

City Council Regular Meeting
Monday, January 20, 2020 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

A. Minutes of January 6, 2020, City Council meeting.

B. Resolution No. R20-05 approving leases to hangar aircraft at Columbus Municipal Airport with Big Iron Auction Co.; Fly-X, LLC; Bradford Kurt Muhle; Duayne Muhle; Edward F. Osantowski; and Platte Valley Air, LLC. (Board of Airport Commissioners recommends approval.)

C. Resolution No. R20-06 authorizing payment of various improvement projects.

D. Quote from Electronic Engineering in the amount of \$2,859.60 for building intercom system at new police facility.

E. Finance Department reports.

F. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

A. State of the City address by Mayor Bulkley.

7. PUBLIC HEARINGS

- A. Public hearing - Application of RJ House Moving, on behalf of Randy Johnson, to move a house from 2510 22 Street to a location outside of the city's jurisdiction. (Planning Commission recommends approval.)
- B. Public hearing - Application of RJ House Moving, on behalf of Randy Johnson, to move a house from 2518 22 Street to 6122 53 Street. (Planning Commission recommends approval.)
- C. Public hearing - Citizen's Advisory Review Committee report of activities presented in accord with the Columbus Economic Development Plan.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - January 13, 2020

- 1. Request from Panda, Inc. to vacate the alley between 25 and 26 Avenues and 22 and 23 Streets (Block 16, Phillips 3rd Addition, and Block 8, Pearsall's 2nd Addition).

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

- A. Appointment of Marty Eaton and Jake Wacha to the Employee Pension Committee for two-year terms.
- B. Appointment of Keith Harbour to Board of Airport Commissioners to fill unexpired term of Jeff Krings.
- C. Quote from Security Equipment, Inc. in the amount of \$37,653 to upgrade video and access control systems at new fire station.
- D. Bid from Northern Truck Equipment Corporation in the amount of \$76,764 for tandem axle transfer trailer for Department of Public Works Solid Waste Division.
- E. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R20-07 awarding bid to Obrist & Co. in the amount of \$464,886.50 for Sewer Extension District No. 47 and Water Extension District No. 64 (23

Street/Shady Lake Road).

15. ORDINANCES ON FIRST READING

A. Ordinance No. 20-01 creating Street Improvement District No. 183 located at 48 Avenue from 38 Street to Lost Creek Parkway.

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

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

A. ARL Credit Services

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on January 6, 2020, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Police Chief Chuck Sherer, and Fire Chief Dan Miller.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of December 16, 2019, City Council meeting.**
 - 4.B. **Change date of second meeting in February 2020 to 7 p.m., Tuesday, February 18, 2020, due to President's Day holiday.**
 - 4.C **Reappointment of Robbin Cutsor, Nick Larson, and Gary Puetz to Board of Parks Commissioners for three-year terms.**
 - 4.D. **Resolution No. R20-01 authorizing payment of various improvement projects.** Resolution No. R20-01 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: BIERMAN CONTRACTING, INC. – FRONTIER PARK RESTROOM \$16,884.75; GEHRING CONSTRUCTION & READY MIX, INC. – TRAFFIC SIGNAL RENOVATION \$17,908.10.

4.E. Payroll and bills on file. CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 01/10/20 Payroll \$688,523.03; A & D Technical 298.38 S; Ace Hardware 512.78 S; Advance Auto Parts 180.84 S; All Star Auto Glass 29.95 S; Alley Poyner Macchietto 1,577.72 S; Amazon 5,271.20 S; Asphalt & Concrete 2,228.03 S; Beard-Warren 227.82 S; Bibliotheca 51.44 S; Bierman Contracting 16,884.75 CP; Blackstrap 6,867.86 S; Bob's U-Save Pharmacy 58.23 S; Bomgaars 1,437.94 S; Bound Tree Medical 2,709.60 S; Brite 36,588.00 CP; Center for Municipal Solutions 5,025.00 S; Center Point Large Print 89.28 S; CCC 552.50 T; Central Parts 270.74 S; Central Sand & Gravel 4,030.79 S; City Directory 2,744.00 S; City of Col 4,912.44 S; Col Chamber 2,500.00 S; CAHRA 125.00 S; CCH 828.57 S; Col Custom Embroidery 35.00 S; Telegram 2,830.49 S; Col Tire 707.00 S; Community Internet 45.00 S; Cornhusker Int'l Trucks 52.89 S; Culligan 101.85 S; Danko Emergency Equip 65.00 S; DAS State Accounting 448.00 S; Dell Marketing 6,590.75 S; DHHS 230.00 T; DPC Industries 1,247.25 S; Dubas Refrigeration 1,232.00 S; Eakes 1,776.00 S; Electric Pump 1,076.00 S; Electrical Eng & Equip 17.64 S; Electronic Eng 820.75 S; Environmental Express 900.25 S; Falls City Library 27.98 S; Fastenal 373.12 S; Fedex 13.56 S; First National Bank 473.10 S; Frontier Coop 476.00 S; Galls 290.58 S; Geargrid 2,310.00 S; Gehring Const 18,387.11 CP; Steffy Ford 206.58 S; General Traffic Controls 1,713.50 S; Gerhold Concrete 172.50 S; GIEC Comm 275.00 S; Godfather's 63.75 S; Graybar Electric 458.34 S; Hadley-Braithwait 281.50 S; Hawkins 2,164.51 S; HOA Solutions 517.50 S; Hometown Leasing 177.97 S; Husker Auto 132,806.00 CP; Hy-Vee 410.84 S; Ingram Library Services 1,589.56 S; Interstate Battery 96.22 S; Jackson Services 2,685.84 S; JEO Consulting 5,016.00 S; Keast Enterprises 71.55 S; Kelly Supply 71.97 S; K Kline 53.49 E; Adam Laborde 1,925.00 S; Lawson Products 173.42 S; League of NE Municipalities 1,260.00 T; Lincoln Winwater Works 263.22 S; Steven Luong 184.44 R; M & O Door 48.00 S; Marley's Electric 714.44 S; Matheson-Linweld 347.40 S; MD Solutions 1,105.00 S; Mead Lumber 170.16 S; Menards 654.38 S; E Micek 500.00 E; Microfilm Imaging 160.00 S; Mid-American Research 2,346.00 S; Midland Scientific 223.56 S; Mid-State Eng 2,610.00 CP; MOCIC 200.00 S; MW Service 2,668.02 S; MW Tape 34.99 S; NAPA 11.96 S; NE Harvestore Systems 799.56 S; NE Public Health 463.00 S;

NE Rural Water Assoc 1,000.00 T; Neighborworks NE NE 15,000.00 S; Niemann's Port-A-Pot 40.00 S; NENEDD 237,191.41 G; Novicki Fire Prevention 460.50 S; Oberg Locksmith 380.00 S; Occupational Health 272.00 S; Officenet 447.43 S; Olson's Pest Techn 287.00 S; O'Reilly 212.97 S; Overhead Door 153.28 S; Pete Lien 10,930.55 S; Platte Valley Humane Society 20,000.00 S; Presto-X 92.00 S; Professional Surveyors Assoc 215.00 T; Pyramid Tarp 455.25 S; RR Mgmt 258.95 S; Rainbow Printing 1,025.00 S; Reardon 1,061.54 S; Recorded Books 765.44 S; Tim Rickert 5.66 R; Rosenbauer Minnesota 5,465.72 S; Martha Sanchez 164.99 R; Sirius 14,273.98 S; Smith Fertilizer Grain 7,064.85 S; Southern Carlson 20.08 S; SparqData 2,900.00 S; Stanley Petroleum 624.50 S; NE Dept of Revenue 48,220.75 S; Stericycle 1,836.32 S; Sterling West 19,300.00 CP; T Stockwell 77.71 E; Stryker Sales 407.25 S; Super Saver 90.06 S; Bonnie Swanson 24.17 R; T-Bone 8,230.78 S; Teleflex 1,115.50 S; Tenenz 290.36 S; Knox 428.00 S; Time Warner 450.12 S; Tire Outlet 731.00 S; TotalFunds 999.06 S; Turfwerks 1,245.44 S; Tworek Welding 55.00 S; Typhoon Wash 97.50 S; U & I Sanitation 174.50 S; UPRR 873.12 S; Van Wall 2,360.28 S; Verizon 2,788.20 S; VVS Canteen 211.20 S; Walmart 1,290.56 S; Wellness Partners 10.00 S; Zee Medical 373.20 S; Zoll Medical 2,040.00 S; Zuercher Technologies 131,156.70 CP. TOTAL \$1,536,393.26

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Request for Proposals for Electronic Healthcare Reporting and National Fire Incident Reporting records management system for Fire Department.** Staff was authorized to advertise request for proposals for electronic healthcare reporting and national fire incident reporting records management system with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 13.B. Quote from Security Equipment, Inc. in the amount of \$22,318 for security additions at new police facility.** The quote from Security Equipment, Inc. for security additions at new police facility was accepted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 13.C. Comments from mayor and city council members.** Augustine-Schulte indicated that staff does a great job of maintaining the dog park and commended the citizens for being respectful and keeping it clean. Bulkley pointed out that new video equipment for the council chambers is being ordered and the recording of city council meetings will resume once the equipment is installed. Bulkley referred to recent federal legislation that changed the age to purchase tobacco products to 21 and noted that local law enforcement can only enforce state legislation that says the legal age is 19. He pointed out that a number of local tobacco license holders have chosen to sell only to persons who are 21 or older.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R20-02 approving agreement with Landscapes Unlimited, LLC in the amount of \$56,588.23 for pre-construction consulting services for Quail Run Golf Course Flood Damage Repair.** Resolution No. R20-02 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH LANDSCAPES UNLIMITED, LLC IN THE AMOUNT OF \$56,588.23 FOR PRE-CONSTRUCTION CONSULTING SERVICES FOR QUAIL RUN GOLF COURSE FLOOD DAMAGE REPAIRS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 14.B. Resolution No. R20-03 adopting Emerald Ash Borer Policy for proactive approach to outbreak of emerald ash borer.** Resolution No. R20-03 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING AN EMERALD ASH BORER POLICY ALLOWING THE CITY TO TAKE A PROACTIVE APPROACH TO THE OUTBREAK OF THE EMERALD ASH BORER; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 14.C. Resolution No. R20-04 authorizing application of funds for operation of Columbus Area Transit program for 2020.** Resolution No. R20-04 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE FOR THE OPERATION OF THE COLUMBUS AREA TRANSIT SYSTEM PROGRAM was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:18 p.m. with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

Presented and approved this 20 day of January, 2020.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R20-05

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

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

- Big Iron Auction Co. (Hangar No. 1412S)
- Fly-X, LLC (Hangar No. 1406E)
- Bradford Kurt Muhle (Hangar No. 1406W)
- Duayne Muhle (Hangar No. 1508-6)
- Edward F. Osantowski (Hangar No. 1315-2)
- Platte Valley Air, LLC (Hangar No. 1508-9); and,

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

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1412S at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Sixty Dollars (\$1,260). This fee shall be paid in two semi-annual installments of Six Hundred Thirty Dollars (\$630), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1406E at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Two Thousand Six Hundred Forty Dollars (\$2,640). This fee shall be paid in two semi-annual installments of One Thousand Three Hundred Twenty Dollars (\$1,320), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
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3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1406W at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hanging/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Two Thousand Six Hundred Forty Dollars (\$2,640). This fee shall be paid in two semi-annual installments of One Thousand Three Hundred Twenty Dollars (\$1,320), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-6 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1315-2 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of Seven Hundred Eighty Dollars (\$780). This fee shall be paid in two semi-annual installments of Three Hundred Ninety Dollars (\$390), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

LEASE TO HANGAR AIRCRAFT

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

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to the Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-9 at Columbus Municipal Airport (herein referred to as “Hangar” or “Premises”). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.
2. **RENTAL AMOUNT:** Lessee(s) shall pay to City an annual sum of One Thousand Eighty Dollars (\$1,080). This fee shall be paid in two semi-annual installments of Five Hundred Forty Dollars (\$540), due by December 31 of the preceding year and by June 30 of the Lease year. The Lessee(s) shall be entitled to an annual ten percent (10%) discount if the full annual rental amount is paid by December 31 of the preceding year. In situations where the initial Lease is entered into after January 1, then the first year annual rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL AMOUNT SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased rental amounts as required in this Agreement.
3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.
4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one year increments upon both the payment of the Lease fee for the next year and the acceptance of said payment by the City. To renew the Lease the rental amount fee is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental amount when due, City may serve a fifteen (15) day notice to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

RESOLUTION NO. R20- 06

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

B-D Construction, Inc.	Fire Station	\$559,263.55
B-D Construction, Inc.	Police Station	\$273,178.05
Eriksen Construction Co., Inc.	WWTF Phase 4	\$258,375.16
Obrist & Co., Inc.	SED#46 Lost Creek Pkwy From 38 St to W 10 Ave.	\$143,383.50

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

B-D Construction, Inc.	Fire Station	\$559,263.55
B-D Construction, Inc.	Police Station	\$273,178.05
Eriksen Construction Co., Inc.	WWTF Phase 4	\$258,375.16
Obrist & Co., Inc.	SED#46 Lost Creek Pkwy From 38 St to W 10 Ave.	\$143,383.50

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

COPY

AIA Type Document
Application and Certification for Payment

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 17
PERIOD TO: 12/31/2019

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>7,634,360.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>7,634,360.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>6,092,027.11</u>
5. RETAINAGE:		
a. <u>6.74</u> % of Completed Work	\$	<u>392,889.65</u>
b. <u>10.24</u> % of Stored Material	\$	<u>26,706.90</u>
Total retainage (Line 5a + 5b)	\$	<u>419,596.55</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>5,672,430.56</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>5,113,167.01</u>
8. CURRENT PAYMENT DUE	\$	<u>559,263.55</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>1,961,929.44</u>

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

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

By: Bryan L. Kearney Date: 12.30.19
Bryan L. Kearney, Treasurer

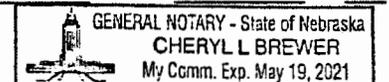
State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of Dec. 20 19

Notary Public: Cheryl L. Brewer

My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 559,263.55

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

ARCHITECT: WSKF ARCHITECTS, INC
By: [Signature] Date: 12.31.19

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

CIP 20-88
211-211-57550

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

COPY

Contractor's Application for Payment No.		20
Application Period: 12-01-19-thru 12-31-19		Application Date: 12/31/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.	Page 1 of 4
Project:	Contract: New Columbus Police Station	
Project Number:	Contractor's Project No.: 18-014	Subcontract Number

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$ 57,782,583.00
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 + 2).....	\$ 57,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$ 57,555,906.00
5. RETAINAGE:	
a. X Work Completed.....	\$ 390,649.64
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 390,649.64
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 57,165,256.36
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$ 56,892,078.31
8. AMOUNT DUE THIS APPLICATION.....	\$ 5273,178.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$ 5617,326.64

Contractor's Certification	
<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from City of Columbus on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
Contractor Signature	
By: Chris Langan, Vice President	Date: 12/31/2019

Payment of \$ 273,178.05
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Matt Langan* 1/6/2020
Chris Langan 1/9/20
(Date)

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

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

CIP 20-87
211-211-57550-20087

COPY



Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 15	Application Period: 12/01/19 to 12/31/19

Application for Payment

Change Order Summary

Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE	8,850,686.00
Number	Date Approved	Additions	Deductions	2. Net change by Change Orders	-
				3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	7,643,288.04
TOTALS		\$ -	\$ -	5. RETAINAGE: (Retainage Held through Pay App 13)	676,573.85
NET CHANGE TO CONTRACT BY CHANGE ORDERS		\$ -	\$ -	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	6,966,714.19
Change Orders Approved for Allowance Modifications				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	6,708,339.03
1	12/13/18	\$ 16,011.00		8. AMOUNT DUE THIS APPLICATION	258,375.16
2	12/05/19	\$ 43,653.00		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	1,883,971.81
3					
4					
5					
TOTALS		\$ 59,664.00	\$ -		
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS		\$ 59,664.00	\$ 59,664.00		
ALLOWANCE REMAINING :		\$ 40,336.00			

Contractor's Certification

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

Contractor: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 12/31/19

Casey Ackermann

Payment of: \$ 258,375.16 is recommended
 HDR Date:
 By: *Amit Shrivastava* 01/8/20

Payment of: \$ 258,375.16 is recommended
 City of Columbus Date:
 By: *Rubén J. Pérez* 1/9/20

CIP 20-97
 500-501-57200-20097

	Application Period: 12-2-2019-1-2-2020	Application Date: 01/02/2020
To (Owner): City of Columbus	From (Contractor): (Division I) Obrist & Co., Inc.	Via (Engineer): HDR Engineering, inc.
Project: SED #46 Lost Creek from 38th St. to West of 10th Avenue	Contract:	
Owner's Contract No.:	Contractor's Project No.: 19-327	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 698,875.75
2. Net change by Change Orders.....	\$
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 698,875.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 324,524.70
5. RETAINAGE:	
a. 10% X \$272,464.50 Work Completed.....	\$ 27,246.45
b. 10% X \$52,060.20 Stored Material.....	\$ 5,206.02
c. Total Retainage (Line 5a + Line 5b).....	\$ 32,452.47
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 292,072.23
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 148,688.73
8. AMOUNT DUE THIS APPLICATION.....	\$ 143,383.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 406,803.52

Contractor's Certification

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

By: John L. Obrist Date: 1-2-2020

Payment of: \$ 143,383.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: Kyle Wilcox 1/6/2020
(Engineer) (Date)

Payment of: \$ 143,383.50
(Line 8 or other - attach explanation of the other amount)

is approved by: Robin Wilson 1/9/20
(Owner) (Date)

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

CIP 20-41
500-500-57300-20041

MEMORANDUM

DATE: 9 January 2020

FROM: Chief Charles Sherer 

Thru: Matt Soukup, City IT Director

TO: City Administrator, Tara Vasicek

RE: Mobile Radio for IT room

RECOMMENDATION: Accept the bid from Electronic Engineering for the Mobile Radio to be placed in the IT Room for Building Intercom at new Police Station.

DISCUSSION:

In order to communicate with the entire building in the event of a critical incident, the Architect called for a mobile radio to be placed in the IT room that is capable of transmitting over the building intercom system.

Cost of the radio and necessary accoutrements is \$2859.60

Bid from Electronic Engineering is attached.

FISCAL IMPACT:

Money would come from the Audio, Visual, Radio portion of the new building budget. I have attached an updated budget matrix. There is a little over \$9,000 left in the Audio, Visual, Radio portion of the budget.

ALTERNATIVE:

Don't accept the bid and solicit bids from other vendors or choose to wait and make the purchases at a later time.

CONCURRENCE:

SIGNATURE:

Approved By:  _____

Approved By: _____

January 11, 2020

Chief Charles Sherer
Columbus Police Department
2419 14th Street
Columbus, NE 68601

Chief Sherer:

Electronic Engineering is an agent of Motorola Solutions, Inc. This enables our company to send out bids on their behalf as an agent. If you have any questions or concerns, please feel free to contact us.

Sincerely,

Kathie Hansel | Communication Consultant
Electronic Engineering | 1106 E. 19th St. | Columbus, NE 68601
Office (402) 564-8497 | (402) 681-0191
khansel@eEngineering.com
www.eEngineering.com





COLUMBUS POLICE DEPT, CITY OF

12/13/2019

12/13/2019

COLUMBUS POLICE DEPT, CITY OF
2414 14TH ST
COLUMBUS, NE 68601

Dear Chief Charles Sherer,

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

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

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

Sincerely,

Paul Slinger

Motorola Solutions Manufacturer's Representative

Billing Address:
 COLUMBUS POLICE DEPT, CITY OF
 2414 14TH ST
 COLUMBUS, NE 68601
 US

Quote Date:12/13/2019
 Expiration Date:03/12/2020
 Quote Created By:
 Paul Slinger
 pslinger@connectingyou.com

Customer:
 COLUMBUS POLICE DEPT, CITY OF
 Chief Charles Sherer
 Charles.sherer@columbusne.us
 402-564-3201

Contract: 32517 - NEBRASKA ADMIN
 SERVICES
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	M22KSS9PW1AN	APX4500 VHF	1	\$1,564.00	\$1,094.80	\$1,094.80
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	1	\$131.00	\$131.00	\$131.00
1b	G843AH	ADD: AES ENCRYPTION	1	\$475.00	\$332.50	\$332.50
1c	GA00804AA	ADD: APX O2 CH (GREY)	1	\$492.00	\$344.40	\$344.40
1d	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1e	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	1	\$0.00	\$0.00	\$0.00
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1g	W22BA	ADD: STD PALM MICROPHONE APX	1	\$72.00	\$50.40	\$50.40
1h	G142AD	ADD: NO SPEAKER APX	1	\$0.00	\$0.00	\$0.00
1i	G66AW	ADD: DASH MOUNT O2 CH WWM	1	\$125.00	\$87.50	\$87.50
1j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	1	\$650.00	\$455.00	\$455.00



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 Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$76.00	\$76.00	\$76.00
3	LSV00Q00203A	DEVICE INSTALLATION	1	\$288.00	\$288.00	\$288.00

Grand Total**\$2,859.60(USD)**

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 Purchase Terms and Conditions govern the purchase of the Products.



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)

Expense	Brick & Mortar	Furniture, Fixtures & Appliances	Audio, Visual, Radio	Networking & Security	Demolition
	\$ 7,300,000.00	\$ 225,000.00	\$ 50,000.00	\$ 125,000.00	\$ 75,000.00
Appliances	0	\$ 6,417.32	\$ -	0	0
Coffee Maker	0	\$ 1,546.30	\$ -	0	0
Radio & Labor	0	\$ -	\$ 10,727.00	0	0
Radio Repeater*	0	\$ -	\$ 13,016.00		
Security Equip	0	\$ -	\$ -	\$ 126,860.00	0
Additional Security #1	0	\$ -	\$ -	\$ 17,113.00	
Additional Security #2				\$ 22,318.00	
Furniture	0	\$ 119,889.00	\$ -	0	0
TV's	0	\$ -	\$ 27,214.00	0	0
Wrestling Mats	0	\$ 2,119.98	\$ -	0	0
Switches	0	\$ -	\$ -	\$ 18,470.00	0
Tactical Gear Rm	0	\$ 1,500.00	\$ -	0	0
White Boards	0	\$ 1,939.00			
Cork Boards	0	\$ 358.00			
Tool Boxes *	0	\$ -			
Floor Mats	0	\$ 4,135.16			
Computers *	0	\$ 15,000.00			
Soft Interview Rm	0	\$ 1,500.00			
Desk Center Drawers	0	\$ 3,324.00			
Snow Blower*	0	\$ -			
Evidence Copier*	0	\$ 1,500.00			
IT Room Radio			\$2,859.60		
Portable Washer *	0	\$ -			
Total	\$ 7,300,000.00	\$ 159,228.76	\$ 40,800.60	\$ 184,761.00	\$ -
Remaining Budget	7,300,000	\$ 65,771.24	\$ 9,199.40	\$ (59,761.00)	\$ 75,000.00
		\$ 105,111.00			

	Cork Boards	White Boards		
Office Net	358	1581	1939	
All Makes	531	2840	3371	
Eakes	381	2712	3093	

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2018 TO 12/31/2019
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2018	Total Debits	Total Credits	Ending Balance 12/31/2019
100	GENERAL FUND	7,987,294.81	148,725,638.07	151,543,197.19	5,169,735.69
160	PLATTE CO LIBRARY SERVICE	38,498.26	247,785.77	211,805.80	74,478.23
189	PERPETUAL CARE	75,790.00	3,257.28	1,600.00	77,447.28
200	STREETS/ENGINEERING	2,112,716.73	10,435,933.67	13,305,803.35	(757,152.95)
205	AIRPORT	914,480.96	740,676.89	723,174.26	931,983.59
210	SALES TAX	10,029,288.34	12,178,900.33	13,551,796.04	8,656,392.63
211	1/2 CENT SALES TAX	15,833,535.18	27,411,920.23	35,468,761.85	7,776,693.56
220	COMMUNICATIONS - E911	34,821.41	938,941.80	1,258,546.78	(284,783.57)
221	COMMUNICATIONS - WIRELESS E911	(20,765.61)	210,453.52	244,779.63	(55,091.72)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(640.82)	28,310.00	32,050.00	(4,380.82)
240	HOUSING REHAB & LOANS	107,727.69	859,480.36	724,075.24	243,132.81
250	ECONOMIC DEVL REUSE	93,096.66	3,526.98	2,250.00	94,373.64
260	PROGRESS AND JOBS GROWTH	1,358,482.06	1,338,163.52	1,484,800.00	1,211,845.58
270	KENO	822,218.68	940,565.21	781,814.85	980,969.04
300	CAPITAL PROJECTS	(1,073,621.07)	1,139,474.51	65,853.44	0.00
400	DEBT SERVICE FUND	928,109.41	6,305,755.86	6,899,662.69	334,202.58
480	COMMUNITY REDEVL AUTH	37,362.54	124,554.00	173,563.02	(11,646.48)
500	UTILITY SERVICE	8,171,004.52	51,468,330.14	46,374,396.97	13,264,937.69
520	WATER	8,190,239.99	9,237,418.42	7,550,930.17	9,876,728.24
530	LOUP DISTRIBUTION	1,066,455.18	7,224,435.25	6,031,900.00	2,258,990.43
560	STORMWATER UTILITY	(4,111.25)	607,011.42	342,570.93	260,329.24
570	SOLID WASTE DIVISION	1,250,320.14	3,948,600.98	3,543,268.89	1,655,652.23
600	HEALTH INSURANCE	1,919,630.75	2,106,670.80	2,031,679.07	1,994,622.48
700	POLICE PENSION	57,592.85	5,846.78	4,691.04	58,748.59
710	FIRE PENSION	39,952.47	32,396.97	35,915.00	36,434.44
730	LICENSES TO SCHOOLS	0.00	25,100.00	16,165.00	8,935.00
740	LIBRARY FOUNDATION	2,472,624.73	55,070.25	0.00	2,527,694.98
745	LIBRARY ENDOWMENT	1,644,040.62	24,624.63	0.00	1,668,665.25
750	GERRARD PARK TRUST	137,466.65	9,079.08	6,725.91	139,819.82
999	PAYROLL CLEARING	36,046.59	17,343,750.54	17,313,577.74	66,219.39
	TOTAL - ALL FUNDS	64,259,658.47	303,721,673.26	309,725,354.86	58,255,976.87

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 01/21/2020 - 01/21/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
44745	COLUMBUS FAMILY RESOURCE CTR	01/13/2020	01/21/2020	9,129.00	9,129.00	Open	N
44250	CONNECTING POINT/RADIO SHACK	12/16/2019	01/21/2020	7,548.00	7,548.00	Open	N
44141	DUNBAR DOUGLAS	01/01/2020	01/21/2020	9,030.81	9,030.81	Open	N
44324	LOUP POWER DISTRICT E	01/06/2020	01/21/2020	9,556.13	9,556.13	Open	N
44437	LOUP POWER DISTRICT E	01/06/2020	01/21/2020	9,846.55	9,846.55	Open	N
44697	MECHANICAL SALES INC	01/09/2020	01/21/2020	8,344.00	8,344.00	Open	N
44545	PETE LIEN & SONS INC.	01/01/2020	01/21/2020	5,348.91	5,348.91	Open	N
44756	QUICK MED CLAIMS	12/31/2019	01/21/2020	5,262.68	5,262.68	Open	N
44298	SAPP BROS PETROLEUM INC	12/31/2019	01/21/2020	5,646.20	5,646.20	Open	N
44301	SAPP BROS PETROLEUM INC	12/11/2019	01/21/2020	5,000.50	5,000.50	Open	N
44130	SIPPLE, HANSEN, EMERSON,	01/03/2020	01/21/2020	5,807.45	5,807.45	Open	N

# of Invoices:	11	# Due:	11	Totals:	80,520.23	80,520.23
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					<u>80,520.23</u>	<u>80,520.23</u>

--- TOTALS BY FUND ---

100 - GENERAL FUND	43,234.94	43,234.94
500 - UTILITY SERVICE	25,695.09	25,695.09
520 - WATER	943.50	943.50
570 - SOLID WASTE DIVISION	10,646.70	10,646.70

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	5,807.45	5,807.45
103 - COLUMBUS COMMUNITY CENTER	9,129.00	9,129.00
110 - POLICE	5,661.00	5,661.00
121 - RESCUE	5,262.68	5,262.68
152 - AQUATIC CENTER POOL	8,344.00	8,344.00
155 - VAN BERG GOLF	2,243.36	2,243.36
156 - QUAIL RUN GOLF	6,787.45	6,787.45
500 - WASTEWATER COLLECTION	9,846.55	9,846.55
501 - WASTEWATER TREATMENT FAC	15,848.54	15,848.54
520 - WATER	943.50	943.50
570 - TRANSFER STATION	10,646.70	10,646.70

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00001 01/21/2020	A & D TECHNICAL SUPPLY INVOICE	0000297156	24# JET COLOR BOND	17.73	
			Total:	17.73	
			Net of 1 Invoices / 0 Checks	17.73	
02057 01/21/2020	A TO Z MESSAGING INVOICE	10613	ANSWERING SERVICE	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116 01/21/2020	ACE HARDWARE & GARDEN CNT INVOICE	165766/5	CABLE TIES	7.05	
01/21/2020	INVOICE	165770/5	ROTARY DRILL BITS	18.75	
01/21/2020	INVOICE	165772/5	PROPANE CYLINDER	7.98	
01/21/2020	INVOICE	165790/5	DYNAFLEX 230 CLR	9.98	
01/21/2020	INVOICE	165885/5	COBALT DRILL BITS	24.98	
01/21/2020	INVOICE	165924/5	BUNGEE CORD SET	11.99	
01/21/2020	INVOICE	165932/5	NUTS, BOLTS, SCREWS	3.40	
01/21/2020	INVOICE	165939/5	SPRAYPAINT	10.98	
01/21/2020	INVOICE	165948/5	BATTERIES	31.98	
01/21/2020	INVOICE	165830/5	FUSES, CONNECTORS, CABLE CUTTER	40.97	
01/21/2020	INVOICE	165835/5	KEY MASTER PACKS	91.60	
01/21/2020	INVOICE	165857/5	PROPANE	87.78	
01/21/2020	INVOICE	165967/5	KEY SCHLAGE 250 PK	2.29	
01/21/2020	INVOICE	165972/5	PROPANE	87.78	
01/21/2020	INVOICE	165977/5	SUPPLIES	22.98	
01/21/2020	INVOICE	165994/5	NUTS, BOLTS, SCREWS	7.60	
01/21/2020	INVOICE	165974/5	FLAG, SUPPLIES	110.97	
01/21/2020	INVOICE	165954/5	CONNECTOR 4WIRE FLAT SET	6.59	
01/21/2020	INVOICE	166041/5	TOTES, TOOLS	143.93	
01/21/2020	INVOICE	166065/5	NUTS, BOLTS, SCREWS	16.56	
01/21/2020	INVOICE	166070/5	TOOLBOX, NOTEBOOK	7.78	
01/21/2020	INVOICE	165965/5	CHAIN SAW REPAIR/WIRE BRUSHES	119.18	
01/21/2020	INVOICE	166094/5	PROPANE	99.75	
01/21/2020	INVOICE	166092/5	WASHERS, NUT, BOLTS	64.16	
			Total:	1,037.01	
			Net of 24 Invoices / 0 Checks	1,037.01	
03104 01/21/2020	ACE SANITATION SERVICE INVOICE	4931 JAN	GARBAGE SERVICE	39.00	
01/21/2020	INVOICE	4932 JAN	GARBAGE SERVICE	39.00	
01/21/2020	INVOICE	4933 JAN	GARBAGE SERVICE	39.00	
			Total:	117.00	
			Net of 3 Invoices / 0 Checks	117.00	
00180 01/21/2020	ADVANCE AUTO PARTS INVOICE	5606936582519	AIR CQBLU	66.84	
01/21/2020	INVOICE	5606935850919	HYDRAULIC ELE	43.40	
01/21/2020	INVOICE	5606936582509	LUBE CQBLU (#29)	10.43	
01/21/2020	INVOICE	5606000318936	FILTERS	43.74	
01/21/2020	INVOICE	5606000382592	AIR FILTERS	56.15	
01/21/2020	INVOICE	5606000282538	FILTERS, FUEL-WATER SEPARATORS	196.80	
01/21/2020	INVOICE	5606000382595	AXLE PULLER MST SET 21	161.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	578.85	
			Net of 7 Invoices / 0 Checks	578.85	
02304 01/21/2020	ALPHAMEDIA USA LLC INVOICE	123119ADV	DECEMBER ADVERTISING-ALL STATIONS	1,675.00	
			Total:	1,675.00	
			Net of 1 Invoices / 0 Checks	1,675.00	
00133 01/21/2020	AMERICAN LEGAL PUBLISHING CORP INVOICE	0132111	LINK ORDINANCE 19-42	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
01189 01/21/2020	AMERICAN RED CROSS INVOICE	22246842	SKILLS REVIEW CLASSES	768.00	
			Total:	768.00	
			Net of 1 Invoices / 0 Checks	768.00	
03119 01/21/2020	B-D CONSTRUCTION INC INVOICE	20	NEW POLICE STATION	273,178.05	
01/21/2020	INVOICE	17	NEW FIRE STATION	559,263.55	
			Total:	832,441.60	
			Net of 2 Invoices / 0 Checks	832,441.60	
03124 01/21/2020	BEARD-WARREN HEATING & INVOICE	069864	HEAT PUMP INSTALLATION (90% OF QUOTE)	18,311.00	
			Total:	18,311.00	
			Net of 1 Invoices / 0 Checks	18,311.00	
00461 01/21/2020	BEHLEN TOWING LLC INVOICE	24055	TOWING	90.00	
01/21/2020	INVOICE	24058	TOWING	90.00	
01/21/2020	INVOICE	24061	TOWING	90.00	
01/21/2020	INVOICE	24072	TOWING	90.00	
01/21/2020	INVOICE	24004	TOWING	180.00	
01/21/2020	INVOICE	22976	TOWING	90.00	
			Total:	630.00	
			Net of 6 Invoices / 0 Checks	630.00	
02421 01/21/2020	BIBLIOTHECA LLC INVOICE	INV-US28271	CLOUD LIBRARY-E AUDIOBOOK	0.99	
01/21/2020	INVOICE	INV-US28272	CLOUD LIBRARY-E AUDIOBOOKS	78.39	
			Total:	79.38	
			Net of 2 Invoices / 0 Checks	79.38	
03256 01/21/2020	BLACK HILLS ENERGY INVOICE	5317 1214 84 JAN	NATURAL GAS	15.84	
01/21/2020	INVOICE	6007 1329 48 JAN	NATURAL GAS	1,790.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	1450 5796 12 JAN	NATURAL GAS	151.54	
01/21/2020	INVOICE	7226 0844 98 JAN	NATURAL GAS	144.03	
01/21/2020	INVOICE	5431 5180 01 JAN	NATURAL GAS	104.49	
01/21/2020	INVOICE	0778 7198 98 JAN	NATURAL GAS	83.21	
01/21/2020	INVOICE	5156 7873 42 JAN	NATURAL GAS	219.88	
01/21/2020	INVOICE	7504 0422 35 JAN	NATURAL GAS	82.03	
01/21/2020	INVOICE	5915 3548 20 JAN	NATURAL GAS	75.64	
01/21/2020	INVOICE	1164 9983 32 JAN	NATURAL GAS	63.04	
01/21/2020	INVOICE	3224 1153 18 JAN	NATURAL GAS	53.55	
01/21/2020	INVOICE	4086 6115 74 JAN	NATURAL GAS	44.78	
01/21/2020	INVOICE	5389 9420 88 JAN	NATURAL GAS	41.72	
01/21/2020	INVOICE	5048 9157 09 JAN	NATURAL GAS	38.15	
01/21/2020	INVOICE	2278 6168 20 JAN	NATURAL GAS	30.76	
01/21/2020	INVOICE	3343 6679 78 JAN	NATURAL GAS	24.67	
01/21/2020	INVOICE	9767 8260 47 JAN	NATURAL GAS	22.84	
01/21/2020	INVOICE	4665 9615 35 JAN	NATURAL GAS	20.42	
01/21/2020	INVOICE	8429 6210 02 JAN	NATURAL GAS	906.08	
01/21/2020	INVOICE	6310 3990 85 JAN	NATURAL GAS	621.49	
01/21/2020	INVOICE	7063 3714 32 JAN	NATURAL GAS	554.59	
01/21/2020	INVOICE	8532 8864 75 JAN	NATURAL GAS	385.39	
Total:				5,474.82	
Net of 22 Invoices / 0 Checks				5,474.82	
00240	BOUND TREE MEDICAL LLC				
01/21/2020	INVOICE	83471447	SUPPLIES	455.80	
Total:				455.80	
Net of 1 Invoices / 0 Checks				455.80	
02996	BT'S BAR				
01/21/2020	INVOICE	8880-46	ENGINE CO #1 JANUARY PRACTICE	197.50	
Total:				197.50	
Net of 1 Invoices / 0 Checks				197.50	
00091	CAROLINA SOFTWARE				
01/21/2020	INVOICE	74031	WASTEWORX SOFTWARE SUPPORT	200.00	
Total:				200.00	
Net of 1 Invoices / 0 Checks				200.00	
00060	CDW GOVERNMENT				
01/21/2020	INVOICE	WJ22425	40 CISCO DIRECT LIC-SME 5YR	1,600.00	
Total:				1,600.00	
Net of 1 Invoices / 0 Checks				1,600.00	
01209	CENTER POINT LARGE PRINT				
01/21/2020	INVOICE	1748094	MATERIALS	13.49	
Total:				13.49	
Net of 1 Invoices / 0 Checks				13.49	
03137	CENTRAL PARTS & MACHINE				
01/21/2020	INVOICE	2775 001-393744	OIL SEAL	40.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	2875 001-392749	BATTERY	93.81	
01/21/2020	INVOICE	2827 001-394475	PARTS	147.31	
01/21/2020	INVOICE	2827 001-394476	SUPPLIES	20.89	
01/21/2020	INVOICE	2875 001-394486	WIRE/CABLE	171.39	
01/21/2020	INVOICE	2875 001-394487	61PC HAND RIVETER	12.92	
			Total:	486.42	
			Net of 6 Invoices / 0 Checks	486.42	
01148	CENTURY LINK				
01/21/2020	INVOICE	402 D33-00443	PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
02470	CHAD'S COLLISION CENTER LLC				
01/21/2020	INVOICE	770	INSTALL SAFETY LIGHT ON NEW VEHICLE	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
00262	CLUB PROPHET SYSTEMS				
01/21/2020	INVOICE	402001012074	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542	CNC REPAIR LLC				
01/21/2020	INVOICE	3015	OIL CHANGE-UNIT 192	39.00	
01/21/2020	INVOICE	3019	OIL CHANGE UNIT 189	39.00	
01/21/2020	INVOICE	3020	OIL FILTER UNIT 188	39.00	
01/21/2020	INVOICE	3022	OIL CHANGE -2006 CHEVY PICKUP	39.00	
01/21/2020	INVOICE	3027	OIL CHANGE	39.00	
01/21/2020	INVOICE	3041	BATTERY-FORD EDGE	160.43	
01/21/2020	INVOICE	3048	OIL CHANGE UNIT 187	39.00	
01/21/2020	INVOICE	3095	REMOVE/REPLACE LIGHT SOCKET UNIT 170	47.77	
01/21/2020	INVOICE	3103	BATTERY-OIL CHANGE UNIT 176	212.62	
01/21/2020	INVOICE	3104	OIL CHANGE UNIT 159	49.49	
01/21/2020	INVOICE	3116	OIL CHANGE UNIT 188	39.00	
01/21/2020	INVOICE	3119	OIL CHANGE-BATTERY UNIT 187	210.82	
01/21/2020	INVOICE	3123	OIL CHANGE, BRAKES UNIT 182	385.39	
01/21/2020	INVOICE	3159	REMOVE/REPLACE CHARCOAL CANISTER-SOLENOID #:	671.29	
01/21/2020	INVOICE	3160	SPARK PLUGS UNIT 174	292.60	
			Total:	2,303.41	
			Net of 15 Invoices / 0 Checks	2,303.41	
03140	COLUMBUS AREA CHAMBER OF				
01/21/2020	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,300.00	
			Total:	1,300.00	
			Net of 1 Invoices / 0 Checks	1,300.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
01/21/2020	INVOICE	123119FIRE	SUPPLIES	1,779.92	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,779.92	
			Net of 1 Invoices / 0 Checks	1,779.92	
00036	COLUMBUS	CUSTOM EMBROIDERY			
01/21/2020	INVOICE	E34590	TUNIC SHIRTS/SPRUNK	50.00	
01/21/2020	INVOICE	E33590	HONDO CANVAS JACKETS	329.00	
01/21/2020	INVOICE	E34574	POLO/CLOETER	34.00	
01/21/2020	INVOICE	E34581	JACKET/VASICEK	32.00	
			Total:	445.00	
			Net of 4 Invoices / 0 Checks	445.00	
01638	COLUMBUS	FAMILY RESOURCE CTR			
01/21/2020	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,129.00	
			Total:	9,129.00	
			Net of 1 Invoices / 0 Checks	9,129.00	
03144	COLUMBUS	TELEGRAM			
01/21/2020	INVOICE	882395	WINTER SPORTS 2019	168.19	
01/21/2020	INVOICE	13896335	SEARCH BOOST	39.00	
			Total:	207.19	
			Net of 2 Invoices / 0 Checks	207.19	
03146	CONNECTING POINT/RADIO SHACK				
01/21/2020	INVOICE	7249	HP ELITE MONITOR, ELITE DESK, SOUNDBARS	7,548.00	
01/21/2020	INVOICE	7367	APC 650V BATTERY BACKUP	99.99	
			Total:	7,647.99	
			Net of 2 Invoices / 0 Checks	7,647.99	
02718	CORE & MAIN LP				
01/21/2020	INVOICE	L762659	SUPPLIES	12,041.95	
			Total:	12,041.95	
			Net of 1 Invoices / 0 Checks	12,041.95	
00819	CORNHUSKER INT'L TRUCKS, INC				
01/21/2020	INVOICE	4151901	ELBOW ASSEMBLY	79.83	
01/21/2020	INVOICE	CM4151866	CREDIT ELBOW ASSEMBLY	(65.81)	
01/21/2020	INVOICE	4151866	ELBOW ASSEMBLY	77.36	
			Total:	91.38	
			Net of 3 Invoices / 0 Checks	91.38	
03147	CORNHUSKER PUBLIC POWER DIST				
01/21/2020	INVOICE	415030001 JAN	ELECTRICITY	107.01	
01/21/2020	INVOICE	415030005 JAN	ELECTRICITY	42.44	
01/21/2020	INVOICE	415030008 JAN	ELECTRICITY	168.20	
01/21/2020	INVOICE	415030006 JAN	ELECTRICITY	183.95	
01/21/2020	INVOICE	415030007 JAN	ELECTRICITY	254.70	
01/21/2020	INVOICE	415030009 JAN	ELECTRICITY	155.65	
			Total:	911.95	
			Net of 6 Invoices / 0 Checks	911.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03149	CULLIGAN OF COLUMBUS				
01/21/2020	INVOICE	239060	EQUIPMENT-COOLER SERVICE	13.70	
01/21/2020	INVOICE	238897	DI REGENERATION	324.75	
01/21/2020	INVOICE	239146	EQUIPMENT-POU COOLER SERVICE	35.00	
01/21/2020	INVOICE	239114	EQUIPMENT - POU COOLER SERVICE	30.00	
01/21/2020	INVOICE	239094	SOFT WATER PLAN	45.00	
01/21/2020	INVOICE	3	CREDIT BALANCE CORRECTION	(12.20)	
01/21/2020	INVOICE	239162	BOTTLED WATER	33.95	
			Total:	470.20	
			Net of 7 Invoices / 0 Checks	470.20	
00270	DANKO EMERGENCY EQUIPMENT				
01/21/2020	INVOICE	107603	GIRPPER HOSE SYSTEM	144.97	
			Total:	144.97	
			Net of 1 Invoices / 0 Checks	144.97	
10319	DAYS INN SPENCER				
01/21/2020	INVOICE	231-971479	LODGING-JUSTIN HENGELLER	130.00	
01/21/2020	INVOICE	371-393554	LODGING-TYLER HINER	130.00	
			Total:	260.00	
			Net of 2 Invoices / 0 Checks	260.00	
00230	DLT SOLUTIONS LLC				
01/21/2020	INVOICE	4818917A	CIVIL 3D 2020 GOVERNMENT SINGLE USER 3YR SU	12,191.36	
			Total:	12,191.36	
			Net of 1 Invoices / 0 Checks	12,191.36	
00376	DRIVERS LICENSE GUIDE COMPANY				
01/21/2020	INVOICE	199599	US ID MANUAL UDPATE SERVICE	82.50	
			Total:	82.50	
			Net of 1 Invoices / 0 Checks	82.50	
00568	DTN LLC				
01/21/2020	INVOICE	5673740	WEATHER SERVICE	774.00	
			Total:	774.00	
			Net of 1 Invoices / 0 Checks	774.00	
00374	DUNBAR DOUGLAS				
01/21/2020	INVOICE	010120GOLF	CONTRACT, COMMISSIONS, EXPENSE REIMB	9,030.81	
01/21/2020	INVOICE	123119GOLF	CREDIT CARD FEES	503.77	
			Total:	9,534.58	
			Net of 2 Invoices / 0 Checks	9,534.58	
03158	EAKES OFFICE SOLUTIONS				
01/21/2020	INVOICE	7937516-0	NAME BADGE-MICHELLE	12.26	
			Total:	12.26	
			Net of 1 Invoices / 0 Checks	12.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01741 01/21/2020	ECOLAB INVOICE	6253408738	EZYMATIC SPECIAL 5 GAL	299.90	
			Total:	299.90	
			Net of 1 Invoices / 0 Checks	299.90	
00191 01/21/2020	ELECTRIC PUMP INC INVOICE	0885766-IN	SERVICE CALL-MULTI SMART	884.90	
			Total:	884.90	
			Net of 1 Invoices / 0 Checks	884.90	
01597 01/21/2020	ELECTRONIC ENGINEERING INVOICE	853002513-3	INSTALL CONSOLETTTE /ANTENNA CONFIG (14 RADI	3,381.05	
01/21/2020	INVOICE	855000758-1	REPLACE BROKEN SWITCH UNIT 188 SPOTLIGHT	34.36	
01/21/2020	INVOICE	120008533-1	ROSENBAUER ENGINE MAINTENANCE	86.55	
01/21/2020	INVOICE	855000732-1	RADIO REPAIR	354.95	
01/21/2020	INVOICE	855000522-1	INSTALL REPAIRED RADIO TO VEHICLE	37.50	
			Total:	3,894.41	
			Net of 5 Invoices / 0 Checks	3,894.41	
00939 01/21/2020	ERIKSEN CONSTRUCTION CO INC INVOICE	15	WWTF PHASE 4 IMPROVEMENTS	258,375.16	
			Total:	258,375.16	
			Net of 1 Invoices / 0 Checks	258,375.16	
03165 01/21/2020	FASTENAL COMPANY INVOICE	NECOL218703	SUPPLIES	38.16	
01/21/2020	INVOICE	NECOL218702	SUPPLIES	20.86	
01/21/2020	INVOICE	NECOL219529	SUPPLIES	168.96	
01/21/2020	INVOICE	NECOL219747	SUPPLIES	3.50	
			Total:	231.48	
			Net of 4 Invoices / 0 Checks	231.48	
03070 01/21/2020	FBG SERVICE CORPORATION INVOICE	865008	DECEMBER CLEANING-DISPATCH	1,595.00	
01/21/2020	INVOICE	865232	PAPER TOWELS	109.50	
			Total:	1,704.50	
			Net of 2 Invoices / 0 Checks	1,704.50	
03168 01/21/2020	FIRST NATIONAL BANK INVOICE	F612 JAN	DECEMBER ACH/POSITIVE PAY FEES	473.14	
			Total:	473.14	
			Net of 1 Invoices / 0 Checks	473.14	
00242 01/21/2020	FIRST NATIONAL BANK OMAHA INVOICE	123119LIBR	POSTAGE	271.29	
01/21/2020	INVOICE	163971	CONNELLY SKIS-INFLATABLE POOL MATS	1,064.25	
01/21/2020	INVOICE	122319PUBLPROP	PESTICIDE SAFETY RECERT-MULT DEPTS	480.00	
01/21/2020	INVOICE	119232	HOLIDAY INN EXPRESS	192.00	
01/21/2020	INVOICE	119233	HOLIDAY INN EXPRESS	192.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	840050950	B&H PHOTO-100W AMPLIFIER	214.00	
01/21/2020	INVOICE	122019FIRE	HOBBY LOBBY-XMAS DECORATIONS	347.42	
01/21/2020	INVOICE	122619FIRE	HOBBY LOBBY-RETURN CREDIT	(347.42)	
01/21/2020	INVOICE	122619FIRE	HOBBY LOBBY-XMAS DECORATIONS	324.69	
01/21/2020	INVOICE	121719FIRE	VEHICLE WASH	9.00	
01/21/2020	INVOICE	2107656	NEBRASKA AVIATION COUNCIL-REGISTRATION	105.00	
01/21/2020	INVOICE	121019AIRP	UNL -PESTICIDE RECERT-SCHADEMANN	80.00	
01/21/2020	INVOICE	121019AIRP	UNL-PESTICIDE RECERT-OLSON	80.00	
01/21/2020	INVOICE	632439323	OWH DIGITAL SUBSCRIPTION-6 MOS.	19.99	
01/21/2020	INVOICE	935300411245	WALMART-OFFICE SUPPLIES	12.76	
01/21/2020	INVOICE	936400643982	WALMART-MISC SUPPLIES	20.68	
01/21/2020	INVOICE	424082	VALENTINO'S-SUPERVISOR TRAINING	389.75	
01/21/2020	INVOICE	123119AQU	AUTHORIZE.NET MONTHLY CHARGE	30.40	
01/21/2020	INVOICE	02557-16548526	CANVA PTY LTD- CANVA PRO SUBSCR 1/2/20-1/2/:	119.40	
01/21/2020	INVOICE	2021893	PIZZA RANCH-GIFT CARDS	60.00	
01/21/2020	INVOICE	2021881	PIZZA RANCH-GIFT CARDS	150.00	
01/21/2020	INVOICE	10843	VENMILL INDUSTRIES-HYBRID KIT	124.37	
01/21/2020	INVOICE	122419LIBR	CONSTANT CONTACT MONTHLY CHARGES	66.50	
01/21/2020	INVOICE	100136586	UNIFORM WAREHOUSE - BOOTS- HUNKE	67.49	
01/21/2020	INVOICE	PGS37560	VOICE RECORDERS - HEFTI	59.97	
01/21/2020	INVOICE	PGC37560	VOICE RECORDER -PETERS	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - HEESACKER	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - POLAK	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - HEUSINKVELT	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - HOFFMAN	39.98	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - PENSICK	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - MCCARTHY	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - BLACK	39.98	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - ALEXANDER	39.98	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - CIBORON	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - ALDRICH	19.99	
01/21/2020	INVOICE	PGS37560	VOICE RECORDER - THALKEN	19.99	
Total:				4,433.39	
Net of 37 Invoices / 0 Checks				4,433.39	
01762	FORT WESTERN STORES				
01/21/2020	INVOICE	6727	UNIFORM SUPPLIES-C CASE	209.98	
Total:				209.98	
Net of 1 Invoices / 0 Checks				209.98	
02273	FRICKENSTEIN PUMPING AND				
01/21/2020	INVOICE	11285	PORTABLE TOILET RENTALS	1,450.00	
Total:				1,450.00	
Net of 1 Invoices / 0 Checks				1,450.00	
00169	FRONTIER				
01/21/2020	INVOICE	308-188-0206-05239	MONTHLY PHONE SERVICE	209.52	
01/21/2020	INVOICE	402-564-0717-09061	ELEVATOR PHONE	54.52	
01/21/2020	INVOICE	308-188-0175-09127	MONTHLY PHONE CHARGES	3,290.69	
Total:				3,554.73	
Net of 3 Invoices / 0 Checks				3,554.73	
00459	GALE				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	69038274	MATERIALS	397.69	
01/21/2020	INVOICE	69051970	MATERIALS	49.60	
01/21/2020	INVOICE	69066796	MATERIALS	48.73	
01/21/2020	INVOICE	69077806	MATERIALS	55.18	
Total:				551.20	
Net of 4 Invoices / 0 Checks				551.20	
03172	GALLS LLC				
01/21/2020	INVOICE	014530232	BINOCULARS - URKOSKI	123.95	
Total:				123.95	
Net of 1 Invoices / 0 Checks				123.95	
03174	GEHRING CONSTRUCTION &				
01/21/2020	INVOICE	44647	19ST & 22AVE	314.00	
01/21/2020	INVOICE	44690	1ST ST AND 3RD AVE	641.00	
Total:				955.00	
Net of 2 Invoices / 0 Checks				955.00	
00056	GODFATHER'S PIZZA				
01/21/2020	INVOICE	5180	ENGINE #1 DECEMBER PRACTICE	168.00	
01/21/2020	INVOICE	5168	HOOKS/BISSEL DECEMBER PRACTICE	128.00	
Total:				296.00	
Net of 2 Invoices / 0 Checks				296.00	
10214	GRAYBAR ELECTRIC COMPANY				
01/21/2020	INVOICE	9313930124	1 METER FIBER JUMPER	197.10	
Total:				197.10	
Net of 1 Invoices / 0 Checks				197.10	
02075	GREAT PLAINS COMMUNICATIONS				
01/21/2020	INVOICE	128755 JAN	INTERNET SERVICE 1/1-1/31/20	310.00	
Total:				310.00	
Net of 1 Invoices / 0 Checks				310.00	
03183	HADLEY-BRAITHWAIT COMPANY				
01/21/2020	INVOICE	214968	HANDSOAP	61.95	
Total:				61.95	
Net of 1 Invoices / 0 Checks				61.95	
03185	HDR ENGINEERING INC				
01/21/2020	INVOICE	1200238611	WWTF PHASE 4 ENGINEERING SERVICES CIP 20-97	60,620.79	
01/21/2020	INVOICE	1200238448	N SANITARY SEWER COLL SYSTEM STYDY	3,060.37	
Total:				63,681.16	
Net of 2 Invoices / 0 Checks				63,681.16	
01424	HEARTLAND NATURAL GAS LLC				
01/21/2020	INVOICE	71148	NATURAL GAS	1,587.59	
01/21/2020	INVOICE	71147	NATURAL GAS	143.22	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	71198	NATURAL GAS	1,611.45	
01/21/2020	INVOICE	71196	NATURAL GAS	141.45	
01/21/2020	INVOICE	71195	NATURAL GAS	392.62	
01/21/2020	INVOICE	71197	NATURAL GAS	1,481.05	
01/21/2020	INVOICE	71194	NATURAL GAS	154.63	
01/21/2020	INVOICE	71210	NATURAL GAS	102.96	
01/21/2020	INVOICE	71211	NATURAL GAS	191.68	
01/21/2020	INVOICE	71205	NATURAL GAS	273.62	
01/21/2020	INVOICE	71213	NATURAL GAS	46.68	
01/21/2020	INVOICE	71212	NATURAL GAS	0.35	
01/21/2020	INVOICE	71204	NATURAL GAS	1,092.00	
01/21/2020	INVOICE	71201	NATURAL GAS	975.50	
01/21/2020	INVOICE	71203	NATURAL GAS	8.55	
01/21/2020	INVOICE	71202	NATURAL GAS	680.85	
01/21/2020	INVOICE	70260	NATURAL GAS	72.69	
Total:				8,956.89	
Net of 17 Invoices / 0 Checks				8,956.89	
10320	HENGGELE, JUSTIN				
01/21/2020	INVOICE	010920STR	TRAFFIC SEMINAR MEAL REIMB	48.54	
Total:				48.54	
Net of 1 Invoices / 0 Checks				48.54	
01675	HINER TYLER				
01/21/2020	INVOICE	010920ST	TRAFFIC SEMINAR MEAL REIMB	56.36	
Total:				56.36	
Net of 1 Invoices / 0 Checks				56.36	
01724	HOBBY LOBBY				
01/21/2020	INVOICE	88525096	SUPPLIES	13.65	
01/21/2020	INVOICE	87311597	SUPPLIES	11.96	
Total:				25.61	
Net of 2 Invoices / 0 Checks				25.61	
10291	HOME IMPROVEMENT USA				
01/21/2020	INVOICE	01.13.2020	SIDING FOR CINDY SCHAFF	11,700.00	
Total:				11,700.00	
Net of 1 Invoices / 0 Checks				11,700.00	
00403	HOWERTER MD MARK S				
01/21/2020	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	598.00	
Total:				598.00	
Net of 1 Invoices / 0 Checks				598.00	
03192	HY-VEE INC				
01/21/2020	INVOICE	037490	STATION POP	61.90	
01/21/2020	INVOICE	613228	SUPPLIES	16.88	
01/21/2020	INVOICE	290452	BANDAGES	1.99	
01/21/2020	INVOICE	943316	SUPPLIES	18.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	99.73	
			Net of 4 Invoices / 0 Checks	99.73	
02515	IBM CORPORATION				
01/21/2020	INVOICE	6809042821	IBM MAAS360 DELUXE SUITE	2,278.30	
			Total:	2,278.30	
			Net of 1 Invoices / 0 Checks	2,278.30	
03194	INGRAM LIBRARY SERVICES, INC				
01/21/2020	INVOICE	43280548	MATERIALS	164.10	
01/21/2020	INVOICE	43233274	MATERIALS	436.92	
01/21/2020	INVOICE	43292205	MATERIALS	29.56	
01/21/2020	INVOICE	CM 42952067	RETURN CREDIT	(10.52)	
			Total:	620.06	
			Net of 4 Invoices / 0 Checks	620.06	
00296	INTERNATIONAL CODE COUNCIL INC				
01/21/2020	INVOICE	3251294	DAN CURTIS/MEMBER #0459120	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	
03199	JACKSON SERVICES INC				
01/21/2020	INVOICE	4220370	SUPPLIES	58.59	
01/21/2020	INVOICE	4222100	UNIFORMS	292.04	
01/21/2020	INVOICE	4222113	UNIFORMS	88.40	
01/21/2020	INVOICE	4222114	SUPPLIES	2.70	
01/21/2020	INVOICE	4222112	UNIFORMS	93.88	
01/21/2020	INVOICE	4220345	UNIFORMS	16.24	
01/21/2020	INVOICE	4227746	UNIFORMS	292.04	
01/21/2020	INVOICE	4227760	UNIFORMS	88.40	
01/21/2020	INVOICE	4227761	SUPPL. IES	16.88	
01/21/2020	INVOICE	4227759	SUPPLIES/UNIFORMS	123.27	
01/21/2020	INVOICE	4225311	UNIFORMS-SLIVA	16.24	
01/21/2020	INVOICE	4225330	MATS	55.85	
01/21/2020	INVOICE	4225312	SUPPLIES/UNIFORMS	58.63	
01/21/2020	INVOICE	4230946	SUPPLIES	68.21	
01/21/2020	INVOICE	4223768	UNIFORMS	48.02	
01/21/2020	INVOICE	4222103	SUPPLIES	12.02	
01/21/2020	INVOICE	4222101	SUPPLIES	34.05	
01/21/2020	INVOICE	4225331	SUPPLIES	77.69	
01/21/2020	INVOICE	4217854	SUPPLIES	71.30	
01/21/2020	INVOICE	4227749	SUPPLIES	7.05	
01/21/2020	INVOICE	4227748	UNIFORMS	129.72	
01/21/2020	INVOICE	4227747	SUPPLIES	29.07	
01/21/2020	INVOICE	4230952	UNIFORMS	16.24	
01/21/2020	INVOICE	4230953	UNIFORMS	62.42	
01/21/2020	INVOICE	4230976	SUPPLIES	58.59	
			Total:	1,817.54	
			Net of 25 Invoices / 0 Checks	1,817.54	
02595	K & S TOOL SERVICE				
01/21/2020	INVOICE	100619	BATTERY JUMP PACK	527.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	527.35	
			Net of 1 Invoices / 0 Checks	527.35	
03202	KELLY SUPPLY COMPANY				
01/21/2020	INVOICE	S12245767-0	SUPPLIES	40.10	
01/21/2020	INVOICE	S12245769-0	TUBING AND ADPATER	106.81	
01/21/2020	INVOICE	S12245742-0	UNIT 29 MAINTENANCE	331.07	
01/21/2020	INVOICE	S12245885-0	SUPPLIES	77.81	
01/21/2020	INVOICE	S12245997-0	PVC SUPPLIES	71.38	
			Total:	627.17	
			Net of 5 Invoices / 0 Checks	627.17	
01247	KLINE KEITH				
01/21/2020	INVOICE	011020QR	TURF CONF MEALS AND MILEAGE REIMB	76.30	
			Total:	76.30	
			Net of 1 Invoices / 0 Checks	76.30	
00012	LAKEVIEW SMALL ENGINE INC				
01/21/2020	INVOICE	042275	FUEL PUMP FOR SCAG TIGER CAT 2014	39.15	
			Total:	39.15	
			Net of 1 Invoices / 0 Checks	39.15	
02236	LANGUAGE LINE SERVICES INC				
01/21/2020	INVOICE	4679487	INTREPRETING SERVICE	28.14	
01/21/2020	INVOICE	4700876	INTERPRETING SERVICE	30.68	
01/21/2020	INVOICE	4722102	DECEMBER INTERPRETING FEES	11.14	
			Total:	69.96	
			Net of 3 Invoices / 0 Checks	69.96	
02596	LAWSON PRODUCTS				
01/21/2020	INVOICE	9307298170	SUPPLIES	228.63	
			Total:	228.63	
			Net of 1 Invoices / 0 Checks	228.63	
03210	LEAGUE OF NEBR MUNICIPALITIES				
01/21/2020	INVOICE	022420CONF	MIDWINTER CONF REGISTRATION-VASICEK	351.00	
			Total:	351.00	
			Net of 1 Invoices / 0 Checks	351.00	
03214	LOUP POWER DISTRICT		E		
01/21/2020	INVOICE	400046 JAN	ELECTRICITY	61.05	
01/21/2020	INVOICE	400016 JAN	ELECTRICITY	97.46	
01/21/2020	INVOICE	400088 JAN	ELECTRICITY	20.29	
01/21/2020	INVOICE	400096 JAN	ELECTRICITY	1,389.00	
01/21/2020	INVOICE	400092 JAN	ELECTRICITY	28.63	
01/21/2020	INVOICE	400076 JAN	ELECTRICITY	33.62	
01/21/2020	INVOICE	400077 JAN	ELECTRICITY	29.12	
01/21/2020	INVOICE	400078 JAN	ELECTRICITY	25.20	
01/21/2020	INVOICE	400079 JAN	ELECTRICITY	197.98	
01/21/2020	INVOICE	400080 JAN	ELECTRICITY	182.31	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	400081 JAN	ELECTRICITY	185.74	
01/21/2020	INVOICE	400083 JAN	ELECTRICITY	74.39	
01/21/2020	INVOICE	400084 JAN	ELECTRICITY	86.35	
01/21/2020	INVOICE	169003 JAN	ELECTRICITY	27.94	
01/21/2020	INVOICE	169005 JAN	ELECTRICITY	151.69	
01/21/2020	INVOICE	169008 JAN	ELECTRICITY	27.84	
01/21/2020	INVOICE	169009 JAN	ELECTRICITY	28.63	
01/21/2020	INVOICE	169010 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	169011 JAN	ELECTRICITY	66.27	
01/21/2020	INVOICE	169012 JAN	ELECTRICITY	9,556.13	
01/21/2020	INVOICE	169016 JAN	ELECTRICITY	280.80	
01/21/2020	INVOICE	169017 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	169019 JAN	ELECTRICITY	67.36	
01/21/2020	INVOICE	169020 JAN	ELECTRICITY	9.06	
01/21/2020	INVOICE	169022 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	169023 JAN	ELECTRICITY	249.82	
01/21/2020	INVOICE	169024 JAN	ELECTRICITY	52.17	
01/21/2020	INVOICE	169026 JAN	ELECTRICITY	112.00	
01/21/2020	INVOICE	169027 JAN	ELECTRICITY	9.06	
01/21/2020	INVOICE	169028 JAN	ELECTRICITY	403.20	
01/21/2020	INVOICE	169029 JAN	ELECTRICITY	548.49	
01/21/2020	INVOICE	169030 JAN	ELECTRICITY	160.75	
01/21/2020	INVOICE	169031 JAN	ELECTRICITY	41.10	
01/21/2020	INVOICE	169033 JAN	ELECTRICITY	37.86	
01/21/2020	INVOICE	169034 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	169035 JAN	ELECTRICITY	25.59	
01/21/2020	INVOICE	169036 JAN	ELECTRICITY	161.64	
01/21/2020	INVOICE	169038 JAN	ELECTRICITY	3,470.35	
01/21/2020	INVOICE	169039 JAN	ELECTRICITY	37.54	
01/21/2020	INVOICE	169041 JAN	ELECTRICITY	35.58	
01/21/2020	INVOICE	169042 JAN	ELECTRICITY	378.98	
01/21/2020	INVOICE	169043 JAN	ELECTRICITY	42.25	
01/21/2020	INVOICE	169044 JAN	ELECTRICITY	41.07	
01/21/2020	INVOICE	169045 JAN	ELECTRICITY	40.09	
01/21/2020	INVOICE	169046 JAN	ELECTRICITY	57.46	
01/21/2020	INVOICE	169047 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	169048 JAN	ELECTRICITY	43.03	
01/21/2020	INVOICE	169050 JAN	ELECTRICITY	101.60	
01/21/2020	INVOICE	169051 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	169053 JAN	ELECTRICITY	38.08	
01/21/2020	INVOICE	169055 JAN	ELECTRICITY	25.59	
01/21/2020	INVOICE	169056 JAN	ELECTRICITY	41.66	
01/21/2020	INVOICE	169057 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	169058 JAN	ELECTRICITY	43.52	
01/21/2020	INVOICE	169060 JAN	ELECTRICITY	28.14	
01/21/2020	INVOICE	169061 JAN	ELECTRICITY	32.06	
01/21/2020	INVOICE	169062 JAN	ELECTRICITY	163.85	
01/21/2020	INVOICE	169064 JAN	ELECTRICITY	46.07	
01/21/2020	INVOICE	169065 JAN	ELECTRICITY	1,074.00	
01/21/2020	INVOICE	169066 JAN	ELECTRICITY	58.81	
01/21/2020	INVOICE	169067 JAN	ELECTRICITY	2,520.00	
01/21/2020	INVOICE	169068 JAN	ELECTRICITY	3,048.00	
01/21/2020	INVOICE	169069 JAN	ELECTRICITY	38.55	
01/21/2020	INVOICE	169071 JAN	ELECTRICITY	2,162.69	
01/21/2020	INVOICE	169072 JAN	ELECTRICITY	250.00	
01/21/2020	INVOICE	169073 JAN	ELECTRICITY	38.82	
01/21/2020	INVOICE	169074 JAN	ELECTRICITY	30.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	169077 JAN	ELECTRICITY	25.78	
01/21/2020	INVOICE	169080 JAN	ELECTRICITY	120.38	
01/21/2020	INVOICE	169081 JAN	ELECTRICITY	39.21	
01/21/2020	INVOICE	169082 JAN	ELECTRICITY	107.83	
01/21/2020	INVOICE	169083 JAN	ELECTRICITY	683.64	
01/21/2020	INVOICE	169084 JAN	ELECTRICITY	698.83	
01/21/2020	INVOICE	169085 JAN	ELECTRICITY	729.22	
01/21/2020	INVOICE	169086 JAN	ELECTRICITY	630.47	
01/21/2020	INVOICE	169087 JAN	ELECTRICITY	311.44	
01/21/2020	INVOICE	169089 JAN	ELECTRICITY	36.37	
01/21/2020	INVOICE	169090 JAN	ELECTRICITY	37.94	
01/21/2020	INVOICE	169091 JAN	ELECTRICITY	68.54	
01/21/2020	INVOICE	169092 JAN	ELECTRICITY	61.09	
01/21/2020	INVOICE	169093 JAN	ELECTRICITY	70.40	
01/21/2020	INVOICE	169094 JAN	ELECTRICITY	54.22	
01/21/2020	INVOICE	169096 JAN	ELECTRICITY	459.06	
01/21/2020	INVOICE	169097 JAN	ELECTRICITY	27.94	
01/21/2020	INVOICE	169098 JAN	ELECTRICITY	31.38	
01/21/2020	INVOICE	169099 JAN	ELECTRICITY	25.49	
01/21/2020	INVOICE	169107 JAN	ELECTRICITY	29.15	
01/21/2020	INVOICE	169112 JAN	ELECTRICITY	93.89	
01/21/2020	INVOICE	400001 JAN	ELECTRICITY	231.46	
01/21/2020	INVOICE	400002 JAN	ELECTRICITY	176.63	
01/21/2020	INVOICE	400003 JAN	ELECTRICITY	169.38	
01/21/2020	INVOICE	400004 JAN	ELECTRICITY	139.18	
01/21/2020	INVOICE	400005 JAN	ELECTRICITY	27.65	
01/21/2020	INVOICE	400006 JAN	ELECTRICITY	25.49	
01/21/2020	INVOICE	400007 JAN	ELECTRICITY	29.70	
01/21/2020	INVOICE	400008 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	400009 JAN	ELECTRICITY	50.58	
01/21/2020	INVOICE	400010 JAN	ELECTRICITY	45.19	
01/21/2020	INVOICE	400011 JAN	ELECTRICITY	29.31	
01/21/2020	INVOICE	400012 JAN	ELECTRICITY	33.72	
01/21/2020	INVOICE	400013 JAN	ELECTRICITY	44.50	
01/21/2020	INVOICE	400015 JAN	ELECTRICITY	383.88	
01/21/2020	INVOICE	400017 JAN	ELECTRICITY	47.05	
01/21/2020	INVOICE	400018 JAN	ELECTRICITY	40.39	
01/21/2020	INVOICE	400019 JAN	ELECTRICITY	25.39	
01/21/2020	INVOICE	400020 JAN	ELECTRICITY	660.00	
01/21/2020	INVOICE	400021 JAN	ELECTRICITY	36.20	
01/21/2020	INVOICE	400023 JAN	ELECTRICITY	567.00	
01/21/2020	INVOICE	400024 JAN	ELECTRICITY	47.83	
01/21/2020	INVOICE	400025 JAN	ELECTRICITY	253.80	
01/21/2020	INVOICE	400026 JAN	ELECTRICITY	25.59	
01/21/2020	INVOICE	400028 JAN	ELECTRICITY	383.80	
01/21/2020	INVOICE	400029 JAN	ELECTRICITY	81.47	
01/21/2020	INVOICE	400030 JAN	ELECTRICITY	44.40	
01/21/2020	INVOICE	400032 JAN	ELECTRICITY	128.23	
01/21/2020	INVOICE	400034 JAN	ELECTRICITY	51.85	
01/21/2020	INVOICE	400036 JAN	ELECTRICITY	271.99	
01/21/2020	INVOICE	400039 JAN	ELECTRICITY	138.84	
01/21/2020	INVOICE	400040 JAN	ELECTRICITY	28,794.27	
01/21/2020	INVOICE	400041 JAN	ELECTRICITY	778.11	
01/21/2020	INVOICE	400044 JAN	ELECTRICITY	76.48	
01/21/2020	INVOICE	400045 JAN	ELECTRICITY	101.83	
01/21/2020	INVOICE	400047 JAN	ELECTRICITY	1,184.98	
01/21/2020	INVOICE	400048 JAN	ELECTRICITY	36.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	400049 JAN	ELECTRICITY	36.49	
01/21/2020	INVOICE	400051 JAN	ELECTRICITY	56.36	
01/21/2020	INVOICE	400052 JAN	ELECTRICITY	35.00	
01/21/2020	INVOICE	400054 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	400055 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	400057 JAN	ELECTRICITY	36.78	
01/21/2020	INVOICE	400058 JAN	ELECTRICITY	480.00	
01/21/2020	INVOICE	400059 JAN	ELECTRICITY	240.44	
01/21/2020	INVOICE	400060 JAN	ELECTRICITY	9,846.55	
01/21/2020	INVOICE	400061 JAN	ELECTRICITY	33.62	
01/21/2020	INVOICE	400062 JAN	ELECTRICITY	42.84	
01/21/2020	INVOICE	400063 JAN	ELECTRICITY	45.48	
01/21/2020	INVOICE	400070 JAN	ELECTRICITY	1,606.07	
01/21/2020	INVOICE	400071 JAN	ELECTRICITY	66.85	
01/21/2020	INVOICE	400072 JAN	ELECTRICITY	40.68	
01/21/2020	INVOICE	400073 JAN	ELECTRICITY	35.88	
01/21/2020	INVOICE	400075 JAN	ELECTRICITY	40.48	
01/21/2020	INVOICE	400087 JAN	ELECTRICITY	1,677.28	
01/21/2020	INVOICE	400091 JAN	ELECTRICITY	164.74	
01/21/2020	INVOICE	400093 JAN	ELECTRICITY	39.11	
01/21/2020	INVOICE	400094 JAN	ELECTRICITY	160.94	
01/21/2020	INVOICE	400095 JAN	ELECTRICITY	163.34	
01/21/2020	INVOICE	169004 JAN	ELECTRICITY	843.00	
01/21/2020	INVOICE	169014 JAN	ELECTRICITY	95.04	
01/21/2020	INVOICE	169015 JAN	ELECTRICITY	349.93	
01/21/2020	INVOICE	169116 JAN	ELECTRICITY	31.28	
01/21/2020	INVOICE	169118 JAN	ELECTRICITY	55.97	
01/21/2020	INVOICE	400031 JAN	ELECTRICITY	226.35	
01/21/2020	INVOICE	400033 JAN	ELECTRICITY	139.85	
01/21/2020	INVOICE	400037 JAN	ELECTRICITY	54.20	
01/21/2020	INVOICE	400042 JAN	ELECTRICITY	35.58	
01/21/2020	INVOICE	400068 JAN	ELECTRICITY	53.52	
01/21/2020	INVOICE	400069 JAN	ELECTRICITY	35.58	
01/21/2020	INVOICE	400085 JAN	ELECTRICITY	25.00	
01/21/2020	INVOICE	400097 JAN	ELECTRICITY	943.74	
Total:				85,811.28	
Net of 159 Invoices / 0 Checks				85,811.28	
01806	M & L INC				
01/21/2020	INVOICE	DEC2019	YARD WASTE REMOVAL CONTRACT	901.45	
Total:				901.45	
Net of 1 Invoices / 0 Checks				901.45	
00401	MAIL PREP ETC				
01/21/2020	INVOICE	1652	POSTAGE FOR DAILY MAIL/WATER STMTS	3,886.78	
Total:				3,886.78	
Net of 1 Invoices / 0 Checks				3,886.78	
03217	MAILBOX				
01/21/2020	INVOICE	105880	SHIPPING	11.58	
01/21/2020	INVOICE	105891	SHIPPING	9.73	
01/21/2020	INVOICE	105597	SHIPPING	9.81	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	31.12	
			Net of 3 Invoices / 0 Checks	31.12	
03212	MATHESON-LINWELD				
01/21/2020	INVOICE	51562563	SUPPLIES	23.56	
			Total:	23.56	
			Net of 1 Invoices / 0 Checks	23.56	
00083	MECHANICAL SALES INC				
01/21/2020	INVOICE	49276	ANNUAL AGREEMENT-SERESCO UNIT	8,344.00	
01/21/2020	INVOICE	49269	SERVICE INNOVENT MAU	1,707.45	
01/21/2020	INVOICE	49201	SERVICE SERESCO UNIT	1,470.50	
			Total:	11,521.95	
			Net of 3 Invoices / 0 Checks	11,521.95	
03220	MENARDS				
01/21/2020	INVOICE	6045	VEN STEEL NUTRITE 100CT	56.97	
01/21/2020	INVOICE	6092	OUTDR RECESS OUTLT ENCLS	14.99	
01/21/2020	INVOICE	5533	CONDUIT	42.99	
01/21/2020	INVOICE	5556	RETURN CREDIT	(37.88)	
01/21/2020	INVOICE	5557	RETURN CREDIT	(5.11)	
01/21/2020	INVOICE	5559	1/4 2X4 DRY ERASE	8.97	
01/21/2020	INVOICE	5568	FULL LP TANK	43.82	
01/21/2020	INVOICE	5727	TRIGGER TORCH KIT	28.99	
01/21/2020	INVOICE	5729	JUMBO STORAGE HANGER	5.20	
01/21/2020	INVOICE	5833	HUMIDIFIER	149.99	
01/21/2020	INVOICE	5837	TROUBLE LIGHT, BALL SETS	26.98	
01/21/2020	INVOICE	5839	WIRE PULL LUBE	7.99	
01/21/2020	INVOICE	5961	FIREMANS NOZZLE PRO	9.99	
01/21/2020	INVOICE	6855	METAL BIN	15.28	
01/21/2020	INVOICE	6854	MISC SUPPLIES	21.97	
01/21/2020	INVOICE	6608	SUPPLIES	35.92	
01/21/2020	INVOICE	6589	SUPPLIES	26.84	
01/21/2020	INVOICE	6603	WHEEL CHOCKS, DR STOP, RECIBLADE	40.00	
01/21/2020	INVOICE	6921	SUPPLIES	39.78	
01/21/2020	INVOICE	6916	FILTERS AND DISINFECTANT SPRAY	187.11	
01/21/2020	INVOICE	6359	FUSE/PVC PIPE	10.57	
01/21/2020	INVOICE	6278	BALLASTS/BULBS	161.81	
01/21/2020	INVOICE	6251	SPECIAL ORDER RUBBERMAID	102.20	
01/21/2020	INVOICE	6476	CONDUIT/BATTERIES/METAL BIN	33.25	
01/21/2020	INVOICE	6438	200CT WHITE BOX	97.60	
01/21/2020	INVOICE	6420	BLADES	40.98	
01/21/2020	INVOICE	6607	SPRING SNAP	53.91	
			Total:	1,221.11	
			Net of 27 Invoices / 0 Checks	1,221.11	
03222	MID-AMERICAN RESEARCH				
01/21/2020	INVOICE	0684834-IN	DEGREASSER/ENZYME BLOCK	2,146.00	
01/21/2020	INVOICE	0684779-IN	SUPER-ZYME 05	719.00	
01/21/2020	INVOICE	0684837-IN	DISINFECTANT TABS	84.00	
			Total:	2,949.00	
			Net of 3 Invoices / 0 Checks	2,949.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10309 01/21/2020	MIDWEST ALARM SERVICES INVOICE	313686	FIRE ALARM MONITORING	86.67	
			Total:	86.67	
			Net of 1 Invoices / 0 Checks	86.67	
03224 01/21/2020	MIDWEST LABORATORIES INC INVOICE	974076	DECEMBER TESTING AND SUPPLIES	432.50	
			Total:	432.50	
			Net of 1 Invoices / 0 Checks	432.50	
00903 01/21/2020	MIDWEST RIGHT OF WAY SERVICES INVOICE	5413 FINAL	12TH AVE VIADUCT	268.92	
			Total:	268.92	
			Net of 1 Invoices / 0 Checks	268.92	
03226 01/21/2020	MIDWEST SERVICE & SALES CO INVOICE	0027637	SUPERIOR GUIDE MARKER KIT 36"	206.28	
01/21/2020	INVOICE	0027633	REPLACEMENT SHOES FOR SSP BHP	1,322.88	
01/21/2020	INVOICE	0027634	CLIPPED PLOW BLADE 5/8C	170.78	
01/21/2020	INVOICE	0027651	SHUR-FLEX DRIVEABLE DELINEATOR	404.30	
			Total:	2,104.24	
			Net of 4 Invoices / 0 Checks	2,104.24	
00487 01/21/2020	MIDWEST TAPE LLC INVOICE	98403814	MATERIALS	119.96	
			Total:	119.96	
			Net of 1 Invoices / 0 Checks	119.96	
00463 01/21/2020	MIKE'S TOWING INVOICE	8915	TOWING SERVICES	90.00	
01/21/2020	INVOICE	8932	TOWING SERVICES	90.00	
01/21/2020	INVOICE	8942	TOWING SERVICES	285.00	
01/21/2020	INVOICE	8952	TOWING SERVICES	90.00	
01/21/2020	INVOICE	8969	TOWING SERVICES	90.00	
01/21/2020	INVOICE	9027	TOWING SERVICES	90.00	
01/21/2020	INVOICE	9010	TOWING SERVICES	90.00	
01/21/2020	INVOICE	9029	TOWING SERVICES	90.00	
			Total:	915.00	
			Net of 8 Invoices / 0 Checks	915.00	
00960 01/21/2020	MUELLER SHANE INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
00210 01/21/2020	MUNICIPAL PIPE TOOL CO LLC INVOICE	31336	SEWER CLEANING HOSE	2,263.60	
			Total:	2,263.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,263.60	
10225	NAPA AUTO PARTS OF COLUMBUS				
01/21/2020	INVOICE	675740	BEARING	4.24	
01/21/2020	INVOICE	675784	HOUSING, BEARING	16.94	
			Total:	21.18	
			Net of 2 Invoices / 0 Checks	21.18	
00021	NEBRASKA EMERGENCY SERVICE				
01/21/2020	INVOICE	2020DISP	2020 MEMBERSHIP-14 @15.00	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
00239	NEBRASKA HARVESTORE SYSTEMS				
01/21/2020	INVOICE	4494	BRUSH CONN/ FLT, HYD FLUID	899.31	
			Total:	899.31	
			Net of 1 Invoices / 0 Checks	899.31	
00131	NEBRASKA NOTARY ASSOCIATION				
01/21/2020	INVOICE	011220POL	NOTARY RENEWAL-ALYSSON PETERS	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00039	NEBRASKA RURAL WATER ASSOC				
01/21/2020	INVOICE	2020NRWA	2020 MEMBERSHIP RENEWAL	275.00	
			Total:	275.00	
			Net of 1 Invoices / 0 Checks	275.00	
03239	NEBRASKA SUPREME COURT				
01/21/2020	INVOICE	011220CLERK	2019 SUPPLEMENT AND INDEX	104.70	
			Total:	104.70	
			Net of 1 Invoices / 0 Checks	104.70	
00600	NEBRASKA-IOWA INDUSTRIAL				
01/21/2020	INVOICE	5943664	AERO LUBRICANT/WIPERS	208.97	
			Total:	208.97	
			Net of 1 Invoices / 0 Checks	208.97	
02038	NORTHEAST NEBRASKA CLERKS ASSO				
01/21/2020	INVOICE	2020-1	2020 DUES/J KLINE, M LUCKEY	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03245	NORTHEAST NEBRASKA SOLID				
01/21/2020	INVOICE	123119TR	LANDFILL CONTRACT CHARGES	54,987.93	
			Total:	54,987.93	
			Net of 1 Invoices / 0 Checks	54,987.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01946 01/21/2020	OBORNY DAVID INVOICE	010120FIRE	FOOD FOR SNOW STORM WORKERS	21.79	
			Total:	21.79	
			Net of 1 Invoices / 0 Checks	21.79	
00358 01/21/2020	OBRIST & CO INC INVOICE	19-327	SED #46	143,383.50	
			Total:	143,383.50	
			Net of 1 Invoices / 0 Checks	143,383.50	
03249 01/21/2020	OCCUPATIONAL HEALTH SERV INVOICE	65238	EMPLOYEE TESTING	319.00	
01/21/2020	INVOICE	65254	EMPLOYEE TESTING/VACCINATIONS	154.00	
			Total:	473.00	
			Net of 2 Invoices / 0 Checks	473.00	
03171 01/21/2020	OFFICENET INVOICE	932215-0	STORAGE BOXES	35.75	
01/21/2020	INVOICE	932121-0	FOLDERS	31.38	
01/21/2020	INVOICE	932541-0	PLANNER	9.57	
01/21/2020	INVOICE	932320-0	LABELS, COPYHOLDER	42.33	
01/21/2020	INVOICE	932134-0	INK CARTRIDGES, POST IT NOTES	218.45	
01/21/2020	INVOICE	932693-0	APPT BOOK	11.11	
01/21/2020	INVOICE	932570-0	PENCILS, PAD W/ CLIPBD	16.18	
01/21/2020	INVOICE	932591-0	TONER	632.62	
01/21/2020	INVOICE	932875-0	INK CARTRIDGE	78.86	
01/21/2020	INVOICE	932873-0	ENVELOPE MOISTENER	6.69	
01/21/2020	INVOICE	932874-0	PEN REFILLS	2.99	
01/21/2020	INVOICE	932692-0	#6 ENVELOPES	30.80	
01/21/2020	INVOICE	932006-0	LAMINATE	21.79	
01/21/2020	INVOICE	932008-0	AIRDUSTER CLEANER	5.86	
01/21/2020	INVOICE	932026-0	FOLDERS	18.16	
01/21/2020	INVOICE	931790-0	FRAMES, PENCILS	29.82	
01/21/2020	INVOICE	931838-0	TONER AND DRUM UNIT	385.95	
01/21/2020	INVOICE	932365-0	TONER, LEGAL PADS	129.47	
01/21/2020	INVOICE	932369-0	PENS	16.93	
01/21/2020	INVOICE	932363-0	RUBBERBAMDS	3.04	
01/21/2020	INVOICE	932393-0	LETTER TRAYS	23.70	
01/21/2020	INVOICE	932370-0	DRY ERASER/CLEANER	6.19	
01/21/2020	INVOICE	932413-0	FILE TABS, HANGING FOLDERS	104.98	
01/21/2020	INVOICE	932215-1	STORAGE BOXES	134.22	
01/21/2020	INVOICE	C932215-0	CREDIT STORAGE BOXES	(134.22)	
01/21/2020	INVOICE	932537-0	STORAGE BOXES	67.11	
01/21/2020	INVOICE	932649-0	CALENDAR	22.73	
01/21/2020	INVOICE	932566-0	MISC OFFICE SUPPLIES	102.43	
			Total:	2,054.89	
			Net of 28 Invoices / 0 Checks	2,054.89	
02852 01/21/2020	OLSON'S PEST TECHNICIANS INVOICE	160405	PEST CONTROL	47.00	
01/21/2020	INVOICE	160401	PEST CONTROL	47.00	
01/21/2020	INVOICE	160404	PEST CONTROL	52.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	146.00	
			Net of 3 Invoices / 0 Checks	146.00	
03251 01/21/2020	OMAHA WORLD HERALD INVOICE	I0000103134-1216	POLICE OFFICER ADS	1,193.96	
			Total:	1,193.96	
			Net of 1 Invoices / 0 Checks	1,193.96	
01451 01/21/2020	ONE CALL CONCEPTS INC INVOICE	9120121	LOCATE FEES	108.02	
			Total:	108.02	
			Net of 1 Invoices / 0 Checks	108.02	
01307 01/21/2020	ONE SOURCE INVOICE	1639-20191231	BACKGROUND CHECKS	32.00	
			Total:	32.00	
			Net of 1 Invoices / 0 Checks	32.00	
00176 01/21/2020	O'REILLY AUTOMOTIVE INC INVOICE	0681-429599	FILTERS	64.25	
01/21/2020	INVOICE	0681-429664	HINGE PIN KIT	8.11	
01/21/2020	INVOICE	0681-431529	PUMP	16.99	
01/21/2020	INVOICE	0681-429228	OIL PRESSURE SW	54.43	
01/21/2020	INVOICE	0681-431044	SOLDER, CONNECTOR, LIGHT	33.95	
01/21/2020	INVOICE	0681-431385	MINI FUSEHOL	7.98	
01/21/2020	INVOICE	0681-431346	FILTERS	63.49	
01/21/2020	INVOICE	0681-431060	FUEL HOSES, CLAMPS	6.75	
01/21/2020	INVOICE	0681-430789	CONNECTOR	31.99	
01/21/2020	INVOICE	0681-430613	SUPPLIES	82.45	
01/21/2020	INVOICE	0681-430130	BELTS	39.43	
01/21/2020	INVOICE	0681-430791	GREASE	44.90	
			Total:	454.72	
			Net of 12 Invoices / 0 Checks	454.72	
02052 01/21/2020	PANEL BUILDERS PLUS INC INVOICE	1955	REPAIR AIR SCRUBBER TANK	270.00	
			Total:	270.00	
			Net of 1 Invoices / 0 Checks	270.00	
01869 01/21/2020	PERFORMANCE PRINTING INC INVOICE	26076	BUSINESS CARDS - HEFTI	163.80	
01/21/2020	INVOICE	26076	BUSINESS CARDS - MCCARTHY	81.90	
01/21/2020	INVOICE	26075	BUSINESS CARDS - URKOSKI	56.42	
			Total:	302.12	
			Net of 3 Invoices / 0 Checks	302.12	
00345 01/21/2020	PETE LIEN & SONS INC. INVOICE	20POS/000031	QUICKLIME FINES RC LIME PLANT	5,348.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	5,348.91	
			Net of 1 Invoices / 0 Checks	5,348.91	
03258	PETTY CASH				
01/21/2020	INVOICE	CLERK	DECEMBER PETTY CASH REIMBURSEMENT	25.93	
01/21/2020	INVOICE	POLICE	PETTY CASH REIMBURSEMENTS	64.75	
01/21/2020	INVOICE	CLERK	PETTY CASH-TITLE & PLATE FEES	75.00	
			Total:	165.68	
			Net of 3 Invoices / 0 Checks	165.68	
03058	PLAINS EQUIPMENT GROUP				
01/21/2020	INVOICE	2327540	HY-GARD TM	411.18	
			Total:	411.18	
			Net of 1 Invoices / 0 Checks	411.18	
00155	PLATTE COUNTY				
01/21/2020	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,022.07	
			Total:	3,022.07	
			Net of 1 Invoices / 0 Checks	3,022.07	
01077	PLATTE VALLEY COMMUNICATIONS				
01/21/2020	INVOICE	121900242	FREIGHTLINER MAINT/INSTALL RADIO	1,055.00	
01/21/2020	INVOICE	121900231	ADDENDUM/MOTOROLA MAIN QUOTE	3,420.00	
			Total:	4,475.00	
			Net of 2 Invoices / 0 Checks	4,475.00	
02843	PRAETORIAN DIGITAL				
01/21/2020	INVOICE	010135-4572	EMS/FIRE PLATFORM SOLUTION SUBSCRIPTIONS	4,480.00	
			Total:	4,480.00	
			Net of 1 Invoices / 0 Checks	4,480.00	
03261	PRESTOX				
01/21/2020	INVOICE	5382232	PEST CONTROL	59.00	
01/21/2020	INVOICE	5390577	PEST CONTROL	45.00	
01/21/2020	INVOICE	5390576	PEST CONTROL	47.00	
			Total:	151.00	
			Net of 3 Invoices / 0 Checks	151.00	
00575	PRODUCTIVITY PLUS ACCT-TITAN				
01/21/2020	INVOICE	13463357 GP	SUPPLIES	338.58	
			Total:	338.58	
			Net of 1 Invoices / 0 Checks	338.58	
02768	PURKERSON TRAVIS				
01/21/2020	INVOICE	012520LIB	BALLOON ART PROGRAM 1/25/20	350.00	
			Total:	350.00	
			Net of 1 Invoices / 0 Checks	350.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10294 01/21/2020	QUICK MED CLAIMS INVOICE	16558	AMBULATORY GROUND DEPOSITS COLLECTED/DEC 20:	5,262.68	
			Total:	5,262.68	
			Net of 1 Invoices / 0 Checks	5,262.68	
03264 01/21/2020	REARDON LAWN & GARDEN INC INVOICE	062476	FULE LINE/SUPPLIES	17.38	
01/21/2020	INVOICE	2779567	SPARK PLUG AND LABOR	47.07	
01/21/2020	INVOICE	062457	CHAIN AND BAR	59.98	
01/21/2020	INVOICE	062461	BAR, CHAIN, BEARINGS, CLIP	64.46	
			Total:	188.89	
			Net of 4 Invoices / 0 Checks	188.89	
03265 01/21/2020	RECORDED BOOKS LLC INVOICE	76591419	MATERIALS	230.97	
			Total:	230.97	
			Net of 1 Invoices / 0 Checks	230.97	
00098 01/21/2020	REDSTONE VETERINARY CLINIC INVOICE	102163	ANIMAL CARE SERVICES	1,044.00	
			Total:	1,044.00	
			Net of 1 Invoices / 0 Checks	1,044.00	
03270 01/21/2020	SAPP BROS COLUMBUS INC INVOICE	1857629	FUEL	24.67	
01/21/2020	INVOICE	1858207	FUEL	21.60	
01/21/2020	INVOICE	1862142	FUEL	21.43	
01/21/2020	INVOICE	1862749	FUEL	23.25	
01/21/2020	INVOICE	2744348	FUEL	23.01	
01/21/2020	INVOICE	1864043	FUEL	19.22	
01/21/2020	INVOICE	2749715	FUEL	21.58	
01/21/2020	INVOICE	1867586	FUEL	20.32	
01/21/2020	INVOICE	2740958	FUEL	22.88	
01/21/2020	INVOICE	2741819	FUEL	20.17	
			Total:	218.13	
			Net of 10 Invoices / 0 Checks	218.13	
03268 01/21/2020	SAPP BROS PETROLEUM INC INVOICE	11422384	FUEL-NEW BLDG GENERATOR	2,295.00	
01/21/2020	INVOICE	11422535	FUEL	5,646.20	
01/21/2020	INVOICE	11422536	FUEL	618.30	
01/21/2020	INVOICE	11422385	FUEL	4,137.93	
01/21/2020	INVOICE	11413799	FUEL	5,000.50	
01/21/2020	INVOICE	11413800	FUEL	659.70	
01/21/2020	INVOICE	305606	FUEL	228.20	
			Total:	18,585.83	
			Net of 7 Invoices / 0 Checks	18,585.83	
00465 01/21/2020	SERVICEMASTER BY SHEVLIN INVOICE	6989	MONTHLY JANITORIAL SERVICES	2,085.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,085.00	
			Net of 1 Invoices / 0 Checks	2,085.00	
00171 01/21/2020	SETTJE PLUMBING INVOICE	12740	REPAIR STOOL IN MENS RR	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03276 01/21/2020	SHERWIN-WILLIAMS CO INVOICE	3114-3	SUPPLIES	182.65	
			Total:	182.65	
			Net of 1 Invoices / 0 Checks	182.65	
01090 01/21/2020	SHEVLIN SUPPLY INVOICE	4251	FACIAL TISSUE	67.94	
			Total:	67.94	
			Net of 1 Invoices / 0 Checks	67.94	
03277 01/21/2020	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M JAN	DECEMBER LEGAL SERVICES	5,807.45	
			Total:	5,807.45	
			Net of 1 Invoices / 0 Checks	5,807.45	
00203 01/21/2020	SIRSIDYNIX INVOICE	INV01336	SOFTWARE MAINTENANCE 1/1/20-12/31/20	16,946.89	
			Total:	16,946.89	
			Net of 1 Invoices / 0 Checks	16,946.89	
00134 01/21/2020	SLIVA CHUCK INVOICE	010920PUBWRK	MILEAGE TO PICKUP 5 NEW VEHICLES	92.00	
			Total:	92.00	
			Net of 1 Invoices / 0 Checks	92.00	
02814 01/21/2020	SOUTHERN CARLSON INC. INVOICE	CB40829947	QUICK COUPLER MALE SOCKET	4.83	
			Total:	4.83	
			Net of 1 Invoices / 0 Checks	4.83	
02510 01/21/2020	STATE FIRE MARSHAL TRAINING INVOICE	2593	HAZMAT AND FIREFIGHTER 1 CERTIFICATIONS	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
00105 01/21/2020	SUPER SAVER INVOICE	109774	FOOD AND KITCHEN SUPPLIES	93.60	
			Total:	93.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	93.60	
00110	SYSKO LINCOLN				
01/21/2020	INVOICE	261894967	FOOD AND SUPPLIES	1,089.96	
01/21/2020	INVOICE	261885329	FOOD AND SUPPLIES	857.56	
01/21/2020	INVOICE	261871147/26187528	FOOD AND SUPPLIES	2,176.28	
			Total:	4,123.80	
			Net of 3 Invoices / 0 Checks	4,123.80	
02743	TELECOMMUNICATION SYSTEMS INC.				
01/21/2020	INVOICE	04INV-000038046	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
02437	THOMAS CONNIE				
01/21/2020	INVOICE	122419LIBR	PROGRAM MILEAGE	50.63	
			Total:	50.63	
			Net of 1 Invoices / 0 Checks	50.63	
01563	THOMSON REUTERS - WEST				
01/21/2020	INVOICE	841656178	MCQUILLAN LAW OF MUNICIPAL CORPORATIONS	1,058.00	
			Total:	1,058.00	
			Net of 1 Invoices / 0 Checks	1,058.00	
00540	TIME WARNER CABLE				
01/21/2020	INVOICE	0000767010120	HD CONVERTER ACCT 8347 10 041 0000767	8.37	
			Total:	8.37	
			Net of 1 Invoices / 0 Checks	8.37	
03128	TIRE OUTLET INC				
01/21/2020	INVOICE	166920	TUBE REPAIR #88	25.00	
01/21/2020	INVOICE	167411	TIRE REPAIRS #4	120.00	
01/21/2020	INVOICE	167404	TIRE REPAIRS	10.00	
01/21/2020	INVOICE	166468	TIRE REPAIR	30.00	
01/21/2020	INVOICE	167099	TIRE REPAIR AND STEM	25.00	
01/21/2020	INVOICE	167033	TIRE REPAIR	10.00	
			Total:	220.00	
			Net of 6 Invoices / 0 Checks	220.00	
01435	TM CLEANING				
01/21/2020	INVOICE	182	SS STATION-JANITORIAL SERVICES	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
01/21/2020	INVOICE	462131	DEERSKIN GLOVES/MUNDIL	19.99	
01/21/2020	INVOICE	460453	BOOT SCRUBBER	19.99	
01/21/2020	INVOICE	460401	SOCKET SET	79.98	
01/21/2020	INVOICE	461964	DEERSKIN GLIVES-SMITH	19.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	460477	15W40 ALL FLEET OIL	114.97	
01/21/2020	INVOICE	460495	BOLTS, NUTS	44.63	
01/21/2020	INVOICE	463213	D HANDLE RATCHET, LITHIUM BATTERY	29.98	
Total:				329.53	
Net of 7 Invoices / 0 Checks				329.53	
00550	TRUCK CENTER COMPANIES				
01/21/2020	INVOICE	210367J	HEADLAMP	42.30	
01/21/2020	INVOICE	210425J	PARTS	25.49	
01/21/2020	INVOICE	210426J	PARTS	8.32	
01/21/2020	INVOICE	210447J	PARTS	8.32	
Total:				84.43	
Net of 4 Invoices / 0 Checks				84.43	
00357	TURFWERKS				
01/21/2020	INVOICE	0I49025	PARTS	404.95	
Total:				404.95	
Net of 1 Invoices / 0 Checks				404.95	
02326	TURTLE TRACKS				
01/21/2020	INVOICE	8928	BALLISTIC VEST - CIBORON	276.67	
01/21/2020	INVOICE	8928	BALLISTIC VEST -H JOHNSON	256.67	
01/21/2020	INVOICE	8928	BALLISTIC VEST- SPILKER	256.66	
Total:				790.00	
Net of 3 Invoices / 0 Checks				790.00	
01413	TWIN RIVERS VETERINARY CLINIC				
01/21/2020	INVOICE	137697/137701/1377	ANIMAL CARE SERVICES	770.20	
Total:				770.20	
Net of 1 Invoices / 0 Checks				770.20	
00384	TYPHOON WASH				
01/21/2020	INVOICE	11045	DELUXE WASH	7.50	
01/21/2020	INVOICE	11047	DELUXE WASH	7.50	
01/21/2020	INVOICE	11049	DELUXE WASH	7.50	
01/21/2020	INVOICE	11051	DELUXE WASH	7.50	
01/21/2020	INVOICE	11055	DELUXE WASH	7.50	
01/21/2020	INVOICE	11052	DELUXE WASH	7.50	
01/21/2020	INVOICE	11056	DELUXE WASH	7.50	
01/21/2020	INVOICE	11057	DELUXE WASH	7.50	
01/21/2020	INVOICE	11042	DELUXE WASH	7.50	
Total:				67.50	
Net of 9 Invoices / 0 Checks				67.50	
10298	TY'S OUTDOOR POWER & SERVICE				
01/21/2020	INVOICE	G078953	SPRING TRIP/RETURN, TAP-ENDS	45.46	
Total:				45.46	
Net of 1 Invoices / 0 Checks				45.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00032 01/21/2020	UNITED STATES INVOICE	POST OFFICE 1217	L PO BOX 1217 / 2020 FEE	356.00	
			Total: Net of 1 Invoices / 0 Checks	356.00 356.00	
00369 01/21/2020	UNIVERSITY OF INVOICE	NE-LINCOLN 021120PUBPROP	PROHORT UPDATE REGISTR 6 @ 28.00	168.00	
			Total: Net of 1 Invoices / 0 Checks	168.00 168.00	
00298 01/21/2020	UPS STORE INVOICE	777783	SHIPPING CHARGES-QUARTERMASTER	27.70	
			Total: Net of 1 Invoices / 0 Checks	27.70 27.70	
02341 01/21/2020	US CELLULAR INVOICE	0349531281	MONTHLY SERVICE CHARGES	43.68	
			Total: Net of 1 Invoices / 0 Checks	43.68 43.68	
00404 01/21/2020	USDA, APHIS INVOICE	3003339510	PERSONNEL COMPENSATION/PROGRAM SUPPORT	817.76	
			Total: Net of 1 Invoices / 0 Checks	817.76 817.76	
00664 01/21/2020	UTILITY SERVICE CO INC INVOICE	497720-21-22-23	QUARTERLY TANK CHARGES	14,163.18	
			Total: Net of 1 Invoices / 0 Checks	14,163.18 14,163.18	
03060 01/21/2020	VERIZON CONNECT NWF, INC. INVOICE	OSV000001986680	GPS SERVICE	35.95	
			Total: Net of 1 Invoices / 0 Checks	35.95 35.95	
01181 01/21/2020	VERIZON WIRELESS INVOICE	9845099492	MONTHLY SERVICE CHARGES	643.80	
01/21/2020	INVOICE	9845669954	CPD JETPACKS	480.22	
			Total: Net of 2 Invoices / 0 Checks	1,124.02 1,124.02	
03053 01/21/2020	VVS CANTEEN INVOICE	3600:867156	SUPPLIES	64.67	
			Total: Net of 1 Invoices / 0 Checks	64.67 64.67	
03154	WASTE CONNECTIONS OF NEBRASKA				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/21/2020	INVOICE	5479588	GARBAGE SERVICES	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
02708 01/21/2020	WELLNESS PARTNERS LLC INVOICE	3069	JAN 2020 NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
03302 01/21/2020 01/21/2020	WEMHOFF REFRIGERATION INC INVOICE INVOICE	13155 13148	TEMP CONTROL SERVICE ICE MACHINE	101.50 147.18	
			Total:	248.68	
			Net of 2 Invoices / 0 Checks	248.68	
00385 01/21/2020 01/21/2020	WEST POINT IMPLEMENT OF INVOICE INVOICE	I589389 I589392	STRAINER, FILTER ELEM PTO SHAFT	326.10 309.68	
			Total:	635.78	
			Net of 2 Invoices / 0 Checks	635.78	
02186 01/21/2020	WILLCO INC INVOICE	9719	EXTREME COAT GEN 1, GREY	3,358.00	
			Total:	3,358.00	
			Net of 1 Invoices / 0 Checks	3,358.00	
02571 01/21/2020	WILSON & COMPANY, INC INVOICE	87225	23RD ST COLUMBUS US HWY 30 CORRIDOR	2,505.95	
			Total:	2,505.95	
			Net of 1 Invoices / 0 Checks	2,505.95	
02797 01/21/2020	WPS GHA INVOICE	011320AMB	OVERPAYMENT REFUND - SHERRI WEGNER	633.74	
			Total:	633.74	
			Net of 1 Invoices / 0 Checks	633.74	
03305 01/21/2020 01/21/2020 01/21/2020	ZEE MEDICAL SERVICE INVOICE INVOICE INVOICE	125-016195 125-016637 125-016638	LARGE FULL METAL CABINET FIRST AID SUPPLIES FIRST AID SUPPLIES	299.95 67.65 38.40	
			Total:	406.00	
			Net of 3 Invoices / 0 Checks	406.00	
01444 01/21/2020	ZEGERS AUTOMOTIVE INVOICE	34122	BRAKE REPAIR	1,002.57	
			Total:	1,002.57	
			Net of 1 Invoices / 0 Checks	1,002.57	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00208 01/21/2020	ZOLL MEDICAL CORPORATION INVOICE	2987644	ELECTRODES	372.27	
			Total:	372.27	
			Net of 1 Invoices / 0 Checks	372.27	
			invoices and 0 checks for 171 vendors:	1,719,079.26	

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, January 20, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a permit to move a house from 2510 22 Street to a location outside of the city's jurisdiction on February 9, 2020, at 6 a.m. and at said time and place you may appear and be heard. Moving route is from 2510 22 Street east on 22 Street to 25 Avenue, north on 25 Avenue to 23 Street, west on 23 Street to Highway 81, northwest on Highway 81 to 63 Avenue, north on 63 Avenue continuing on to Brainard, Nebraska.

Dated this 9 day of January, 2020.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 01:09:20
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: January 8, 2020
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: House Moving 2510 22nd Street

RECOMMENDATION:

I recommend approval of the building moving permit.

DISCUSSION:

We have received an application from RJ House moving to move a house from 2510 22nd Street to Brainard NE. The route throughout the 2-mile zone has been approved and I recommend approval of the permit.

FISCAL IMPACT:

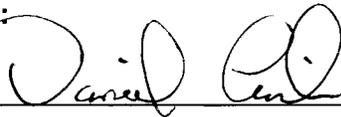
None

ALTERNATIVE:

Deny the moving Permit

SIGNATURE:

By: _____



Approved By: _____



2510 22nd St.

CITY OF COLUMBUS
APPLICATION FOR BUILDING MOVING

A PERMIT IS HEREBY REQUESTED TO MOVE THE FOLLOWING BUILDING OR STRUCTURE OUT OF, WITHIN OR THROUGH THE CITY OF COLUMBUS, IN ACCORDANCE WITH TITLE XI, CHAPTER 114 OF THE COLUMBUS CITY CODE, ANY CHANGES FROM THE APPROVED MOVING DATE AND TIME MUST BE SUBMITTED IN WRITING TO THE BUILDING OFFICIAL.

BUILDING MOVER AND EQUIPMENT

NAME Ron Jecha R. J. House Moving
ADDRESS 3040 X Road
CITY Brainard STATE Ne. ZIP 68626
TELEPHONE 402-890-7520
LICENSED YES NO INSURED: YES NO
(Per Section 114.05 of Columbus City Code)

TYPE OF EQUIPMENT TO BE USED IN MOVING: _____

Please attach a certificate from the County Treasurer showing that all taxes and special assessments then due against the building and lot on which the building stands have been paid. Check if attached.

BUILDING TO BE MOVED

DESCRIPTION OF THE BUILDING: 28'6" L X 30' W
CURRENT ADDRESS OF BUILDING: 2510 22nd St.
CURRENT LEGAL DESCRIPTION: LOT NO. 6 BLOCK NO. 16
ADDITION/SUBDIVISION Parcel ID # 710106869 Phillips 3rd Columbus
FLOOR AREA (Sq. Feet) 858 sq ft.

A photograph of the building is required. Check if attached.

LOCATION TO BE MOVED TO

ADDRESS: ~~63 ave X 53rd St~~ 3040 X ROAD, BRAINARD NE. 68626
LEGAL DESCRIPTION; LOT NO, _____ BLOCK NO, _____ ADDITION/SUBDIVISION 2-11-W-SE-SW TR 100' X 344' cont. - .79 AC
LOT SIZE: _____ X _____ = 858 SQUARE FEET
NUMBER OF STORIES WHEN COMPLETED: 1 story
PROPOSED USE OF THE BUILDING AT THE NEW SITE: Single family house.

BUILDING OWNER

NAME Randy C. Johnson
ADDRESS 1904 55th St.
CITY Columbus STATE Ne. ZIP 68601
TELEPHONE 402-276-1324

2510 22nd St House

The application shall be submitted to the City Clerk along with the required fee at least 21 calendar days before the Planning Commission meeting at which the application will be considered. The City Clerk shall then schedule the application for public hearing before the Planning Commission and before the City Council. The Building Official will report on the application for a moving permit to the Planning Commission, which shall investigate the matter. The Planning Commission, following ten days notice as required by the Notice provisions set forth in Section 114.12 of Columbus City Code, shall hold a public hearing and following such public hearing, shall recommend to the City Council the granting or denial of the permit. The City Council, after the ten day notice and publication requirements of Section 114.12 of Columbus City Code have been complied with, shall hold a public hearing thereon, and following such public hearing shall grant or deny the permit.

NOTIFICATIONS AS REQUIRED

	NOTIFICATION ACKNOWLEDGED BY:	DATE
TELEPHONE:	<u>[Signature]</u>	<u>11-13-19</u>
ELECTRICAL:	<u>[Signature]</u>	<u>11-22-19</u>
CABLE TV:	<u>[Signature]</u>	<u>11/11/19</u>
NATURAL GAS:	<u>[Signature]</u>	<u>11-13-19</u>
POLICE DEPARTMENT:	<u>[Signature]</u>	<u>11/22/19</u>
STREET DEPARTMENT:	<u>[Signature]</u>	<u>11/19/19</u>
FIRE DEPARTMENT:	<u>[Signature]</u>	<u>11/13/19</u>
COUNTY HIGHWAY DEPARTMENT IF APPLICABLE:	<u>Jane L Cromwell</u>	<u>11-13-19</u>
<u>RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:</u>		

COUNTY SHERIFF DEPARTMENT	<u>[Signature]</u>	<u>11/13/19</u>

REQUIRED HEARING NOTICE AND PUBLICATION

Prior to consideration of a building moving application by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. Posted Notice: Notice shall be posted in a conspicuous place on or near the property to which said house or building is to be moved (unless it is being moved outside the City) and on or near the building to be moved at least ten (10) days prior to the date of such public hearing. Each notice shall not be less than eighteen inches (18") in height and twenty-four inches (24") in width, with black letters of not less than one and one-half inches (1 1/2") in height on yellow or white background. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period of time and in the event any sign is removed, the applicant to make sure the signs remain posted for the ten day period of time and In the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period

3. Notice of Publication: At least ten days before the date of the hearing the City Clerk, at the expense of the applicant, shall have published in a daily newspaper having a general circulation in the City of Columbus a notice of the time, place and subject matter of such hearing. Said notice shall also contain the designated moving route. Notice by Personal Service or Mail: The applicant for such moving permit shall either personally serve or mail to the owners of all real estate within 300 feet of the real estate onto which the building is to be moved a written notice of the request for moving permit, setting forth the legal description and address of the location of the property onto which the building is to be moved along with the date, time and place of such hearing at least ten days prior to the date of such hearing

4. Affidavit of Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Hearing Notice Compliance. Said Affidavit shall verify that all notice requirements of this section have been complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's Office.

NOTICE OF MOVING ROUTE

- (A) Prior to the actual move of a building, the applicant for such moving permit shall provide Notice of the Move by publication in a daily newspaper having a general circulation in the City in a form as provided for in the Permit Application. The Notice shall be published at least seven (7) days before the scheduled move and shall contain the designated moving route and include notification that electrical power to the businesses or residences along the moving route may be affected by the move. The notice shall contain the name, address and telephone number of the following: the building owner, the building mover, and the utility companies. The notice shall also set forth the date of the move, an alternate date for such move, and a time frame within which the move is to take place.
- (B) The applicant shall be responsible for filing an Affidavit of Publication provided by the Columbus Telegram with the City Clerk. The affidavit shall be filed before the move commences and shall verify that the notice requirement of this section has been complied with.

INDEMNIFICATION AND HOLD HARMLESS

By signing and submitting this application, as the building mover I understand and agree that should my permit/license be granted: I shall fully protect the City for damages sustained to persons or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and keep the City harmless from any and all suits, costs, judgments, exactions, executions and liabilities as to personal injuries or property damage in connection with, or related to, either directly or indirectly, any building move or the issuance of such permit/license.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND THAT I AGREE TO ABIDE BY ANY AND ALL PROVISIONS MADE BY AUTHORIZED CITY OFFICIALS OR BOARDS OR ORDINANCES OF THE CITY OF COLUMBUS, UPON WHICH THIS APPLICATION IS BASED. THE UNDERSIGNED AGREES TO READ AND ABIDE BY ALL PROVISIONS OF THE CITY COAD REGULATING BUILDING MOVING, SECTIONS 114.01 TO 114.25.

DATE _____ Randy C. Johnson
OWNER OF BUILDING (Signature Required)

FEES _____ Rajesh DBA RJ KOLS
BUILDING MOVER (Signature Required) 11/20/11

RECEIPT NO. _____

BUILDING INSPECTION

BUILDING INSPECTED BY: Ken Jinner

CONDITION SATISFACTORY FOR MOVING: YES NO _____

BUILDING INSPECTOR

PLANNING COMMISSION APPROVED _____ DENIED _____ DATE _____

CITY COUNCIL APPROVED _____ DENIED _____ DATE _____

PERMIT NO. _____ ISSUED _____

WORK COMPLETED DATE: _____

MOVING DATE

DATE: Feb 9th 2020 TIME WHICH THE BUILDING WILL BE MOVED: 6:00 AM

LENGTH OF TIME REQUIRED FOR MOVING: 1 hr approximately

ROUTE (Attach map):

HEIGHT & WIDTH

HEIGHT (When Loaded): 17 FEET 11 INCHES

Should the building in its height exceed 18 feet, a request to allow the same shall be submitted along with the application for moving permit setting forth the height of the loaded building. The notices required under Section 114.12 shall include the proposed request to exceed the height limitation and shall set forth the loaded height of the building to be moved. After public hearings before each such body, the Planning Commission and the City Council shall take such action as set forth in Section 114.08. The Planning Commission and the Mayor and City Council shall take into consideration those factors set forth in Sections 114.14 and 114.15 of the City Code.

WIDTH (including any overhang or extension): 34 FEET 0 INCHES

The maximum width is the narrowest street or road width on the designated route. The street or road width shall be defined as the maintained surface. The width includes the eaves or any other extension of the building.

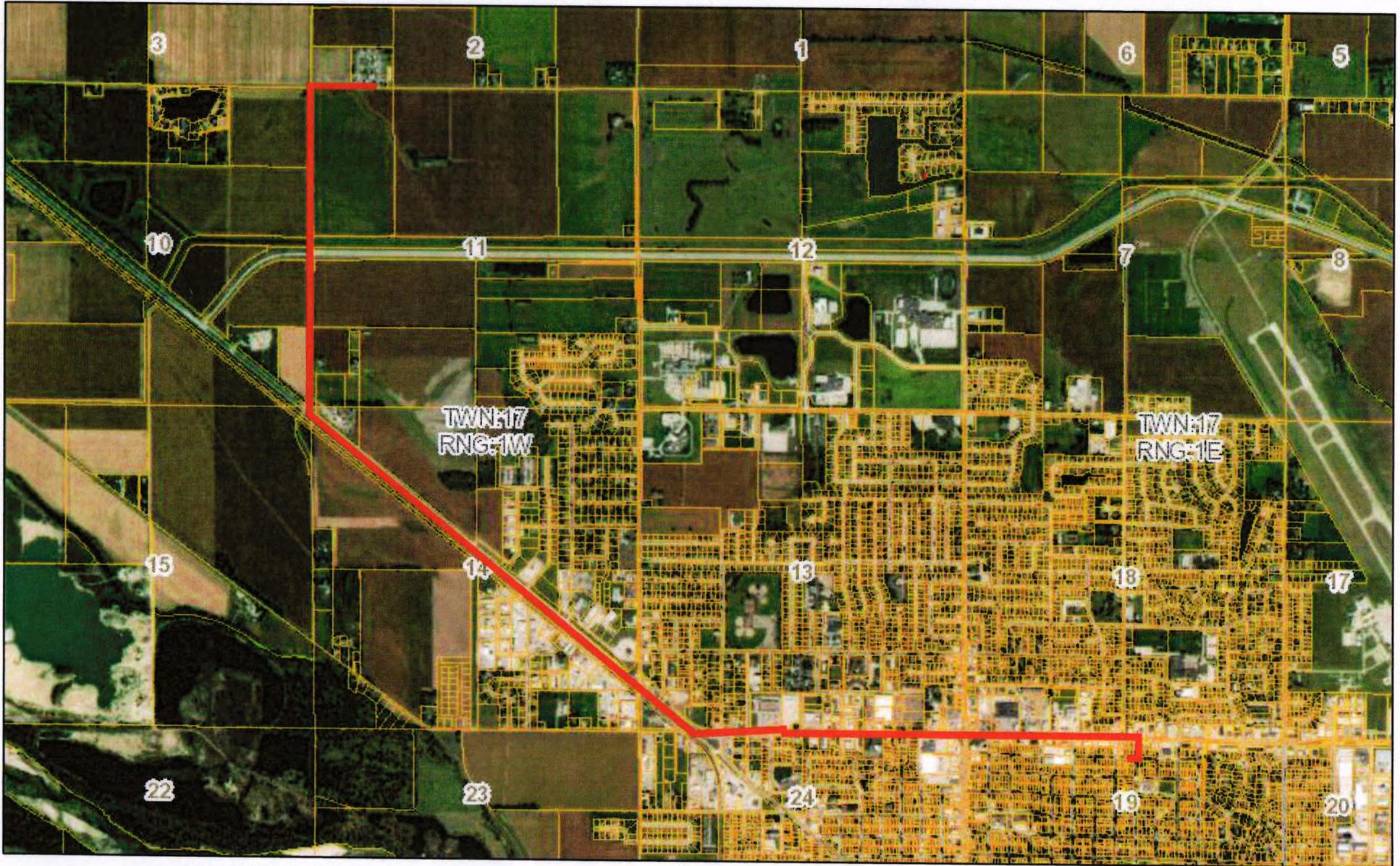
In addition, the following documents must accompany this application:

- _____ 1. A signed statement from electric, telephone and cable companies and also from any railroad, telegraph or other utility company that has lines crossing the proposed route that said move meets with their approval. If said move will interfere with said utility company, the signed statement must contain the nature and duration of the interference, the portions of the City to be affected and whether said utility company has approved the move.
- _____ 2. Certification from the Police Chief or designee that he or his designee has reviewed the date, time, and route along with any recommendations for the move.
- _____ 3. Verification that the Building Official has inspected the building to determine the feasibility of moving it and compliance with Chapter 14 of the City Code once relocated, and that following such inspection he has approved the building for the move subject to a list of what, if any, changes, alterations or corrections need to be made to the building once relocated. The building permit obtained for said relocated building shall require said list of changes, alterations or corrections to be complied with.
- _____ 4. Verification that the Building Official has ascertained that the size, condition, proposed use and proposed construction alterations are in accordance with the Zoning Regulations of the City.
- _____ 5. Verification that a building permit has been applied for and approved for the relocated building.
- _____ 6. A signed statement from a tree service insured and registered with the City of Columbus as provided for in Section 96-11 of the Columbus City Code stating that any needed trimming of trees or shrubbery will not damage or otherwise disturb said trees or shrubbery.

2510



→ ONTO BRAINARD FROM HERE



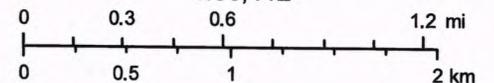
November 11, 2019

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Townships
- Sections

START AT: 2516 22ND ST ; 2510 22ND ST.
 EAST ON 22nd St to 25^E AVE
 NORTH ON 25^E AVENUE to 23rd Street +
 WEST ON 23rd St to HWY 81
 NW ON HWY 81 to 63rd Ave
 NORTH ON 63rd Ave to 53rd St

1:36,112



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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, January 20, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a permit to move a house from 2518 22 Street to a location outside of the city's jurisdiction on February 2, 2020, at 6 a.m. and at said time and place you may appear and be heard. Moving route is from 2518 22 Street east on 22 Street to 25 Avenue, north on 25 Avenue to 23 Street, west on 23 Street to Highway 81, northwest on Highway 81 to 63 Avenue, north on 63 Avenue to 6122 53 Street.

Dated this 9 day of January, 2020.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 01:09:20
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: January 8, 2020
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: 2518 22nd Street Building Moving Permit

RECOMMENDATION:

I recommend approval of the building moving permit from 2518 22nd Street to 6122 53rd Street.

DISCUSSION:

We have received an application from RJ House movers to move a house from 2518 22nd Street to 6122 53rd Street. The house has been inspected and necessary code corrections will be completed before occupancy is approved.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Permit

SIGNATURE:

By:  _____

Approved By:  _____

2518 22nd st

CITY OF COLUMBUS
APPLICATION FOR BUILDING MOVING

A PERMIT IS HEREBY REQUESTED TO MOVE THE FOLLOWING BUILDING OR STRUCTURE OUT OF, WITHIN OR THROUGH THE CITY OF COLUMBUS, IN ACCORDANCE WITH TITLE XI, CHAPTER 114 OF THE COLUMBUS CITY CODE, ANY CHANGES FROM THE APPROVED MOVING DATE AND TIME MUST BE SUBMITTED IN WRITING TO THE BUILDING OFFICIAL.

BUILDING MOVER AND EQUIPMENT

NAME Bon Jecha R. J. House Moving
ADDRESS 3040 X Road
CITY Brainard STATE Mo. ZIP 68626
TELEPHONE 402-840-7520
LICENSED YES NO INSURED: YES NO
(Per Section 114.05 of Columbus City Code)

TYPE OF EQUIPMENT TO BE USED IN MOVING: _____

Please attach a certificate from the County Treasurer showing that all taxes and special assessments then due against the building and lot on which the building stands have been paid. Check if attached.

BUILDING TO BE MOVED

DESCRIPTION OF THE BUILDING: 25'-W X 48'-L single story
CURRENT ADDRESS OF BUILDING: 2518 22nd st.
CURRENT LEGAL DESCRIPTION: LOT NO. 5 BLOCK NO. 16
ADDITION/SUBDIVISION Parcel ID: #710106862 Phillips 3rd Columbus
FLOOR AREA (Sq. Feet) 1,200 sq ft. e.

A photograph of the building is required. Check if attached.

LOCATION TO BE MOVED TO

ADDRESS: ~~3040 X 53rd st~~ 6122 - 53RD ST
LEGAL DESCRIPTION; LOT NO, _____ BLOCK NO, _____ ADDITION/SUBDIVISION 2-17-1W-SE-SW
PR 100 X 344' CONT - .79 AC
LOT SIZE: _____ X _____ = 1,200 SQUARE FEET
NUMBER OF STORIES WHEN COMPLETED: 1 story
PROPOSED USE OF THE BUILDING AT THE NEW SITE: Single family home.

BUILDING OWNER

NAME Bandy C. Johnson
ADDRESS 1904 55th st.
CITY Columbus STATE Mo. ZIP 68601
TELEPHONE 402-276-1324

2518 22nd St House

The application shall be submitted to the City Clerk along with the required fee at least 21 calendar days before the Planning Commission meeting at which the application will be considered. The City Clerk shall then schedule the application for public hearing before the Planning Commission and before the City Council. The Building Official will report on the application for a moving permit to the Planning Commission, which shall investigate the matter. The Planning Commission, following ten days notice as required by the Notice provisions set forth in Section 114.12 of Columbus City Code, shall hold a public hearing and following such public hearing, shall recommend to the City Council the granting or denial of the permit. The City Council, after the ten day notice and publication requirements of Section 114.12 of Columbus City Code have been complied with, shall hold a public hearing thereon, and following such public hearing shall grant or deny the permit.

NOTIFICATIONS AS REQUIRED

	NOTIFICATION ACKNOWLEDGED BY:	DATE
TELEPHONE:	<i>[Signature]</i>	11-13-19
ELECTRICAL:	<i>[Signature]</i>	11-22-19
CABLE TV:	<i>[Signature]</i>	11/11/19
NATURAL GAS:	<i>[Signature]</i>	11-13-19
POLICE DEPARTMENT:	<i>[Signature]</i>	11/22/19
STREET DEPARTMENT:	<i>[Signature]</i>	11/19/19
FIRE DEPARTMENT:	<i>[Signature]</i>	11/13/19
COUNTY HIGHWAY DEPARTMENT IF APPLICABLE:	Jane L. Cromwell	11-13-19
RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:		

COUNTY SHERIFF DEPARTMENT	<i>[Signature]</i>	11/13/19

REQUIRED HEARING NOTICE AND PUBLICATION

Prior to consideration of a building moving application by the Planning Commission and by the City Council, notice of public hearing before the Planning Commission and before the City Council shall be provided as follows:

1. Posted Notice: Notice shall be posted in a conspicuous place on or near the property to which said house or building is to be moved (unless it is being moved outside the City) and on or near the building to be moved at least ten (10) days prior to the date of such public hearing. Each notice shall not be less than eighteen inches (18") in height and twenty-four inches (24") in width, with black letters of not less than one and one-half inches (1 1/2") in height on yellow or white background. Such posted notice shall be so placed upon such premises that it is easily visible from the street nearest the same. It shall be the duty of the applicant to make sure the signs are laminated or otherwise protected from the weather so that they remain visible and legible for said ten-day period of time and in the event any sign is removed, the applicant to make sure the signs remain posted for the ten day period of time and In the event any sign is removed, mutilated, destroyed or changed, it shall be the duty of the applicant to promptly post a new sign for the remainder of the ten-day period.

3. Notice of Publication: At least ten days before the date of the hearing the City Clerk, at the expense of the applicant, shall have published in a daily newspaper having a general circulation in the City of Columbus a notice of the time, place and subject matter of such hearing. Said notice shall also contain the designated moving route. Notice by Personal Service or Mail: The applicant for such moving permit shall either personally serve or mail to the owners of all real estate within 300 feet of the real estate onto which the building is to be moved a written notice of the request for moving permit, setting forth the legal description and address of the location of the property onto which the building is to be moved, along with the date, time and place of such hearing at least ten days prior to the date of such hearing.

4. Affidavit of Compliance: The applicant shall be responsible for filing with the City Clerk on the date of the hearing an Affidavit of Hearing Notice Compliance. Said Affidavit shall verify that all notice requirements of this section have been complied with. Said Affidavit shall be submitted on a form approved by the City Clerk's Office.

NOTICE OF MOVING ROUTE

- (A) Prior to the actual move of a building, the applicant for such moving permit shall provide Notice of the Move by publication in a daily newspaper having a general circulation in the City in a form as provided for in the Permit Application. The Notice shall be published at least seven (7) days before the scheduled move and shall contain the designated moving route and include notification that electrical power to the businesses or residences along the moving route may be affected by the move. The notice shall contain the name, address and telephone number of the following: the building owner, the building mover, and the utility companies. The notice shall also set forth the date of the move, an alternate date for such move, and a time frame within which the move is to take place.
- (B) The applicant shall be responsible for filing an Affidavit of Publication provided by the Columbus Telegram with the City Clerk. The affidavit shall be filed before the move commences and shall verify that the notice requirement of this section has been complied with.

INDEMNIFICATION AND HOLD HARMLESS

By signing and submitting this application, as the building mover I understand and agree that should my permit/license be granted: I shall fully protect the City for damages sustained to persons or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and keep the City harmless from any and all suits, costs, judgments, exactions, executions and liabilities as to personal injuries or property damage in connection with, or related to, either directly or indirectly, any building move or the issuance of such permit/license.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS CORRECT AND THAT I AGREE TO ABIDE BY ANY AND ALL PROVISIONS MADE BY AUTHORIZED CITY OFFICIALS OR BOARDS OR ORDINANCES OF THE CITY OF COLUMBUS, UPON WHICH THIS APPLICATION IS BASED. THE UNDERSIGNED AGREES TO READ AND ABIDE BY ALL PROVISIONS OF THE CITY COAD REGULATING BUILDING MOVING, SECTIONS 114.01 TO 114.25.

DATE _____ Dandy C. Johnson
OWNER OF BUILDING (Signature Required)

FEES _____ Pragya D.C.P. B.J. House moving
BUILDING MOVER (Signature Required)

RECEIPT NO. _____

BUILDING INSPECTION

BUILDING INSPECTED BY: Ken Starnes

CONDITION SATISFACTORY FOR MOVING: YES NO _____

BUILDING INSPECTOR

PLANNING COMMISSION APPROVED _____ DENIED _____ DATE _____

CITY COUNCIL APPROVED _____ DENIED _____ DATE _____

PERMIT NO. _____ ISSUED _____

WORK COMPLETED DATE: _____

MOVING DATE

DATE: Feb 2, 2020 TIME WHICH THE BUILDING WILL BE MOVED: 6:00 Am

LENGTH OF TIME REQUIRED FOR MOVING: 1 hr approximately

ROUTE (Attach map):

HEIGHT & WIDTH

HEIGHT (When Loaded): 17 FEET 09 INCHES

Should the building in its height exceed 18 feet, a request to allow the same shall be submitted along with the application for moving permit setting forth the height of the loaded building. The notices required under Section 114.12 shall include the proposed request to exceed the height limitation and shall set forth the loaded height of the building to be moved. After public hearings before each such body, the Planning Commission and the City Council shall take such action as set forth in Section 114.08. The Planning Commission and the Mayor and City Council shall take into consideration those factors set forth in Sections 114.14 and 114.15 of the City Code.

WIDTH (including any overhang or extension): 28 FEET 6 INCHES

The maximum width is the narrowest street or road width on the designated route. The street or road width shall be defined as the maintained surface. The width includes the eaves or any other extension of the building.

In addition, the following documents must accompany this application:

- _____ 1. A signed statement from electric, telephone and cable companies and also from any railroad, telegraph or other utility company that has lines crossing the proposed route that said move meets with their approval. If said move will interfere with said utility company, the signed statement must contain the nature and duration of the interference, the portions of the City to be affected and whether said utility company has approved the move.
- _____ 2. Certification from the Police Chief or designee that he or his designee has reviewed the date, time, and route along with any recommendations for the move.
- _____ 3. Verification that the Building Official has inspected the building to determine the feasibility of moving it and compliance with Chapter 14 of the City Code once relocated, and that following such inspection he has approved the building for the move subject to a list of what, if any, changes, alterations or corrections need to be made to the building once relocated. The building permit obtained for said relocated building shall require said list of changes, alterations or corrections to be complied with.
- _____ 4. Verification that the Building Official has ascertained that the size, condition, proposed use and proposed construction alterations are in accordance with the Zoning Regulations of the City.
- _____ 5. Verification that a building permit has been applied for and approved for the relocated building.
- _____ 6. A signed statement from a tree service insured and registered with the City of Columbus as provided for in Section 96-11 of the Columbus City Code stating that any needed trimming of trees or shrubbery will not damage or otherwise disturb said trees or shrubbery.

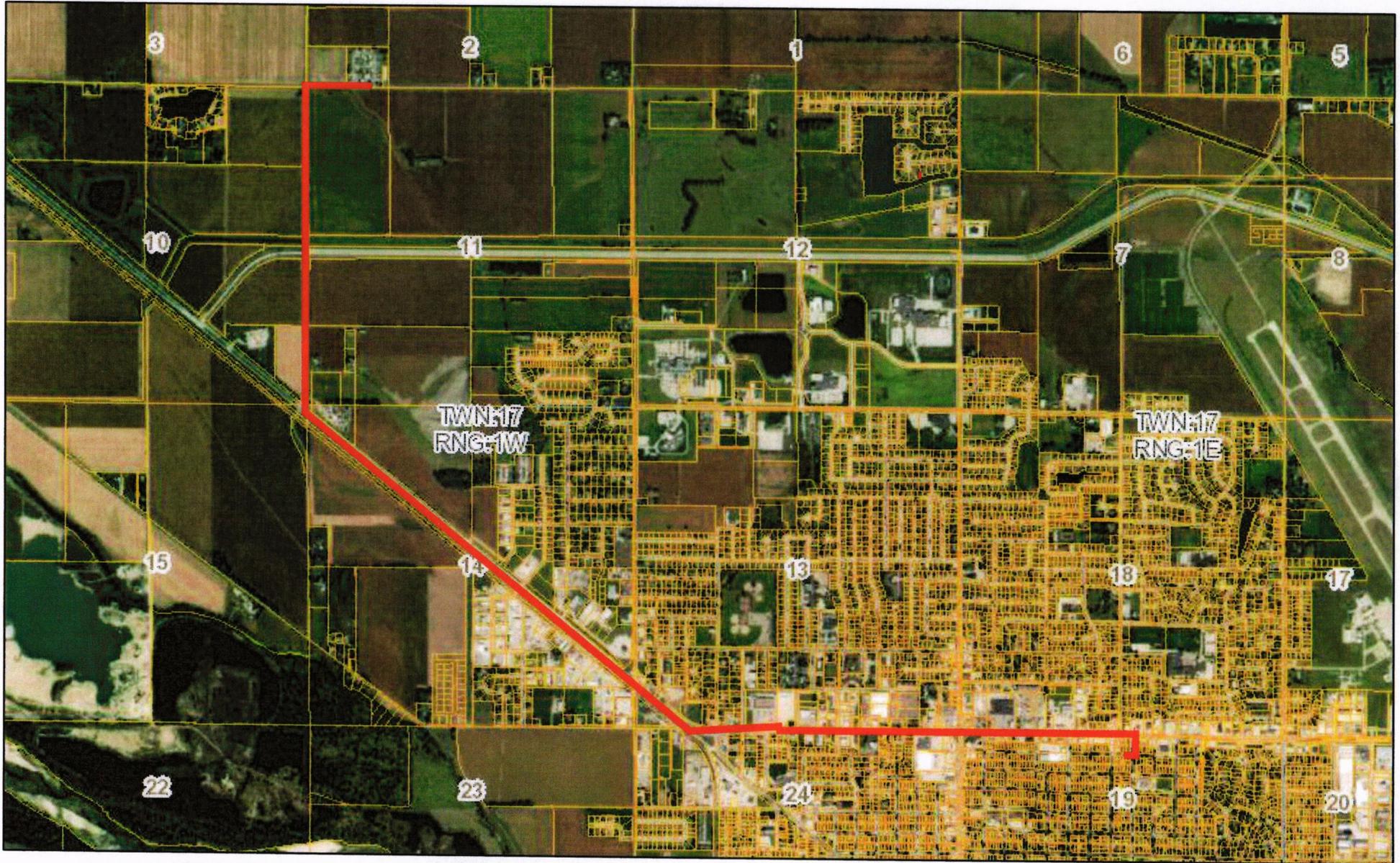
2518



2518

site plan for house move of 2518 22nd St
to Randy C. Johnson property site.





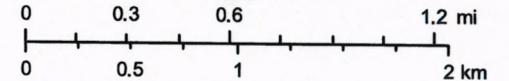
November 11, 2019

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- Parcels
- Townships
- Sections

START AT: 2510 22ND ST; 2510 22ND ST.
 EAST ON 22ND ST TO 25^E AVE
 NORTH ON 25^E AVENUE TO 23rd Street
 WEST ON 23rd St TO HWY 81
 NW ON HWY 81 TO 63rd AVE
 NORTH ON 63RD AVE TO 53rd St

1:36,112



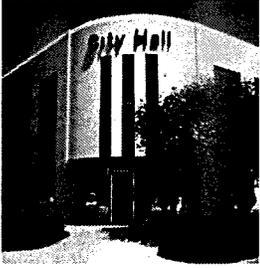
**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF COLUMBUS, NEBRASKA**

Notice is hereby given that a public hearing before the City Council of the City of Columbus, Nebraska, will be held January 20, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to receive a report of activities from the Citizen's Advisory Review Committee in accord with the Columbus Economic Development Plan and at said time and place you may appear and be heard.

Dated this 9 day of January, 2020

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 01:09:20
One Affidavit of Publication



The City of **Columbus**

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

memorandum

DATE: January 7, 2020
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator 
RE: Citizens Advisory Review Committee (CARC) semi-annual report

A current fund account balance is attached here.

The voters reauthorized LB840 in November, 2018. Both referendums (funding and plan approval) were approved by over 60%. In April 2019 the sales tax collection for the economic development fund began. The 1st revenue from the sales tax collection was received in June from the Nebraska Department of Revenue.

The Citizens Advisory Review Committee reviewed an application for funding in November. That application is currently tabled after the CARC requested more information from the applicant.

Three separate businesses have inquired about the Economic Development funds within the last couple of months. We expect to receive applications for some or all of those projects in 2020.

In 2019 the CARC and City Council approved a grant of \$91,540 to Prairie Catalytic. The project was completed but the funds were not distributed to the company. The City was notified recently that Prairie Catalytic is in receivership.

David Bell retired from Loup Public Power this month. The Columbus Economic Development Plan designates that the Co-Chair of the Columbus Economic Council fill one of the Co-Program Administrator position with the City Administrator. Todd Duren will fill that role on the CARC.

CONCURRENCE:

Todd Duren, Co-Chair CARC

**Progress and Jobs Growth
Activity Through December 31, 2019**

	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018	9/30/2019	12/31/2019
Revenues:							
Sales Tax	300,000.00	300,000.00	300,000.00	285,336.11		182,833.95	122,575.20
Federal Grants	-						
Local Grants	-						
Interest	7,918.87	9,053.44	16,311.97	16,610.34	21,429.44	18,086.42	707.95
Miscellaneous Receipts						500.00	
Loan Payments							
Maine Plastics	63,675.00						
Monster Storage, LLC		30,000.00	30,000.00	30,000.00	60,000.00	-	-
Apogee Retail LLC		40,000.00					
Blazer LLC			39,154.06	61,560.00	61,560.00	68,750.00	24,960.00
Central American Foods				10,000.00			
DiStar Industries					13,970.00	28,094.00	7,662.00
Total Revenues	371,593.87	379,053.44	385,466.03	403,506.45	156,959.44	298,264.37	155,905.15
Expenditures:							
Professional	2,303.75						
Blazer, LLC		300,000.00			150,000.00		
Cargill Project			500.00	125,986.88			
East Industrial Park Survey		11,500.00					
Marriott				30,000.00			
DiStar Industries, LLC				120,000.00			
Columbus Hydraulics, LLC						600,000.00	
Workforce Housing Matching					750,000.00		
Columbus Area Chamber of Commerce						20,000.00	
Total Expenditures	2,303.75	311,500.00	500.00	275,986.88	900,000.00	620,000.00	-
Net	369,290.12	67,553.44	384,966.03	127,519.57	(743,040.56)	(321,735.63)	155,905.15
Beginning Fund Balance	1,152,193.46	1,521,483.58	1,589,037.02	1,974,003.05	2,101,522.62	1,358,482.06	1,036,746.43
Ending Fund Balance	1,521,483.58	1,589,037.02	1,974,003.05	2,101,522.62	1,358,482.06	1,036,746.43	1,192,651.58

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
January 13, 2020

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on January 13, 2020, at 4:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

- 1. Statement of Compliance with Open Meetings Act and Roll Call:** Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, Prent Roth, and Ron Schilling. City staff members present included City Engineer Rick Bogus and City Clerk Janelle Kline.
- 2. Request from Panda, Inc. to vacate the alley between 25 and 26 Avenues and 22 and 23 Streets (Block 16, Phillips 3rd Addition, and Block 8, Pearsall's 2nd Addition).** Tom Maul, attorney on behalf of the applicant, explained the plans to vacate the alley in order to relocate the drive-through for Arby's restaurant. Maul referred to the monitoring wells located on the property, distributed an illustration showing the location of the wells, and said he spoke to the Department of Environmental Quality and noted that he assured them there would still be access to the two wells located on the edge of the alley. Andrew D'Agosto, Vice President of Panda, Inc. dba Arby's, described the plans to construct a small building for a freezer outside by the back door and said it could be built in a manner that could be moved for easy access to utilities and Bogus noted that the easement could possibly be written around the building if there is adequate space. Cliff Meays, 2260 25 Avenue and owner of adjacent property, inquired whether the involuntary acquisition of a portion of the alley would increase his property taxes and he was advised to contact the county assessor. Meays also expressed concerns regarding the type of fence that would be used for screening and D'Agosto said he would be in contact with him to discuss options. Bogus pointed out that a Letter of Understanding clarifying the terms would be required as part of the vacation process. A recommendation was made to the mayor and city council to approve the request to vacate the alley between 25 and 26 Avenues and 22 and 23 Streets contingent on receiving a Letter of Understanding and that the applicant be responsible for all associated costs with a motion by Bahr and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
- 3. Adjournment:** The meeting adjourned at 4:21 p.m. with a motion by Kresha and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".

OFFICE OF THE CITY CLERK
: Janelle Kline

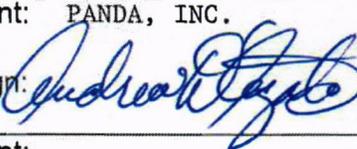
PETITION

Honorable Mayor and Members of the City Council
City of Columbus

We, the undersigned, owners of property representing more than 75 percent of the street or alley adjacent property, hereby ask and petition that the necessary action be taken to vacate the following street or alley:

The alley located between 25th and 26th Avenues in Block 16, Phillips 3rd
Addition and Block 8 of Pearsall's 2nd Addition to the City of Columbus, NE

and we hereby respectively waive any and all damages or claims for damages by reason of said vacating.

Property Owner(s)	Date	Mailing Address	Abutting No. of Feet
Print: PANDA, INC. Sign: 	12/9/19	13911 Gold Circle #130 Omaha, NE 68144-2376	354.12
Print: Sign:			

CITY OF COLUMBUS
VACATION OF STREET OR ALLEY REQUEST FORM
OF
PANDA, INC.

3. Brief explanation of why this vacation is being requested.

Panda, Inc. is the owner of the Arby's Restaurant in Columbus, Nebraska, and is the owner of Lots 1, 2, 3 and 4 in Block 8 of Pearsall's 2nd Addition and the adjacent Lots 3, 4, 5 and 6 in Block 16 of Phillips 3rd Addition to Columbus, Platte County, Nebraska. The Arby's restaurant is located on Lots 3 and 4 in Block 16, Phillips 3rd Addition and there are parking lots on Lots 1, 2, 3 and 4 in Block 8, Pearsall's Addition, and a proposed parking lot on Lot 5 of Block 16 of Phillips 3rd and a proposed drive-through lane across Lot 6 of Block 16, Phillips 3rd Addition extending from 22nd Street, north to the restaurant building located on a portion of Lot 3 in Block 16, Phillips 3rd. In order to facilitate the new drive-through lane it is necessary to vacate and close, to vehicular traffic, the alley between 25th Avenue and 26th Avenue in Block 16 of Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition, all in Columbus, Platte County, Nebraska.

SEE SUPPLEMENTAL DRAWING ATTACHED

SUPPLEMENTAL DRAWING

DATE: 06/07/2019

DRAWN: APH

SCALE: 1"=30'

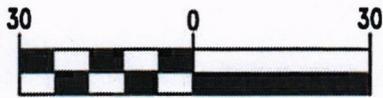
SHEET NO: 1 OF 2

SHEET TITLE: CONCEPTUAL LAYOUT PLAN

REF:



NORTH

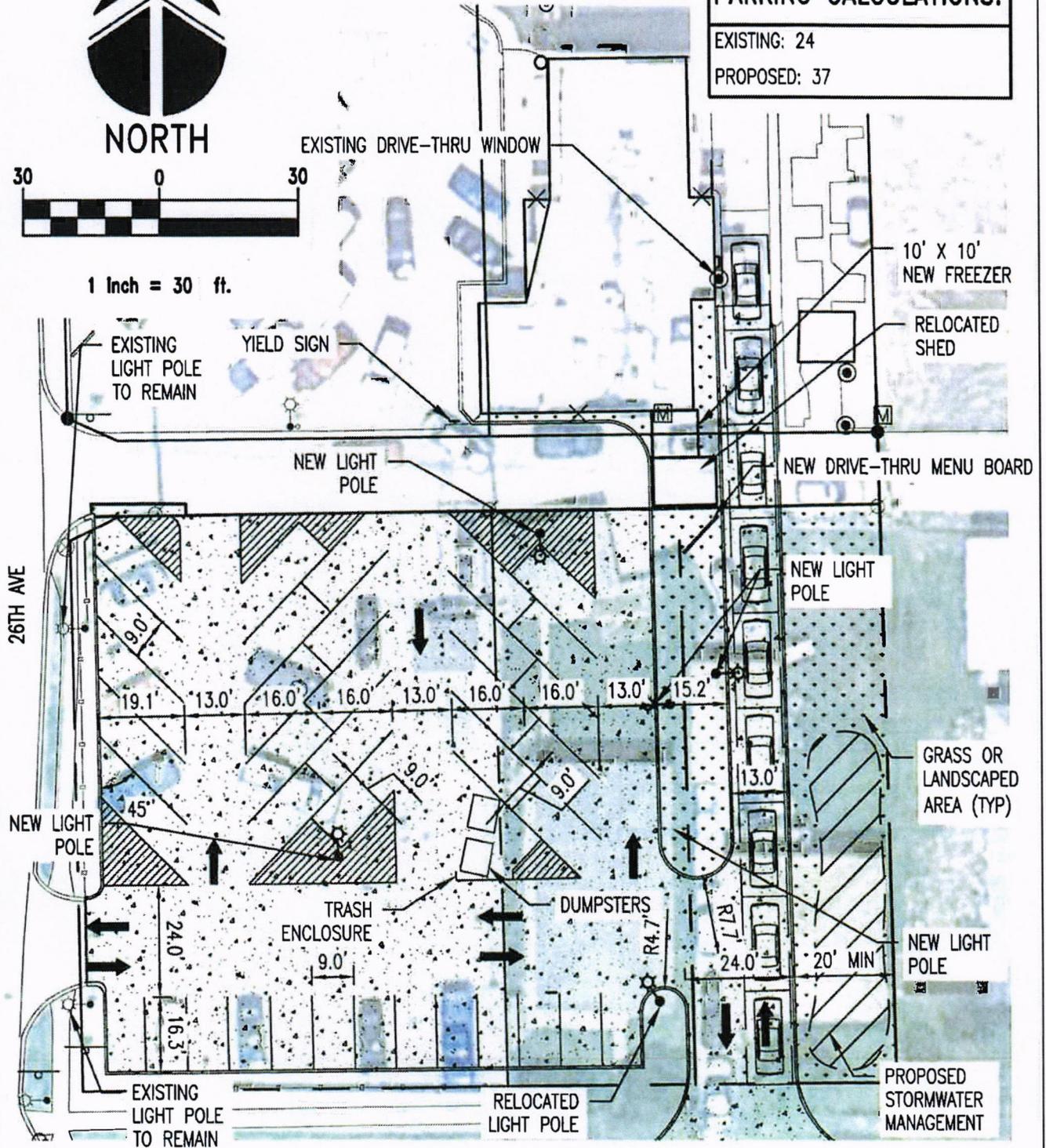


1 Inch = 30 ft.

PARKING CALCULATIONS:

EXISTING: 24

PROPOSED: 37



P:\Projects\07502\07502.dwg
 6/7/2019 7:57:42 AM
 APH

CORPORATION

The acknowledgement of the signature of a corporation must have attached a copy of the By-Law or Resolution, duly certified by corporation officers, under and by virtue of which such signature was affixed to said petition.

Acknowledgement of signature to petition for vacating and narrowing of the following street/alley – to wit: The alley located between 25th and 26th Avenues in
Block 16, Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition
to the City of Columbus, Platte County, Nebraska

within Columbus, Nebraska.

Corporation: PANDA, INC.

Andrew D'Agosto VP
Signature/Title Vice President

12/9/19
Date

Signature/Title

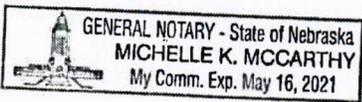
Date

State of Nebraska
Douglas County

On this 9th day of December, 2019, before me, a Notary Public in and for said County, personally appeared Andrew D'Agosto

who is/are personally known to me to be the identical person(s) whose name(s) is/are affixed to the annexed petition of owners of lots and lands abutting upon said part of street/alley in the city of Columbus, Nebraska, for vacation or narrowing of said part of said easement and who is/are personally known to me to be the Vice-President of said Corporation and has/have acknowledged the signing of said petition to be a voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal on the day and date above written.

(SEAL) 

Michelle K. McCarthy
Notary Public

My Notarial Commission expires the 16th day of May, 2021.

The City of **Columbus**

MEMORANDUM

DATE: January 9, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Alley Vacation Request, between 25th and 26th Avenues and 23rd and 22nd Streets, Block 16 of Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition

RECOMMENDATION:

I would recommend the approval of the alley vacation request between 25th and 26th Avenues and 23rd and 22nd Streets, Block 16 of Phillips 3rd Addition and Block 8 of Pearsall's 2nd Addition at the time of start of proposed Arby Restaurant improvements as submitted by Panda, Inc. subject to receipt of the following:

- Ordinance vacating said alley with a utility easement in the same location and width of existing alley minus the proposed walk-in cooler area
- Receipt of all public and private utility correspondence of the alley vacation request
- Letter of Understanding including: date of vacation, start date for Arby Restaurant improvements, elimination of parking stalls within the line of sight at the intersection of US30/23rd Street and 26th Avenue, and related items

DISCUSSION:

A petition was received from the property owner who owns 354.12 abutting feet of the total approximately 530 abutting feet of the alley. The request was made to allow the property owner to revise the drive through, minor building addition, and addition of parking with stormwater detention. Upon vacation and proper filing in the Platte County courthouse, one half of the alley will be become owned by the adjacent property owner. A utility easement will be maintained at the same width and length as the alley minus the area for the proposed walk-in cooler.

FISCAL IMPACT:

The applicant will be responsible for all publications expenses, preparing of the above reference items, recording, and any other costs associated with the alley vacation transaction.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



US 30/ 23rd ST.

26th AVE.

PANDA INC

UNITED STATES OF AMERICA



MEAYS, CLIFFORD L
& BRANDE A

PANDA INC





US 30/ 23rd ST.

26th AVE.

STRIPE OUT OR
REMOVE PARKING



23RD ST

PARCEL ID 710106848

MW-63A

MW-56A
MW-56M

PCIX-5A
PCIX-5B
PCIX-5C
PCIX-5D

MW-58A
MW-58M
MW-58B

MW-46M
MW-46A
SVE-4

AS-6

MW-45B
MW-45M
SVE-6

MW-44M
MW-44A
AS-18

MW-57M
SVE-8
MW-57B

MW-55M
AS-8

MW-55B
SVE-5

25TH AVE

AS-13
SVE-9

MW-59A
MW-59M
MW-59B

MW-26A
MW-26B

MW-62A



Property Boundary



Monitoring Well



100 Ft

Attachment 1: 2262 25th Avenue Property

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: January 8, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for appointment to the Employee Pension Committee at the January 20, 2020 City Council meeting. As this is an internal city employee committee, the two-week waiting period is automatically waived.

EMPLOYEE PENSION COMMITTEE: (Two-year term)

Marty Eaton
Jake Wacha


James B. Bulkley, Mayor

CommitteeMtgs/Appts&Reappts/EmployeePension

MEMORANDUM

DATE: January 7, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for appointment at the January 20, 2020, City Council meeting, per City Council rules.

COLUMBUS BOARD OF AIRPORT COMMISSIONERS
(To fill unexpired term of Jeff Krings until December, 2020)

Keith Harbour 10 South Shore Drive, Columbus, NE

Keith moved to Nebraska in 1983 as the Western Area Sales Manager of Dekalb Swine Breeders. In 1990 he began Avcraft, Inc., which is the Fixed Base Operator (FBO) for the Columbus Municipal Airport. Mr. Harbour has been around aviation for most of his life, and has Commercial Multi-Engine Instrument rating as a pilot with over 10,000 flight hours. He and his wife, Janace, are Columbus residents. Keith has served the Columbus community and the flying public for 30 years, and he has a mutual interest in the promotion and success of the Columbus Municipal Airport.


James B. Bulkley, Mayor

**Columbus Fire Department
Memorandum
For Record**

DATE: January 14, 2020

TO: City Administrator Tara Vasicek

FROM: Fire Chief Dan Miller

THROUGH: NA

SUBJECT: Video Security & Access Control Upgrades to New Fire Station

RECOMMENDATION:

That the City Council approve agreement(s) with SEI to upgrade Video Security & Access Control hardware and software necessary for city-wide compatibility.

DISCUSSION:

In early 2018, video security and access control systems were quoted for the new fire station. However, completing the build with that level of equipment would have left it without optimal compatibility with the rest of the City's building security systems. It is being requested to have SEI provide upgraded hardware and software in addition to the original agreements with SEI, upgrading to maximum compatibility. The two agreements (47109-10-0 and 47109-11-0) would provide the upgrades as well as create a safe zone in the vestibule of the new fire station similar to the new police station. The total cost of the upgrades is \$37,653.

FISCAL IMPACT:

\$75,000 was budgeted for IT/Network/Security at the new fire station. This upgrade puts that line item at \$82,653.00, but does not put the project over budget due to money saved elsewhere.

ALTERNATIVES:

Reasonable alternatives were evaluated as part of this process.

SIGNATURE:

BY _____



APPROVED BY: _____

APPROVED BY: _____



City Of Columbus

Access Control Upgrade revised final

47109-10-0
Dated: 1/10/2020

Prepared for:
Matt Soukup



Customer: City Of Columbus

Site: 4630 Howard Boulevard
Columbus, NE,

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Proposal #: 47109-10-0
Dated: 1/10/2020

Access Control Upgrade revised final

Scope of Work

SEI to provide and install the following access control equipment.

Readers will be added at the following doors 102, 110, 114, 119, 123, 135, 137, 141, 151, 116A, 116B, 128A, 128C, 161J and 161O, 162.

Door Contacts only will be installed at door 103C and 103D.

Composite cable will be installed from the access control head end to each door.

Locks will be provided and installed by others.

SEI will perform all final terminations, programming and testing of the access system as well as all training.

All low voltage lock power supplies will be provided and installed by SEI.

SEI to work with the city and other contractors to maintain a timely installation schedule.

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus
Site: 4630 Howard Boulevard
 Columbus, NE,
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Proposal #: 47109-10-0
Dated: 1/10/2020

Schedule of Protection

AMAG

QTY	Description
1	Amag Enclosure & Lock Power, 16 Locks, 16 Aux
1	M2150 8DBC Controller Board Only
1	M2150 8DC Controller Board Only
16	Request to Exit Sensor
2400	Plenum Access Control Composite Cable, Yellow
1	Symmetry Professional 16 Reader License Add-On
1	Line Cord
12	RP40 SE Multiclass Reader, Black
1	Time Delay Module
175	J-Hook Cable Support
-1	Credit for DMP job 40298-2
5	Battery
16	SEi Labor to tie in contacts & locks provided in hardware schedule
8	Door Position Switch, 12-18mm, SPST, Magnetic Swit
4	RP15 Multi-Class Mullion Reader, Black
1	M2150 Network Interface Module
2	Symmetry Wiegand Interface Module (WIM) 8
700	18/2 Plenum Non Shielded Wire
3	Battery

Safe Area

QTY	Description
1	Stopper Station Button, Momentary, Custom Text - PANIC, Yellow *No Cover, Button Only*
1	Stopper Station Button, Momentary, Custom Text - SAFE, Blue *No Cover, Button Only*
1	A8207-VE NETWORK VIDEO DOOR ST
1	M2150 8 Input/4 Output Module
450	18/4 Plenum Non Shielded Wire
1	Strobe with Amber Lens

Investment Summary

Deposit Due in Advance	\$16,442.00
Balance Due Upon Completion	\$16,442.00
Total Proposal Amount	\$32,885.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made January 10, 2020, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 4630 Howard Boulevard, Columbus, NE.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide (AMAG Software Support,) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$32,885.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$21.00 plus tax, if applicable per month for the lease or purchase of the system. AMAG Software Support, included in this proposal, prepaid monthly (EFT Only) quarterly (CC/EFT Only) semi-annually annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Columbus

Signature: _____
Date: _____
Print Name: Matt Soukup
Title: _____
Email: Msoukup@Columbusne.Us



Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____

A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____

G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEi is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEi's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEi dispatches an agent, Customer shall pay SEi's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

J. Right to Subcontract. SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEi in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEi are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

F. Key Service. If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PARTS SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____



City Of Columbus

Camera System

47109-11-0
Dated: 1/13/2020

Prepared for:
Matt Soukup



Customer: City Of Columbus
Site: 4630 Howard Boulevard
Columbus, NE,

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Proposal #: 47109-11-0
Dated: 1/13/2020

Camera System

Scope of Work

SEI to provide the following adjustments for the Columbus fire station camera system:

The Milestone video management system (VMS) software will be upgraded to the current Milestone VMS software utilized by the city.

Two of the Axis cameras sold on the original project have been discontinued. These have been replaced with the new upgraded cameras.

The Axis intercom door station has also been upgraded to match the others used within the city.

Prepared by: Robb Walker • Major Accounts Executive
rwalker@seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus
Site: 4630 Howard Boulevard
 Columbus, NE,
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Proposal #: 47109-11-0
Dated: 1/13/2020

Schedule of Protection

Milestone

QTY	Description
1	Base License, XProtect Professional+
13	Device License, XProtect Professional+
13	Care Plus, Five Years, For XProtect Professional+
-1	Milestone XProtect Express Base License
-13	Milestone XProtect Express Camera License
-13	Milestone XProtect Express Camera Support

Axis Intercom

QTY	Description
1	A8207-VE Network Video Door Station
-1	A8105-E Network Video Door Station

AXIS Cameras

QTY	Description
-3	8MP Multisensor Camera
3	8MP Multisensor Camera
1	5MP, Outdoor, 3 - 9MM, Varifocal, IP, Dome Camera
-1	(Replaced By) P3365-VE, P3367-VE, Q3505
-2	Pendant Kit
2	Pendant Cap for Multisensor Camera

Investment Summary

Deposit Due in Advance	\$2,384.00
Balance Due Upon Completion	\$2,384.00
Total Proposal Amount	\$4,768.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



Commercial Installation and Service Agreement

THIS AGREEMENT is made January 13, 2020, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 4630 Howard Boulevard, Columbus, NE.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide () of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEi for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEi the sum of: \$4,768.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEi the sum of \$0.00 plus tax, if applicable per month for the lease or purchase of the system. included in this proposal, prepaid monthly (EFT Only) quarterly (CC/EFT Only) semi-annually annually for a period of five years.

Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEi invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEi

Submitted By: Robb Walker
Approved By: _____
Date: _____

City Of Columbus

Signature: _____
Date: _____
Print Name: Matt Soukup
Title: _____
Email: Msoukup@Columbusne.Us



Terms & Conditions

- 1. Finance and Late Charges.** A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example; consultants' and professionals' fees and costs including, without limitation or example; reasonable attorneys' fees and costs as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or; if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____

A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

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G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEi is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEi's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEi dispatches an agent, Customer shall pay SEi's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

J. Right to Subcontract. SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEi in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEi are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

F. Key Service. If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____

A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only; excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PARTS SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____

B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable, to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

Initials: _____

The City of **Columbus**

MEMORANDUM

DATE: January 16, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Solid Waste Collection Transfer Station – Trailer

RECOMMENDATION:

I recommend approval of the bid for the purchase of a transfer trailer from the low bidder Northern Truck Equipment Corporation from Sioux Falls, South Dakota, in the amount of \$76,764.00.

DISCUSSION:

Three bids were received and a copy of the bid tab is attached. The low bidder provided documentation supporting their bid, materials, and equipment to the satisfaction of the Public Works Department, Solid Waste Division.

FISCAL IMPACT:

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

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____ Chuck Sliva _____

SIGNATURE:

By: _____  _____

Approved By: _____ Tara Vasicek _____

CITY OF COLUMBUS

BID TABULATION

2020 Model Tandem Axle Transfer Trailer: January 14, 2020 2:00 P.M.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
			\$76,764.00	\$81,642.00	\$89,040.00

Contractor: Northern Truck Equipment Corporation PO Box 2435 Sioux Falls, SD 57101-2435 Bid Bond: X	Contractor: Jim Hawk Truck Trailers 3119 South 9 Street Council Bluffs, IA 5501 Certified Check X	Contractor: Wilkens Industries 184 South County Road 22 Morris, MN 56267 Certified Check X
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RESOLUTION NO. R20- 07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO OBRIST & CO., INC. IN THE AMOUNT OF \$464,886.50 FOR THE SEWER EXTENSION DISTRICT NO. 47 AND WATER EXTENSION DISTRICT NO. 64 (23 STREET/SHADY LAKE ROAD).

WHEREAS, the City of Columbus received bids for the Sewer Extension District No. 47 and Water Extension District No. 64 on January 14, 2020, with Obrist & Co., Inc. submitting the lowest bid of \$464,886.50 as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, the lowest bid from Obrist & Co., Inc. in the amount of \$464,886.50 for the Sewer Extension District No. 47 and Water Extension District No. 64 be accepted and the Mayor be authorized to sign contracts for this project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 15, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: SED #47 and WED #64
23rd Street/Shady Lake Road – Deer Run Estates

RECOMMENDATION:

I recommend award of the Bid for the above-referenced project to Obrist & Company in the amount of \$464,886.50 for the Base Bid. Three bids was received and a Bid tabulation sheet is attached. The Gilmore & Associates cost estimate was \$434,000 and their recommendation letter is attached.

DISCUSSION:

Creation of SED #47 and WED #64 was formed by Ordinances 19-48 and 19-47 respectively. SED construction includes extension of 12-inch sanitary sewer main, manholes, lift station, force main, dewatering, and related work. WED construction includes extension of 12-inch water main, fire hydrants, fittings, dewatering, and related work. The extensions are in accordance with the Comprehensive Plan and the 2 and 10 Year Utility Plan. Projected start date is July 5, 2020, with substantial completion by October 15, 2020, and final completion by November 1, 2020.

The Bid cost amount above the estimate appears to be due to higher than anticipated dewatering costs. The project can consume the additional construction cost and remain under the budgeted amounts.

FISCAL IMPACT:

2019-2020 budget CIP 20-90 (SED) and 20-101 (WED) in the combined amount of \$600,000 which includes other project costs including consulting engineering services.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

CITY OF COLUMBUS

BID TABULATION

**CONSTRUCTION OF SEWER EXTENSION DISTRICT NO. 47 AND WATER EXTENSION DISTRICT NO. 64, COLUMBUS,
NEBRASKA - 2019: JANUARY 14, 2019 2:00 P.M.**

			Contractor: Obrist & Company, Inc. PO Box 581 Columbus NE 68601 Bid Bond: X	Contractor: Rutjens Construction, Inc. PO Box 99 Tilden NE 68781 Bid Bond: X	Contractor: Myers Construction, Inc. 79849 NE-2 Broken Bow NE 68822 Bid Bond: X
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Subtotal Base Bid A Sanitary Sewer Ext. No. 47		\$386,877.50	\$440,070.66	\$562,720.93
	Subtotal Base Bid B Water Extension District No. 64		\$78,009.00	\$93,193.71	\$116,282.63
	Total Cost Calendar Days		\$464,886.50	\$533,264.37	\$679,003.56
	Construction Start Date:		July 5, 2020	July 15, 2020	June 1, 2020
	Substantial Completion Date:		October 15, 2020	December 15, 2020	August 15, 2020
	Final Completion Date:		November 1, 2020	January 1, 2021	August 30, 2020



January 15, 2020

Ref: 211.849

Honorable Mayor and City Council
City of Columbus
P.O. Box 1677
Columbus, NE 68602-1677

Columbus, Nebraska - 2019
Sewer Extension District No. 47; Water Extension District No. 64

I have reviewed the bid proposals for the above-referenced project and have found no irregularities, errors, or unbalanced bid cost. We recommend that the City of Columbus award the project to the lowest, responsive, and responsible bidder to Obrist & Company, Inc., of Columbus, Nebraska, for the bid amount of \$464,886.50. The engineer's estimated cost for the project was \$434,000.

The primary reason for the bids exceeding the engineer's cost estimate is higher than anticipated dewatering costs associated with the lift station and deep sewer main construction.

Should you have any questions or require further information, please feel free to contact our office.

Sincerely,

David B. Gilmore, P.E.
GILMORE & ASSOCIATES, INC.

DBG:bo

pc: Richard Bogus, City Engineer ✓
Tara Vasicek, City Administrator
Chuck Sliva, Public Works Director

Bid Security		Bid Bond		Bid Bond		Bid Bond	
Contractor		Obrist & Co., Inc. PO Box 581 Columbus, NE 68602 Telephone: (402) 564-2804 Fax: (402) 562-7950 Email: john@obristandcompany.com		Rutjens Construction Inc. 800 Lucan Lane/PO Box 99 Tilden, NE 68781 Telephone: (402) 368-2922 Fax: (402) 368-7822 Email: adam@rutjensconstruction.com		Myers Construction, Inc. 79849 Hwy 2 Broken Bow, NE 68822 Telephone: (308) 872-5469 Fax: (308) 872-2218 Email: myerco@kdsi.net	
Description	Estimated Quantities	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SECTION A - SANITARY SEWER							
1. Construct New Lift Station, Complete; Including Lift Station Structure, Structural Concrete, Valve and Ventilation Manholes, Submersible Pumps and Controls, Interior Piping, Fittings, and Valves inside all Structures, All Ventilation and Drain Piping, Miscellaneous Metals, Accessories, All Piping Between Wet Well and Valve Manhole, Ventilation System, Electrical Work, Site Work, and All Other Required and Related Work as Shown on the Drawings and/or as Specified.	1 JOB	\$ 215,000.00	\$ 215,000.00	\$ 312,251.00	\$ 312,251.00	\$ 318,872.99	\$ 318,872.99
2. 12" PVC, SDR26, Sanitary Sewer Main	818 L.F.	42.50	34,765.00	41.45	33,906.10	57.42	46,969.56
3. 6" PVC, DR18 Sewer Force Main w/ Locator Wire	229 L.F.	23.50	5,381.50	25.14	5,757.06	52.78	12,086.62
4. 4" PVC, Schedule 40 Sanitary Sewer Service Line	90 L.F.	15.00	1,350.00	19.75	1,777.50	37.92	3,412.80
5. Sanitary Sewer Manhole	30 V.F.	425.00	12,750.00	485.00	14,550.00	467.20	14,016.00
6. Force Main Terminal Manhole	1 JOB	3,250.00	3,250.00	7,105.00	7,105.00	4,502.00	4,502.00
7. 6" D.I. - 45° Bend w/Thrust Blocking	2 Each	275.00	550.00	350.00	700.00	257.94	515.88
8. 6" D.I.- 11-1/4° Bend w/Thrust Blocking	3 Each	275.00	825.00	350.00	1,050.00	249.96	749.88
9. 12" Plug	1 Each	250.00	250.00	325.00	325.00	217.20	217.20
10. 4" Service Line Plug, Bend, and Steel Fence Post	9 Each	225.00	2,025.00	125.00	1,125.00	38.04	342.36
11. 12" x 4" Service Wye w/Bend	9 Each	325.00	2,925.00	310.00	2,790.00	613.59	5,522.31
12. 24" CMP	52 L.F.	68.00	3,536.00	62.00	3,224.00	60.57	3,149.64
13. Connect to Existing Sewer Main	1 Each	1,000.00	1,000.00	500.00	500.00	693.69	693.69
14. Crushed Rock Base Course for Lift Station Site	120 Tons	34.50	4,140.00	43.00	5,160.00	40.50	4,860.00
15. Crushed Rock Final Surfacing for Lift Station Site	60 Tons	35.50	2,130.00	45.00	2,700.00	36.00	2,160.00
16. Services, Silt Fence, Erosion Control Bales and Related Work	1 JOB	6,500.00	6,500.00	2,500.00	2,500.00	6,400.00	6,400.00
17. All Required Dewatering for the Project, NPDES Groundwater Dewatering Permit, and Related Services	1 JOB	85,000.00	85,000.00	41,150.00	41,150.00	134,250.00	134,250.00

Description	Estimated Quantities	Contractor Obrist & Co., Inc.		Contractor Rutjens Construction, Inc.		Contractor Myers Construction, Inc.	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SECTION A - SANITARY SEWER - CONT'D							
18. Testing and All Other Required, Miscellaneous, Incidental, and Related Work Not Otherwise Itemized in the Bid Form	1 JOB	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00
SUBTOTAL BASE BID, GROUP A, SANITARY SEWER EXTENSION NO. 47- Item Nos. 1 through 18, inclusive:		\$ 386,877.50		\$ 440,070.66		\$ 562,720.93	
GROUP B - WATER EXTENSION DISTRICT NO. 64							
19. 12" PVC, DR 18, Water Main w/Locator Wire	1046 L.F.	\$ 36.50	\$ 38,179.00	\$ 39.10	\$ 40,898.60	\$ 43.77	\$ 45,783.42
20. 6" DIP Water Main	14 L.F.	35.00	490.00	44.74	626.36	42.14	589.96
21. 1" PE, SDR 7 Water Service Line	765 L.F.	15.00	11,475.00	20.75	15,873.75	29.20	22,338.00
22. Push or Jack Water Service Line Under Road surfacing	270 L.F.	15.00	4,050.00	15.00	4,050.00	29.20	7,884.00
23. 12" Gate Valve w/Roadway Box	2 Each	2,150.00	4,300.00	2,045.00	4,090.00	3,518.94	7,037.88
24. 6" Gate Valve w/Roadway Box	2 Each	925.00	1,850.00	895.00	1,790.00	1,318.74	2,637.48
25. 12" x 6" Tee	2 Each	385.00	770.00	715.00	1,430.00	462.72	925.44
26. 12" D.I.- 22-1/2° Bend w/Thrust Blocking	1 Each	425.00	425.00	605.00	605.00	592.35	592.35
27. 12" D.I.- 11-1/4° Bend w/Thrust Blocking	1 Each	310.00	310.00	600.00	600.00	340.26	340.26
28. Remove 12" Plug, Connect To Existing 12" Main	1 Each	750.00	750.00	1,000.00	1,000.00	1,600.00	1,600.00
29. 12" Plug	1 Each	200.00	200.00	350.00	350.00	217.20	217.20
30. 6" Hydrant w/ Grade Lok Connector	2 Each	2,850.00	5,700.00	4,110.00	8,220.00	5,274.15	10,548.30
31. 12" x 1" Corporate Stop w/Service Saddle	9 Each	375.00	3,375.00	410.00	3,690.00	789.21	7,102.89
32. 1" Curb Stop w/Roadway Box	9 Each	295.00	2,655.00	405.00	3,645.00	537.21	4,834.89
33. 1" Plug	9 Each	20.00	180.00	75.00	675.00	27.84	250.56
34. Pressure Testing and Disinfection	1 JOB	750.00	750.00	2,500.00	2,500.00	1,500.00	1,500.00
35. Saw Cut, Remove Existing Asphalt and Replace w/8" PC Concrete Paving	30 Sq. Yds.	85.00	2,550.00	105.00	3,150.00	70.00	2,100.00
SUBTOTAL BASE BID, GROUP B, WATER EXTENSION DISTRICT NO. 64, Item Nos. 19 through 35, inclusive:		\$ 78,009.00		\$ 93,193.71		\$ 116,282.63	
TOTAL AGGREGATE BASE BID, SEWER EXTENSION DISTRICT NO. 47, WATER EXTENSION DISTRICT NO. 64, GROUPS A AND B, Item No. 1 through 35, Inclusive:		\$ 464,886.50		\$ 533,264.37		\$ 679,003.56	
Contractor's Starting Date:		July 5, 2020		July 15, 2020		June 1, 2020	
Contractor's Substantial Completion Date:		October 15, 2020		December 15, 2020		August 15, 2020	
Contractor's Final Completion Date:		November 1, 2020		January 1, 2021		August 30, 2020	

ORDINANCE NO. 20-01

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING STREET IMPROVEMENT DISTRICT NUMBER 183 OF THE CITY OF COLUMBUS, NEBRASKA; PROVIDING FOR THE GRADING, CURBING, GUTTERING, DRAINAGE AND PAVING THEREIN INCLUDING STORM SEWERS AND SIDEWALKS ON 48TH AVENUE FROM 38TH STREET TO LOST CREEK PARKWAY; PROVIDING FOR THE SERVICE OF NOTICE OF CREATION; PROVIDING FOR THE PAYMENT THEREOF BY SPECIAL ASSESSMENTS AND LIMITATIONS THEREON; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Street Improvement District No. 183 in the City of Columbus, Nebraska, is hereby created as provided by law.

Section 2. Street Improvement District No. 183 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:

- 48th Avenue from 38th Street to Lost Creek Parkway.

This segment of 48th Avenue is designated as an Arterial in the State Functional Classification. The project is on the City One and Six Year Road Plan and Long Range Transportation Plan.

Section 3. Street Improvement District No. 183 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 5, Block B, The Meadows Second Subdivision to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block "A", Christine Walker Subdivision, an Administrative Subdivision of Lot 8, Block "B", The Meadows Second Subdivision and Lots 1,2 & 3, Walker Subdivision, a Minor Subdivision, all in the City of Columbus, Platte County, Nebraska.
- Lot 1, Trofholz Subdivision, a Minor Subdivision of the S1/2 S1/2 SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska.
- A tract of land located in the S1/2 of the S1/2 of the SE1/4 of Section 11, T17N, R1W of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of the S1/2 of the S1/2 of the SE1/4 and assuming the east line of the SE1/4 to have a bearing of N 00°00'00" E; thence N 89°40'36" W along the north line of the S1/2 of the S1/2 of the SE1/4, 613.11 feet; thence S 00°25'43" W, 485.25 feet, to the northwest corner of The Meadows Second Subdivision; thence N 85°14'35" E along the north line of The Meadows Second Subdivision, 129.95 feet; thence N 88°53'25" E, 136.43 feet along the north line The Meadows Second Subdivision; thence N 88°58'15" E, 99.63 feet along the north line of The Meadows Second Subdivision; thence N 00°00'00" E, 261.03 feet; thence N 90°00'00" E, 251.18 feet, to the east line of the S1/2 of the S1/2 of the SE1/4; thence N 00°00'00" E along the east line of the S1/2 of the S1/2 of the SE1/4, 205.54 feet, to the point of beginning, said tract containing 5.16 acres, more or less, of which 0.23 acres is occupied by road right-of-way.

- Lot 17, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block A, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 2, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska.
- Lot 1, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska.
- The North 10 acres of the South 55 Acres of the E1/2 SE1/4, and the South 15 acres of the NW1/4 SE1/4, and the South 5 Acres of the NE1/4 SE1/4, and the North 5 Acres of the N1/2 S1/2 SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska EXCEPT Reiche Addition, a Minor Subdivision to the City of Columbus, Platte County, Nebraska.
- A tract of land located in the SE1/4 of Section 11, T17N, R1W, of the 6th P.M., Platte County, Nebraska described as follows:

Commencing at a point on the east line of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, 30 Rods south of the northeast corner of said SE1/4; thence south along the east line of said SE1/4 20 rods, thence west parallel with the north line of said SE1/4 to the west line thereof,

thence north along said west line 20 rods, thence east to the place of beginning, and containing 20 acres according to Government survey

- The South 7 acres of the North 15 acres of the NE1/4 of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska.
- A tract of land located in the SE1/4 of Section 11, Township 17 North Range 1 West of the 6th P.M., Platte County, Nebraska more particularly described as follows:

Referring to the Northeast corner of said SE1/4; thence S 00°28'34" E (all bearings are referenced from True North observed at the Northeast corner, Section 36, Township 17 North, Range 1 West), 213.16' on the east line of said SE1/4; thence N 89°58'57" W, 50.00' to the intersection of the West right-of-way line 48th Avenue and the City of Columbus' south highway right-of-way line this being the point of beginning; thence N 89°58'57" W, 1995.81' on the south right-of-way line of said highway; thence N 89°58'29" W, 340.68' on the South right-of-way line of said highway; thence N 89°58'57" W, 258.31' on the South right-of-way line of said highway to the west line of said SE1/4; thence S 00°19'37" E, 290.41' on the west line of said SE1/4 to the southwest corner of the north 30 acres of the SE1/4; thence N 89°48'47" E, 1322.74' on the south line of the north 30 acres of the SE1/4 to the east line of the NW1/4 of the SE1/4; thence N 00°24'06" W, 230.55' on the east line of said NW1/4 SE1/4 to the northwest corner of the south 7 acres of the north 15 acres of the NE1/4 of the SE1/4; thence N 89°48'47" E, 1272.44' on the North line of said south 7 acres of the north 15 acres of the NE1/4 SE1/4 to the west right-of-way line of said 48th Avenue; thence N 00°28'34" W, 16.06' on the west right-of-way line of said 48th Avenue to the point of beginning, containing 10.29 acres more or less.
- Lot 1, Pillen Addition to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block A, Wolfe's Subdivision, a part of the NW1/4 SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska.
- Lot 1, Block B, Columbus Community Hospital 1st Subdivision of Lot 1, Block A, Columbus Community Hospital Addition to the City of Columbus, Platte County, Nebraska, located in the SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska.

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. 183 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. 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 \$1,900,000.00. (The city proposes to use Federal Funds Purchase Program funding in the construction of Street Improvement District No. 183 to reduce the cost of paving assessments contemplated herein. The city will utilize such funding in the construction of Street Improvement District No. 183 to pay eighty percent (80%) of eligible project costs with twenty percent (20%) of the total project cost being paid by special assessments.)

Section 7. 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 and grading, sidewalks in developed areas, and related work.

Section 8. This ordinance shall be in full force and effect from and after its passage, adoption and publication as provided by law.

Section 9. This ordinance shall repeal all ordinances and resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

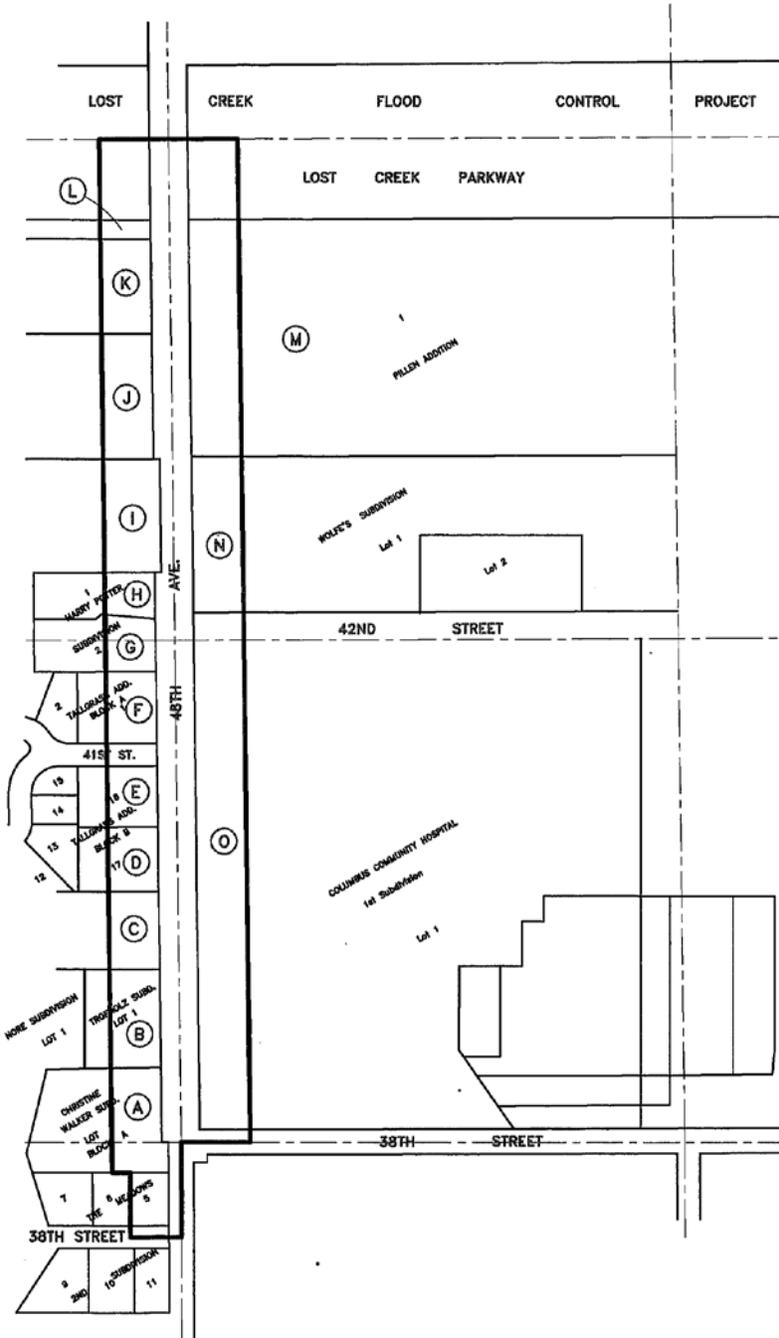
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

"EXHIBIT A"

SID #183



OWNERS:

- (A) Christine Walker
- (B) Jeannie C. Trofholz
- (C) Martin C & Teresa D. Nore
- (D) Bret T. & Connie K. Kumpf
- (E) Evan J. & Angela J. Trofholz
- (F) Tammy Dreifurst ETAL % Marilyn Campaign
- (G) Cole J. & Courtney K. Ziembra
- (H) Gary A. Potter
- (I) DGMJ LLC
- (J) Fehringer Properties LLC
- (K) Herbert H. Jr. & Diana M. Luchsinger
- (L) Fehringer Properties LLC
- (M) Pillen Holdings II LLC
- (N) KJ Wolfe LLC
- (O) Columbus Community Hospital Inc. % Chad VanCleave



**NOTICE OF CREATION OF
STREET IMPROVEMENT DISTRICT NO. 183**

Notice is hereby given that the Mayor and Council of the City of Columbus, Nebraska, have by Ordinance No. 20-01 created Street Improvement District No. 183, including the following streets, avenues, intersections of streets and avenues and spaces opposite alleys, which are to be improved, to-wit:

- 48th Avenue from 38th Street to Lost Creek Parkway

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 5, Block B, The Meadows Second Subdivision to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block "A", Christine Walker Subdivision, an Administrative Subdivision of Lot 8, Block "B", The Meadows Second Subdivision and Lots 1,2 & 3, Walker Subdivision, a Minor Subdivision, all in the City of Columbus, Platte County, Nebraska.
- Lot 1, Trofholz Subdivision, a Minor Subdivision of the S1/2 S1/2 SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska.
- A tract of land located in the S1/2 of the S1/2 of the SE1/4 of Section 11, T17N, R1W of the 6th P.M. in Platte County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of the S1/2 of the S1/2 of the SE1/4 and assuming the east line of the SE1/4 to have a bearing of N 00°00'00" E; thence N 89°40'36" W along the north line of the S1/2 of the S1/2 of the SE1/4, 613.11 feet; thence S 00°25'43" W, 485.25 feet, to the northwest corner of The Meadows Second Subdivision; thence N 85°14'35" E along the north line of The Meadows Second Subdivision, 129.95 feet; thence N 88°53'25" E, 136.43 feet along the north line The Meadows Second Subdivision; thence N 88°58'15" E, 99.63 feet along the north line of The Meadows Second Subdivision; thence N 00°00'00" E, 261.03 feet; thence N 90°00'00" E, 251.18 feet, to the east line of the S1/2 of the S1/2 of the SE1/4; thence N 00°00'00" E along the east line of the S1/2 of the S1/2 of the SE1/4, 205.54 feet, to the point of beginning, said tract containing 5.16 acres, more or less, of which 0.23 acres is occupied by road right-of-way.

- Lot 17, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 1, Block A, Tallgrass Addition to the City of Columbus, Platte County, Nebraska.
- Lot 2, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of

Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska.

- Lot 1, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska.
- The North 10 acres of the South 55 Acres of the E1/2 SE1/4, and the South 15 acres of the NW1/4 SE1/4, and the South 5 Acres of the NE1/4 SE1/4, and the North 5 Acres of the N1/2 S1/2 SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska EXCEPT Reiche Addition, a Minor Subdivision to the City of Columbus, Platte County, Nebraska.
- A tract of land located in the SE1/4 of Section 11, T17N, R1W, of the 6th P.M., Platte County, Nebraska described as follows:

Commencing at a point on the east line of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, 30 Rods south of the northeast corner of said SE1/4; thence south along the east line of said SE1/4 20 rods, thence west parallel with the north line of said SE1/4 to the west line thereof, thence north along said west line 20 rods, thence east to the place of beginning, and containing 20 acres according to Government survey
- The South 7 acres of the North 15 acres of the NE1/4 of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska.
- A tract of land located in the SE1/4 of Section 11, Township 17 North Range 1 West of the 6th P.M., Platte County, Nebraska more particularly described as follows:

Referring to the Northeast corner of said SE1/4; thence S 00°28'34" E (all bearings are referenced from True North observed at the Northeast corner, Section 36, Township 17 North, Range 1 West), 213.16' on the east line of said SE1/4; thence N 89°58'57" W, 50.00' to the intersection of the West right-of-way line 48th Avenue and the City of Columbus' south highway right-of-way line this being the point of beginning; thence N 89°58'57" W, 1995.81' on the south right-of-way line of said highway; thence N 89°58'29" W, 340.68' on the South right-of-way line of said highway; thence N 89°58'57" W, 258.31' on the South right-of-way line of said highway to the west line of said SE1/4; thence S 00°19'37" E, 290.41' on the west line of said SE1/4 to the southwest corner of the north 30 acres of the SE1/4; thence N 88°48'47" E, 1322.74' on the south line of the north 30 acres of the SE1/4 to the east line of the NW1/4 of the SE1/4; thence N 00°24'06" W, 230.55' on the east line of said NW1/4 SE1/4 to the northwest corner of the south 7 acres of the north 15 acres of the NE1/4 of the SE1/4; thence N 89°48'47" E, 1272.44' on the North line of said south 7 acres of the north 15 acres of the NE1/4 SE1/4 to the west right-of-way line of said 48th Avenue; thence N 00°28'34" W, 16.06' on the west right-of-way line of said 48th Avenue to the point of beginning, containing 10.29 acres more or less.
- Lot 1, Pillen Addition to the City of Columbus, Platte County, Nebraska.

- Lot 1, Block A, Wolfe's Subdivision, a part of the NW1/4 SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska.
- Lot 1, Block B, Columbus Community Hospital 1st Subdivision of Lot 1, Block A, Columbus Community Hospital Addition to the City of Columbus, Platte County, Nebraska, located in the SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska.

The construction of the grading, curbing, guttering, drainage 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. 183 creating Street Improvement District No. 183 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 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. 183 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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Publish: 01:24, 31 and 02:07:14:2020
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: January 16, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Creation of Street Improvement District #183
48th Avenue from 38th Street to Lost Creek Parkway

RECOMMENDATION:

I recommend the approval of the Notice of Creation of Street Improvement District #183, 48th Avenue from 38th Street to Lost Creek Parkway. The properties benefiting and thus having a special assessment are as follows:

Lot 5, Block B, The Meadows Second Subdivision to the City of Columbus, Platte County, Nebraska

Lot 1, Block "A", Christine Walker Subdivision, an Administrative Subdivision of Lot 8, Block "B", The Meadows Second Subdivision and Lots 1,2 & 3, Walker Subdivision, a Minor Subdivision, all in the City of Columbus, Platte County, Nebraska

Lot 1, Trofholz Subdivision, a Minor Subdivision of the S1/2 S1/2 SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska

A tract of land located in the S1/2 of the S1/2 of the SE1/4 of Section 11, T17N, R1W of the 6th P.M. in Platte County, Nebraska, more particularly described as follows: Beginning at the northeast corner of the S1/2 of the S1/2 of the SE1/4 and assuming the east line of the SE1/4 to have a bearing of N 00°00'00" E; thence N 89°40'36" W along the north line of the S1/2 of the S1/2 of the SE1/4, 613.11 feet; thence S 00°25'43" W, 485.25 feet, to the northwest corner of The Meadows Second Subdivision; thence N 85°14'35" E along the north line of The Meadows Second Subdivision, 129.95 feet; thence N 88°53'25" E, 136.43 feet along the north line The Meadows Second Subdivision; thence N 88°58'15" E, 99.63 feet along the north line of The Meadows Second Subdivision; thence N 00°00'00" E, 261.03 feet; thence N 90°00'00" E, 251.18 feet, to the east line of the S1/2 of the S1/2 of the SE1/4; thence N 00°00'00" E along the east line of the S1/2 of the S1/2 of the SE1/4, 205.54 feet, to the point of beginning, said tract containing 5.16 acres, more or less, of which 0.23 acres is occupied by road right-of-way

Lot 17, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska

Lot 16, Block B, Tallgrass Addition to the City of Columbus, Platte County, Nebraska

Lot 1, Block A, Tallgrass Addition to the City of Columbus, Platte County, Nebraska

Lot 2, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska

Lot 1, Block A, Harry Potter Subdivision, a Replat of Lot 1, Reiche Addition, a Minor Subdivision to the City of Columbus, located in a portion of the SE1/4 of Section 11, Township 17, Range 1 West of the 6th P.M., Platte County, Nebraska

The North 10 acres of the South 55 Acres of the E1/2 SE1/4, and the South 15 acres of the NW1/4 SE1/4, and the South 5 Acres of the NE1/4 SE1/4, and the North 5 Acres of the N1/2 S1/2 SE1/4 of

Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska EXCEPT Reiche Addition, a Minor Subdivision to the City of Columbus, Platte County, Nebraska

A tract of land located in the SE1/4 of Section 11, T17N, R1W, of the 6th P.M., Platte County, Nebraska described as follows: Commencing at a point on the east line of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska, 30 Rods south of the northeast corner of said SE1/4; thence south along the east line of said SE1/4 20 rods, thence west parallel with the north line of said SE1/4 to the west line thereof, thence north along said west line 20 rods, thence east to the place of beginning, and containing 20 acres according to Government survey

The South 7 acres of the North 15 acres of the NE1/4 of the SE1/4 of Section 11, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska A tract of land located in the SE1/4 of Section 11, Township 17 North Range 1 West of the 6th P.M., Platte County, Nebraska more particularly described as follows: Referring to the Northeast corner of said SE1/4; thence S 00°28'34" E (all bearings are referenced from True North observed at the Northeast corner , Section 36, Township 17 North, Range 1 West), 213.16' on the east line of said SE1/4; thence N 89°58'57" W, 50.00' to the intersection of the West right-of-way line 48th Avenue and the City of Columbus' south highway right-of-way line this being the point of beginning; thence N 89°58'57" W, 1995.81' on the south right-of-way line of said highway; thence N 89°58'29" W, 340.68' on the South right-of-way line of said highway; thence N 89°58'57" W, 258.31' on the South right-of-way line of said highway to the west line of said SE1/4; thence S 00°19'37" E, 290.41' on the west line of said SE1/4 to the southwest corner of the north 30 acres of the SE1/4; thence N 88°48'47" E, 1322.74' on the south line of the north 30 acres of the SE1/4 to the east line of the NW1/4 of the SE1/4; thence N 00°24'06" W, 230.55' on the east line of said NW1/4 SE1/4 to the northwest corner of the south 7 acres of the north 15 acres of the NE1/4 of the SE1/4; thence N 89°48'47" E, 1272.44' on the North line of said south 7 acres of the north 15 acres of the NE1/4 SE1/4 to the west right-of-way line of said 48th Avenue; thence N 00°28'34" W, 16.06' on the west right-of-way line of said 48th Avenue to the point of beginning, containing 10.29 acres more or less.

Lot 1, Pillen Addition to the City of Columbus, Platte County, Nebraska

Lot 1, Block A, Wolfe's Subdivision, a part of the NW1/4 SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County Nebraska

Lot 1, Block B, Columbus Community Hospital 1st Subdivision of Lot 1, Block A, Columbus Community Hospital Addition to the City of Columbus, Platte County, Nebraska, located in the SW1/4 of Section 12, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska

DISCUSSION:

This segment of 48th Avenue is on the City 1&6 Year Road Plan and Long Range Transportation Plan. This segment is an Arterial in accordance with the State Classification System and a City designated Truck Route. Post card survey results were positive and the City Council approved the creation of the district. Improvements include total reconstruction of the roadway to a three-lane, common left hand turn lane, urban section with curb and gutter, 41-foot wide, PC concrete, sidewalks in improved or platted areas, striping, signage and related work,. The improvements will continue pattern on 48th Avenue south of this project. The lane striping will be made two lane at the intersection of Lost Creek Parkway to match the north side of Lost Creek Parkway. Sidewalks on the east side may be delayed or not constructed at this time due to concerns of settlement of existing storm sewer and the evaluation of the work to done to rectify this issue.

Traffic signal evaluation at the intersections of 48th Avenue and Lost Creek Parkway and 48th Avenue and 38th Street were last done as part of the Long Range Transportation Plan and by the developer of the complex in the southeast corner of 48th Avenue and Lost Creek Parkway and were not warranted

at that time. However, it is anticipated that traffic signals at one or both of these intersections may become warranted in the near future.

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. It would be the same process as approved for SID#182, 33rd Avenue from 39th Street to Lost Creek Parkway.

The proposed timeline for construction is Summer and Fall/Winter 2020. However, the timeframe is subject to contractor availability and weather and site conditions during construction. During construction, this segment of 48th Avenue will be closed; however, the project will have phased construction to allow as much vehicle local access to properties as practical. A marked detour for through traffic will be part of the project.

The Engineering Department is providing the design and construction phase services. Testing services will be by others. 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 \$1,900,000 (FFPP \$1,520,000 and Special Assessment \$380,000). However, the FFPP portion of the design and construction phase services will be in-kind services by the Engineering Department which lowers this amount 8 percent resulting in a savings of about \$102,400. Projected final assessments and Board of Equalization meeting is in 2021.

ALTERNATIVE:

Do not create the district

SIGNATURE:

By: _____  _____

Approved By: _____ Tara Vasicek _____

CITY OF COLUMBUS PROPOSED SID #183

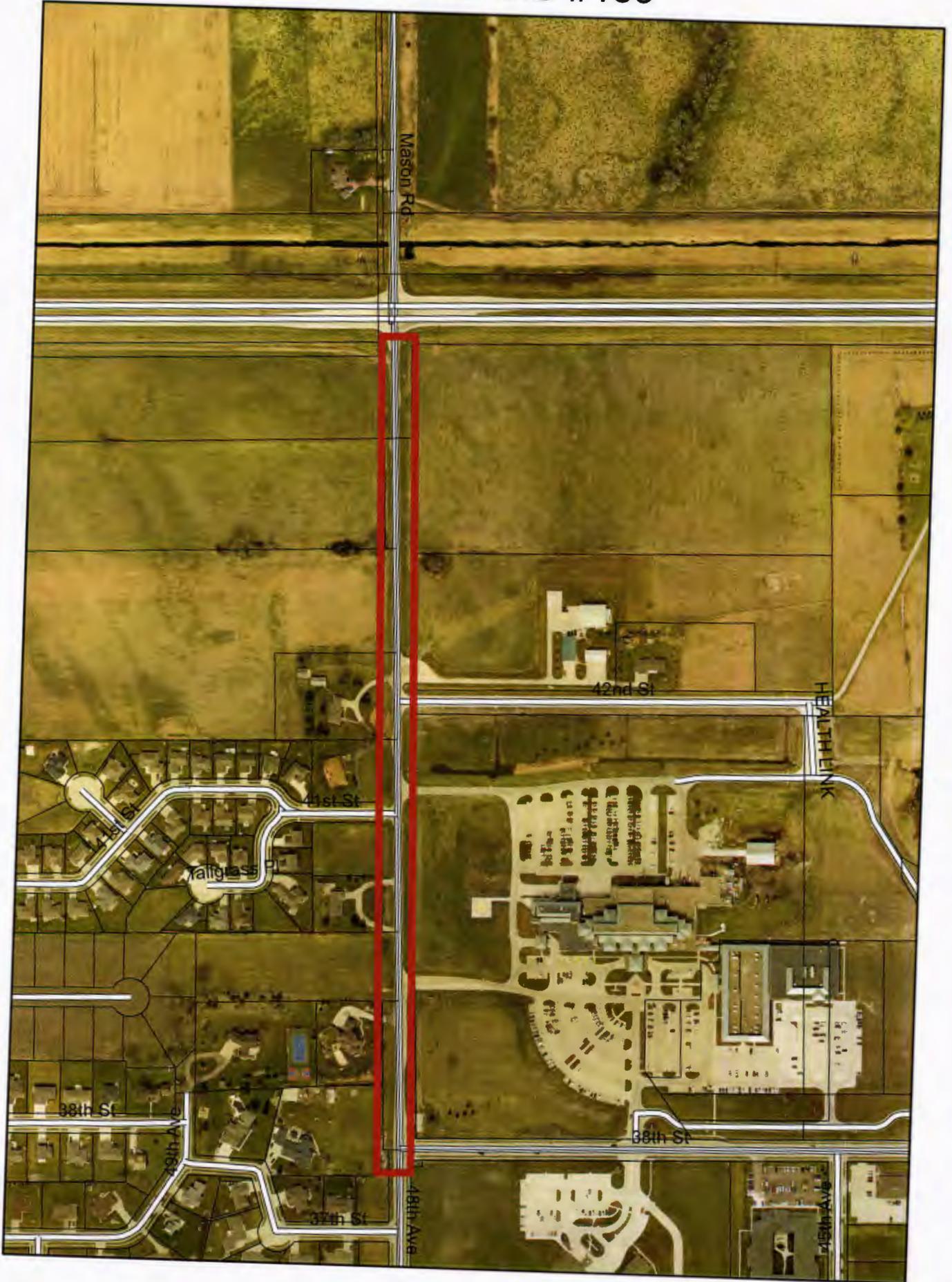
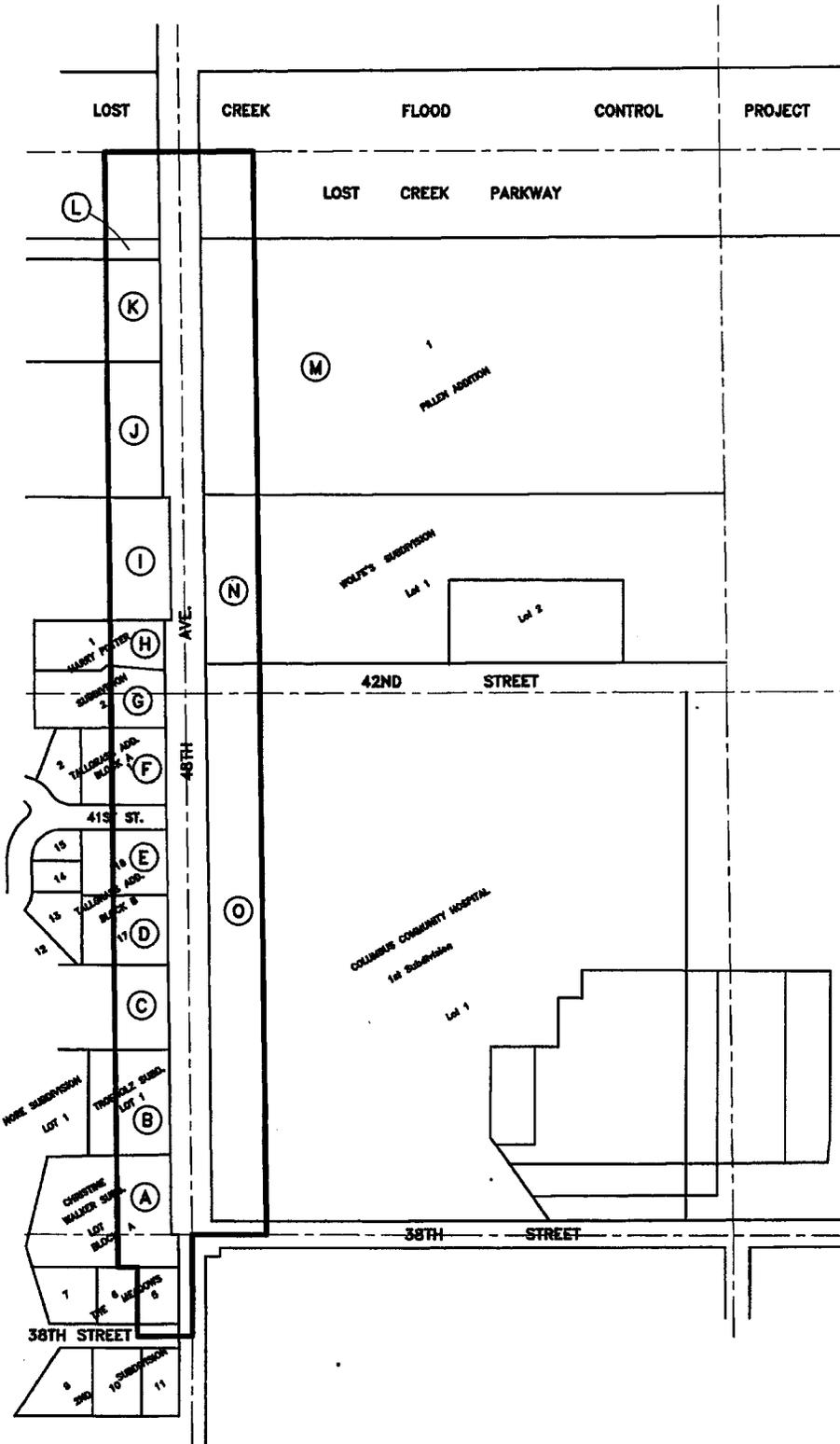


EXHIBIT A

SID #183



OWNERS:

- (A) Christine Walker
- (B) Jeannie C. Trofholz
- (C) Martin C & Teresa D. Nore
- (D) Bret T. & Connie K. Kumpf
- (E) Evan J. & Angela J. Trofholz
- (F) Tammy Dreifurst ETAL % Marilyn Campaign
- (G) Cole J. & Courtney K. Ziemba
- (H) Gary A. Potter
- (I) DGMJ LLC
- (J) Fehringer Properties LLC
- (K) Herbert H. Jr. & Diana M. Luchsinger
- (L) Fehringer Properties LLC
- (M) Pillen Holdings II LLC
- (N) KJ Wolfe LLC
- (O) Columbus Community Hospital Inc. % Chad VanCleave

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
01/20/2020	INVOICE	PCCBD01 JAN	DECEMBER COLLECTION SERVICES	4.00	
01/20/2020	INVOICE	PCCIT02 JAN	DECEMBER COLLECTION SERVICES	40.00	
01/20/2020	INVOICE	ACCCTY150 JAN	DECEMBER COLLECTION SERVICES	2,096.24	
Total:				2,140.24	
Net of 3 Invoices / 0 Checks				2,140.24	
1 3 invoices and 0 checks for 1 vendor:				2,140.24	