.

**ORDINANCE NO. 22-15**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PURCHASE AGREEMENT WITH COLUMBUS REALTY HOLDINGS, LLC, WHEREIN THE CITY WILL SELL THE PROPERTY IT OWNS WHICH IS LOCATED IN THE VICINITY OF SUPERSAVER, AND WHICH MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$18,148; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE EFFECTIVE DATE FROM AND AFTER THE DATE OF ITS PASSAGE, ADOPTION, PUBLICATION OR POSTING, AND REMONSTRANCE PERIOD AS REQUIRED BY LAW; AND TO PROVIDE FOR THE PUBLICATION IN PAMPHLET FORM.

WHEREAS, the City of Columbus statutorily has the power to sell and convey real estate owned by itself after providing a public hearing, passing an ordinance, and the expiration of a remonstrance; and

WHEREAS, the City owns the real property located at:

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

and,

WHEREAS, this real property is located in the vicinity of the SuperSaver grocery store; and

WHEREAS the City has received a bid proposal from Columbus Realty Holdings, LLC to purchase the aforementioned property for Eighteen Thousand One Hundred and Forty Eight Dollars (\$18,148) as part of the B&R Stores redevelopment project concerning the SuperSaver property and surrounding properties; and

WHEREAS, the City of Columbus desires to proceed with the sale of said property subject to the terms of purchase agreement, a copy of said agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, notice of such sale and conveyance of real estate shall be published in the Columbus Telegram as required by statute.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the purchase agreement with Columbus Realty

Holdings, LLC, for the sale of the aforementioned real property at a price of Eighteen Thousand One Hundred and Forty Eight Dollars (\$18,148), 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 ordinance shall repeal all ordinances or portion thereof in conflict herewith and shall become effective from and after the date of its passage, approval, publication or posting, and remonstrance period as required 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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** June 30, 2022  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**RE:** Sale of City Owned Surplus Property Located in Part of Lot 3, D&L Addition

**RECOMMENDATION:**

Recommend approval of the Purchase Agreement and Ordinance to sell City owned surplus property of the north 40 feet of Lot 3, D&L Addition to the City of Columbus, Platte County, Nebraska, except the west 80 feet thereof, in the amount of \$18,148 to Columbus Realty Holdings, LLC and to approve the Resolution with Columbus Realty Holdings, LLC for a permanent utility easement along the north and east sides of said property.

**DISCUSSION:**

In general, the property is located east of 35<sup>th</sup> Avenue and north of 25<sup>th</sup> Street consisting of 11,680 square feet, more or less.

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

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

**FISCAL IMPACT:**

Sale of property for \$18,148, which was the minimum established amount.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT is made and entered into as of the dates indicated below, by and between Columbus Realty Holdings, LLC, with an address of c/o B&R Stores, Inc., 4554 W Street, Lincoln, Nebraska 68503 (hereinafter referred to as the "Buyer"), and The City of Columbus, a municipal corporation of the State of Nebraska, with an address of 2424 14<sup>th</sup> Street, Columbus, Nebraska, 68602 (hereinafter referred to as "Seller").

1. **SALE.** Seller shall sell and convey, and Buyer shall purchase all that certain plot, piece and parcel of land, situated, lying and being in Platte County, Nebraska (hereinafter referred to as "Property") and more particularly described as follows:

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

A drawing/map of the Property is attached hereto as "Exhibit A" and is hereby incorporated by this reference.

No personal property is included in this purchase.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the total sum of Eighteen Thousand One Hundred and Forty Eight Dollars (\$18,148) to the Seller. Buyer agrees in consideration of purchase of the Property to pay such sum in good funds (i.e. cashier's check, money order, or certified bank draft/electronic transfer) in the following manner:

- One Thousand Dollars (\$1,000) as an earnest money deposit due prior to or immediately upon execution of this Agreement; and
- Seventeen Thousand One Hundred and Forty Eight Dollars (\$17,148) on the date of closing.

3. **CLOSING AND POSSESSION OF PROPERTY.** The closing of this transaction will take place thirty (30) days after the successful conclusion of the statutory remonstrance period (which is set forth in Neb. Rev. Stat. § 16-202) or on \_\_\_\_\_ 2022, whichever occurs later. Closing will be at a location as will be mutually agreed upon by the parties. The date, time, and location of closing may be amended by the Agreement of both parties. The Buyer shall be responsible for the entirety of all the closing costs, documentary tax for the deed, and title insurance; and, shall pay those at or before closing. Upon closing Seller shall furnish Buyer a Quitclaim Deed conveying title to the Property.

Buyer is entitled to exclusive possession of the Property effective immediately upon closing. Buyer shall have the limited right to have access to the Property for the purposes of conducting test, site surveys, and other such activities ordinarily associated with purchases of the type contemplated herein.

4. **SELLER'S RETENTION OF UTILITY EASEMENT.** The Parties agree that Seller shall retain, maintain, and have access to a permanent and perpetual ten (10) foot utility easement along the entirety of the north and east lines of the Property. Said easement shall run with the land and be binding on Buyer's heirs, successors, and assigns. Seller shall effectuate and execute such an easement at closing which will then be recorded against the Property with the Platte County Register of Deeds.

5. **TAX ASSESSMENTS.** All real estate taxes, liens, and special assessments assessed against the real estate for 2021 and all prior years will be paid in full by the Seller prior to closing. Seller and Buyer agree that the property taxes for the tax year of 2022 shall be prorated as of the date of closing. Real estate taxes will be prorated based on the basis of the Platte County Assessor's current evaluation, and the most recently certified mill levy as of the date of proration. Any special assessment currently assessed or which may become assessed after the date of this agreement but prior to the closing date will be paid by the Seller prior to closing. Buyers assume all assessments and special taxes subsequent to the closing date.

6. **CONTINGENCY.** The Agreement and the sale of the Property are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates the Seller selling real property, Seller (as it is a municipality) is required by state law to: provide notice to the public; pass an ordinance; and, grant the citizens of the City of Columbus, Nebraska, the right to protest against or remonstrate against this conveyance. Therefore, this Agreement and sale of the Property are contingent upon the citizens of the City of Columbus, Nebraska not remonstrating against the sale and conveyance contemplated herein pursuant to Neb. Rev. Stat. §16-202. If the Seller receives a valid remonstrance pursuant to the aforementioned state statute, this Agreement shall be considered null and void and of no force and effect; additionally, if any earnest money deposit has been previously tendered then those funds shall be refunded to Buyer. Upon execution of this Agreement the Seller shall promptly comply with the requirements contained in Neb. Rev. Stat. § 16-202 to be authorized to convey this Property to Buyer.

7. **CONDITION OF PROPERTY.** The Property, and all buildings, improvements, and fixtures if any located thereon, is being sold "AS IS" with any and all patent and latent defects, including those relating to the environmental condition of the Property; and, no representations, express or implied, are made by Seller as to the nature or condition of the Property. Seller acknowledges that prior to the signing of this Agreement, he/she/it had the full opportunity to review and inspect the Property and that Seller hereby explicitly agrees to take ownership of the Property subject to the "AS IS" condition with any and all faults that do or may exist.

8. **UTILITIES.** Any and all amounts for utilities due and owing for dates before the closing of this transaction shall be the responsibility of the Seller.

9. **PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** Buyer acknowledges that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this property is not residential; and, that no lead based paint disclosure and lead based hazards form is required.

10. **DAMAGES AND REPAIRS TO PROPERTY.** Prior to Buyer taking possession following closing, in the event of any damages to the Property, Seller shall be responsible for maintaining said Property at its sole cost. The risk of loss to the relation shall be upon the Seller until closing. In the event said damage is insured, Seller shall be responsible for paying the deductible or non-insurance covered amounts, whichever is applicable.

11. **EVIDENCE OF TITLE.** Seller represents that it is the sole legal owners of the Property. Seller agree to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Property to Buyer by Quit Claim Deed upon closing, or as may otherwise be stated in this Agreement. Buyer has the right to obtain a title insurance commitment at its own discretion and solely at its own cost prior to closing. The title insurance commitment may show standard title insurance exceptions and utility easement of record, and may show liens which may be removed by the payment of money at closing. If Buyer obtains a title insurance commitment and if impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), then Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

12. **DEVELOPMENT OF PROPERTY.** Regarding any development of or on the Property, Buyer shall comply with any and all Zoning, Permitting, and City Code requirements of the City of Columbus and the State of Nebraska.

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

- Seller at:
  - o City of Columbus  
Attn: City Administrator  
2424 14<sup>th</sup> Street  
Columbus, Nebraska, 68601
- Buyer at:
  - o Columbus Realty Holdings, LLC  
c/o B&R Stores, Inc.  
4554 W Street  
Lincoln, Nebraska 68503

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (3<sup>rd</sup>) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above

14. **RESCISSION, TERMINATION, OR DEFAULT.** If Buyer fails to consummate this purchase according to the terms of this Agreement, then Seller may, at Seller's sole option, retain the earnest money as liquidated damages for such failure, or utilize other such legal remedies as are available to Seller by reason of such failure.

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

16. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Contract shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

18. **BINDING EFFECT.** The Contract shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

19. **AUTHORIZATION.** Buyer's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Buyer and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Buyer, with any law, regulation, or court order that is applicable to the Buyer in any way.

20. **CAPTION HEADINGS.** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

21. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

22. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which the all Parties have signed and approved this Agreement.

23. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions of the Agreement and all which other provisions shall remain in full force and effect.

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



IN WITNESS WHEREOF, the Seller executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022:

City of Columbus:

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

ATTEST:

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

APPROVED AS TO FORM:

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

IN WITNESS WHEREOF, the Buyer has executed this Agreement effective this 20<sup>th</sup> day of June, 2022:

Columbus Realty Holdings, LLC:

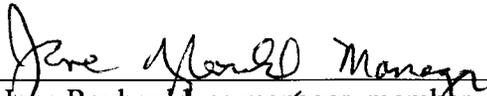
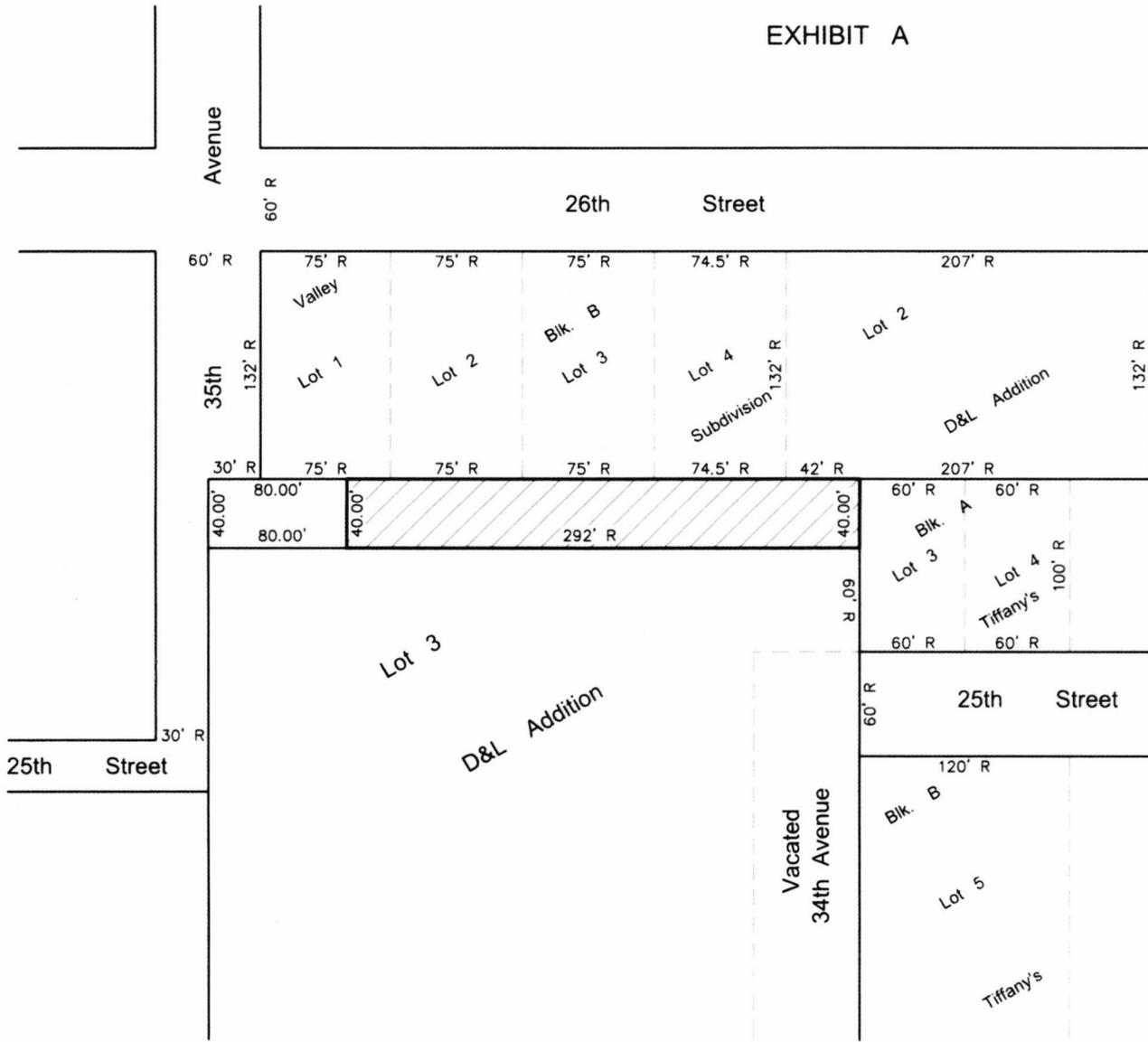
  
\_\_\_\_\_  
By: Jane Raybould, as manager, member,  
and authorized agent of Columbus Realty  
Holdings, LLC.

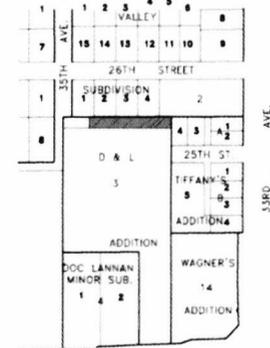


EXHIBIT A

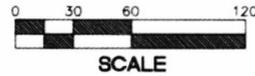


3/9/22  
BDB

LEGEND  
R - Recorded Distance  
M - Measured Distance



U.S. HIGHWAY 81  
SITUATION SKETCH



Legal Description

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

When Recorded Return To:  
Columbus Realty Holdings, LLC  
c/o B&R Stores, Inc.  
4554 W Street  
Lincoln, Nebraska 68503

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, City of Columbus, a municipal corporation of the State of Nebraska, herein referred to as GRANTOR, in consideration Eighteen Thousand One Hundred and Forty Eight Dollars (\$18,148) and other Valuable Consideration, received from Columbus Realty Holdings, LLC, herein referred to as GRANTEE, quitclaims to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

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

Subject to, however, all existing interests, including but not limited to all reservations, rights-of-way and easement of record or otherwise, located in Platte County, Nebraska.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2022, by the City of Columbus:

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

**STATE OF NEBRASKA**            )  
  ) **ss.**  
**COUNTY OF PLATTE**            )

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

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

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

15.C.1. Resolution No. R22-82 approving permanent utility easement with Columbus Realty Holdings, LLC.

**RESOLUTION NO. R22- 82**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PERMANENT UTILITY EASEMENT WITH COLUMBUS REALTY HOLDING, LLC, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, approving the permanent utility easement with Columbus Realty Holdings, LLC, 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

Prepared by:  
Sipple, Hansen, Emerson Schumacher  
Klutman & Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return to:  
City of Columbus  
2424 14<sup>th</sup> Street  
Columbus, NE 68601

### **PERMANENT UTILITY EASEMENT**

FOR ONE DOLLAR (\$1.00), AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Columbus Realty Holdings, LLC (hereinafter referred to as AGrantor@), does hereby grant and convey a permanent utility easement unto The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as AGrantee@), as follows:

Grantor hereby grants and conveys to Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees a permanent ten (10) foot wide utility easement along the entirety of both the north and east lines of the following-described real estate, to-wit:

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

The purposes of this permanent utility easement is to provide the Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, with access to the aforementioned described real estate for the purposes of marking, inspecting, installing, maintaining, operating, or repairing utility lines, and for the removing of vegetation and hazards, over, across, in and through the easement, all at the will of the Grantee. Grantee, its successors, assigns, employees, agents, contractors, invitees and licensees, is further hereby granted the right of ingress and egress to and from said premises to carry out the rights prescribed in this permanent utility easement. Grantor agrees that no grading, fill material, embankment work, buildings, improvements or other structures, shall be placed in, on, over, or across said permanent utility easement by Grantor, its successor or assigns, without the express written consent of the Grantee, its successor or assigns, which may be granted or allowed in Grantee's sole discretion.

The permanent utility easement is granted herein is preputial and shall run with the land and be binding upon the Grantor, its heirs, successors, personal representatives and assigns, and inure to the benefit of Grantee, its successors and assigns.

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

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*\*\*

IN WITNESS WHEREOF, the Grantee executed this Permanent Utility Easement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022:

City of Columbus:

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

IN WITNESS WHEREOF, the Grantor has executed this Permanent Utility Easement effective this 20<sup>th</sup> day of June, 2022:

Columbus Realty Holdings, LLC:

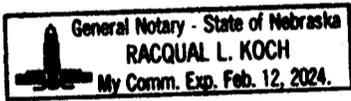
Jane Raybould Manager  
By Jane Raybould, as manager, member,  
and authorized agent of Columbus Realty  
Holdings, LLC.

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF Lancaster

Before me, a notary public, qualified for said county, personally came Jane Raybould, as manager, member, and authorized agent of Columbus Realty Holdings, LLC, known to me to be the identical person who signed the foregoing Permanent Utility Easement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 20<sup>th</sup> day of June, 2022.

Racqual L Koch  
Notary Public



STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF PLATTE    )

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

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

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

16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS**
  - 19.A. Performance evaluation of City Administrator Tara Vasicek.
20. **ADJOURNMENT**