

City Council Regular Meeting
Monday, December 7, 2020 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

1. STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT

84-1407. Act, how cited.

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

84-1408. Declaration of intent; meetings open to public.

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

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

84-1409. Terms, defined.

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

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

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

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

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

(b) Discussion regarding deployment of security personnel or devices;(c) Investigative proceedings regarding allegations of criminal misconduct; or

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

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

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

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

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

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

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

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

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

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

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

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

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

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

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

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

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

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

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

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

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

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

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

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

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

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

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

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

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

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

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

Effective Date – September 1, 2019

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2. OATH OF OFFICE

A. Mayor-elect James B. Bulkley, Council Members-elect Charlie Bahr (Ward 1), Troy Hiemer (Ward 2), Ron Schilling (Ward 3), and John F. Lohr (Ward 4).

3. ROLL CALL

4. PRAYER

5. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

6. APPOINTMENT OF CITY OFFICERS

The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

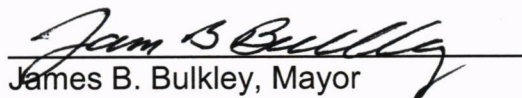
DATE: December 2, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments

With your permission, I wish to submit the following names for appointment and to receive the Oath of Office at the December 7, 2020, Columbus City Council meeting.

City Administrator
City Attorney

City Clerk
City Engineer
City Finance Director
City Physician

Tara Vasicek
Law Firm of Sipple, Hansen, Emerson,
Schumacher, Klutman, and Valorz
Janelle Kline
Rick Bogus
Heather Lindsley
Kipton L. Anderson, M.D.


James B. Bulkley, Mayor

- A. Tara Vasicek as city administrator.
- B. Law Firm of Sipple, Hansen, Emerson, Schumacher, Klutman, and Valorz as city attorney.
- C. Janelle Kline as city clerk.
- D. Rick Bogus as city engineer.
- E. Heather Lindsley as finance director.
- F. Kipton L. Anderson, M.D. as city physician.

7. **ELECTION OF COUNCIL PRESIDENT**

8. **APPOINTMENT OF COUNCIL MEMBERS TO PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE AND PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE**

- A. Council Members John F. Lohr, Rich Jablonski, Beth Augustine-Schulte, and Troy Hiemer to the Public Finance, Judiciary, and Personnel Committee and Council Members Charlie Bahr, Dennis Kresha, J. Prent Roth, and Ron Schilling to the Public Property, Safety, and Works Committee.

The City of **Columbus**

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Fax (402) 563-1380

MEMORANDUM

DATE: December 2, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments to Council Committees

With your permission, I wish to submit the following names for reappointment at the City Council meeting of December 7, 2020. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

PUBLIC FINANCE, JUDICIARY AND PERSONNEL COMMITTEE

- John F. Lohr
- Rich Jablonski
- Beth Augustine-Schulte
- Troy Hiemer

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE

- Charlie Bahr
- Dennis Kresha
- J. Prent Roth
- Ron Schilling

At the first committee meeting, both committees will need to select their own Chair and Vice Chair for a one-year term, neither of which shall be the President of the Council.


James B. Bulkley, Mayor

9. **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 November 16, 2020, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on November 16, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Council Member Beth Augustine-Schulte was absent and excused. City staff members included City Attorney Neal Valorz, City Clerk Janelle Kline, Police Chief Chuck Sherer, Public Property Director Doug Moore, Public Works Director Chuck Sliva, Fire Chief Dan Miller, Assistant City Clerk Robin Efta, and Library Assistant Brenda Pflum. City Administrator Tara Vasicek and City Engineer Rick Bogus participated via Zoom.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE.**
4. **CONSENT AGENDA:** Kline stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
 - 4.A. **Minutes of November 2, 2020, City Council meeting.**
 - 4.B. **Minutes of November 2, 2020, Community Development Agency meeting.**
 - 4.C. **Resolution No. R20-118 authorizing the mayor to sign the year-end certification of street superintendent for State of Nebraska Department of Transportation.** Resolution No. R20-118 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT TO THE NEBRASKA DEPARTMENT OF

- TRANSPORTATION, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.D. Resolution No. R20-119 approving request to Nebraska Department of Economic Development to extend completion date of the 15 Street reconstruction project to November 8, 2021, regarding Community Development Block Grant Project No. 16-CD-101.** Resolution No. R20-119 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING REQUEST TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT TO EXTEND THE COMPLETION DATE OF THE 15 STREET RECONSTRUCTION PROJECT TO NOVEMBER 8, 2021, REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 16-CD-101.
- 4.E. Resolution No. R20-120 approving Lease to Hangar Aircraft with Yellow Airplane LLC for Hangar No. 1412S. (Board of Airport Commissioners recommends approval.)** Resolution No. R20-120 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE TO HANGAR AIRCRAFT WITH YELLOW AIRPLANE, LLC (HANGAR NO. 1412S) AT THE COLUMBUS MUNICIPAL AIRPORT.
- 4.F. Resolution No. R20-121 authorizing payment of various improvement projects.** Resolution No. R20-121 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. - FIRE STATION \$55,620.06; B-D CONSTRUCTION, INC. - FIRE STATION \$342,889.65.
- 4.G. Finance Department reports.**
- 4.H. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training 11/27/20 Payroll \$669,891.96; 10 County Title & Escrow 2,400.00 CP; AC&L Sprinklers 1,065.00 S; Ace Hardware 590.12 S; Ace Sanitation 78.00 S; Advance Auto Parts 850.79 S; Ag Spray Equip 52.38 S; Amazon 3,998.87 S; Aqua-Chem 698.75 S; Awards & Engraving 494.25 S; B-D Const 398,509.71 CP; Behlen Towing 885.00 S; Black Hills Energy 4,064.82 S; Blazer 80.00 S; Board of Examiners for Land Surveyors 100.00 S; BOKF NA 2,572,381.81 B; Bound Tree Medical 3,441.25 S; Cede 72,466.25 B; Ctr for Municipal Solutions

775.00 S; Central Parts 360.43 S; Central Sand & Gravel 723.48 S; Century Link 2,983.89 S; Champlin Tire Recycling 17,847.69 G; City of Col 17,840.54 S; City of Norfolk 5,400.00 S; Civil Air Patrol Magazine 100.00 S; Clark Creative 7,515.34 CP; Club Prophet 90.00 S; CNC Repair 2,364.16 S; Col Chamber 1,480.00 S; Col Custom Embroidery 45.00 S; Col Screen Printing 334.00 S; Telegram 2,402.56 S; Col Tire 31.72 S; Commonwealth Electric 614.25 S; Core & Main 18,279.00 S; Cornhusker Power 901.16 S; Crane Sales 974.88 S; Culligan 179.70 S; D & K Products 6,905.47 S; Dale Johnson Trucking 522.00 S; Danko Emergency Equip 19,105.99 CP,S; Dohmen Garage Door 700.00 S; DPC Industries 1,247.25 S; D Dunbar 9,100.52 E,S; Eakes 437.71 S; Electronic Eng 966.51 S; Eller Heating 9.24 S; Ernst Auto 421.72 S; Fastenal 884.50 S; Ferrellgas 147.70 S; First National Bank 8,414.61 E; Frontier 648.70 S; Gale 378.01 S; Galls 876.46 S; Gehring Const 19.02 S; Gilmore & Assoc 3,956.70 CP; Ginger Moon 100.00 S; Godfather's 122.25 S; GolfNow 175.00 S; Great Plains Comm 310.00 S; Grey House Publishing 617.90 S; Doug Gubbels 146.50 S; Gunslingers 42.00 S; Hawkins 5,695.67 S; HDR 19,388.53 CP; Heartland Natural Gas 3,734.97 S; Hobby Lobby 52.76 S; Mark Howerter MD 616.00 S; Husker House 904.65 S; Hy-Vee 105.89 S; Ingram Library Services 1,732.09 S; Invoice Cloud 121.40 S; Island Supply Welding 305.92 S; Jackson Services 2,295.62 S; JEO Consulting 9,419.75 CP,S; Kelly Supply 410.68 S; Kidwell 28,776.00 CP; Language Line 86.81 S; Lawson Products 224.39 S; LARM 499,862.00 S; Lincoln Aquatics 3,503.92 S; Lincoln Winwater Works 95.40 S; Lingo 53.29 S; Loup Power 79,482.62 S; Mail Prep 4,241.22 S; Marley's Electric 1,006.38 S; Matheson-Linweld 25.11 S; Menards 984.25 S; Microfilm Imaging 1,643.00 S; MW Laboratories 1,733.75 S; MW Tape 173.93 S; Mike's Towing 630.00 S; Motorola Solutions 237,482.60 CP; MTM Recognition 1,958.58 S; Municipal Pipe Tool 31.22 S; NMCA 100.00 T; NE Fire Sprinkler 285.00 S; NE Notary Assoc 100.00 S; NE State Fire Marshal 240.00 S; Nevco Sports 539.31 S; Newman Signs 260.04 S; Niemann's Port-A-Pot 40.00 S; NE Community College 250.00 T; NoSwett Fencing 300.00 S; Occupational Health 1,473.00 S; OCLC 1,751.58 S; Officenet 570.24 S; Olson's Pest Tech 100.00 S; One Call Concepts 285.51 S; One Source 279.65 S; O'Reilly 132.02 S; Paper Tiger Shredding 227.10 S; Performance Printing 221.30 S; Petty Cash 101.10 E; Pioneer Door 305.00 S; Platte County 3,097.23 S; Pomp's Tire 28.21 S; Port-A-Johns 225.00 S; Reardon 337.95 S; RCI 109,968.31 S; Rock Bottom Towing 90.00 S; Sapp Bros 1,340.22 S; SCG Consulting 2,479.45 S; Schuyler Rubber 6,500.00 S; Sempek Paint 1,500.00 S; ServiceMaster 7,941.00 S; Shevlin Supply 128.43 S; Sipple Hansen Emerson Schumacher & Klutman 4,711.60 S; Linda Spain 50.00 R; State Fire Marshal 200.00 T; NE Dept of Revenue 61,336.49 S; Super Saver 95.18 S; Sysco 6,529.79 S; Telecommunications Systems 1,554.00 S; Time Warner 16.78 S; Tire Outlet 705.00 S; TM Cleaning 250.00 S; Tractor Supply 411.37 S; Tri County Repairs 425.91 S; Truck Ctr 6,293.95 S; Twin Rivers Vet 393.00 S; Tworek Welding 288.00 S; U & I Sanitation 119.50 S; UPRR 1,554.44 CP; UNMC 50.00 S; UPS 54.63 S; USA Blue Book 1,052.11 S; Van Diest 5,226.00 S; Van Wall 8,686.06 S; Verizon 2,334.38 S; VFW 2,346.00 S; Vol Fire 719.96 E; Waste Connections 138.06 S; Western Filtration Tech 1,034.47 S; Zee

Medical 120.15 S. TOTAL \$5,024,219.40.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Proclamation declaring Saturday, November 28, 2020, as Small Business Saturday.** Bulkley proclaimed Saturday, November 28, 2020, as Small Business Saturday.
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
10. **REPORTS OF COUNCIL COMMITTEES:**
 - 10.A. **PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - November 9, 2020**
 - 10.A.1. **July through September 2020 quarterly report of the Traffic Control Device Committee.** The Public Property, Safety, and Works Committee recommended to the mayor and council that the quarterly report of the Traffic Control Device Committee be approved. The report was adopted with a motion by Roth and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
 - 10.B. **PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - November 10, 2020**
 - 10.B.1. **Golf Professional's contract.** The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the one-year golf professional contract be approved. The report was adopted with a motion by Jablonski and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
11. **REPORTS OF SPECIAL COMMITTEES:** None
12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
 - 13.A. **Appointment of William G. Contreras as police officer.** Bahr read a brief resume and the mayor's appointment of William G. Contreras as police officer was ratified with a motion by Jablonski and a second by Hiemer. Contreras introduced himself and said he looks forward to serving the community as a police officer. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.

- 13.B. Application of Ferguson Properties, Inc. for preliminary plat of Park Place 9th Addition (33 Street and 45 Avenue). (Planning Commission recommends approval.)** The preliminary plat of Park Place 9th Addition was approved with a motion by Bahr and a second by Roth. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Augustine-Schulte was absent.
- 13.C. Quote from Commonwealth Electric Company of the Midwest in the amount of \$15,661 for traffic signal pre-emption installation for fire department.** The quote from Commonwealth Electric Company of the Midwest for traffic signal pre-emption installation was accepted with a motion by Schilling and a second by Hiemer. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Augustine-Schulte was absent.
- 13.D. Comments from mayor and city council members.** Bulkley thanked the citizens for voting during the recent election and welcomed the returning council members. Bulkley reported on a committee that the Chamber of Commerce is working with called “Vision Columbus” for the future growth of Columbus and asked citizens to take a survey that is available on the following website: www.thecolumbuspage.com to provide input. Bulkley requested citizens to do their best in helping slow down the COVID virus.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R20-122 approving extension to agreement with Board of Regents of the University of Nebraska, on behalf of University of Nebraska Medical Center, for forensic and crime lab testing services.** Resolution No. R20-122 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, ON BEHALF OF THE UNIVERSITY OF NEBRASKA MEDICAL CENTER, (UNMC) FOR FORENSIC AND CRIME LAB TESTING SERVICES, A COPY OF WHICH IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”. Augustine-Schulte was absent.
- 14.B. Resolution No. R20-123 approving Memorandum of Understanding with Lower Loup Natural Resources District regarding Columbus Recharge Project and city easements in the southeast drainage improvement area.** Resolution No. R20-123 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOWER LOUP

NATURAL RESOURCES DISTRICT CONCERNING THE COLUMBUS RECHARGE PROJECT AND THE CITY'S EASEMENTS IN THE SOUTHEAST DRAINAGE IMPROVEMENT AREA WAS adopted with a motion by Schilling and a second by Jablonski. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.

- 14.C. Resolution No. R20-124 approving agreement with vonRentzell Van & Storage, Inc. in an amount not to exceed \$68,300 for temporary relocation of library to former police department facility.** Resolution No. R20-124 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH VONRENTZELL VAN & STORAGE, INC. IN AN AMOUNT NOT TO EXCEED \$68,300 FOR LIBRARY RELOCATION SERVICES, 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 Lohr and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
- 14.D. Resolution No. R20-125 approving agreement with BVH Architecture in the amount of \$2,435,234 for design and construction phase services for the new combined library, children's museum, and city hall community building.** Resolution No. R20-125 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH BVH ARCHITECTURE IN THE AMOUNT OF \$2,435,234 FOR DESIGN AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE BUILDING CONSTRUCTION AND SITE DEVELOPMENT FOR A COMBINED LIBRARY, CHILDREN'S MUSEUM, AND CITY HALL COMMUNITY BUILDING, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HERewith was adopted with a motion by Bahr and a second by Hiemer. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.
- 14.E. Resolution No. R20-126 terminating Memorandum of Understanding with Community Internet Systems, Inc./Megavision for occupancy in the library.** Resolution No. R20-126 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING TERMINATION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUMBUS PUBLIC LIBRARY AND COMMUNITY INTERNET SYSTEMS, INC., AND RELATED ENTITY, COMMUNITY LOTTERY SYSTEMS, INC. was adopted with a motion by Hiemer and a second by Roth. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent. Bulkley noted that a letter

was received from Paul Schumacher of Community Internet Systems, Inc., on behalf of Schumacher and Linda Aerni, thanking the City of Columbus for allowing them to use the library for their facility for so many years.

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 20-24 approving purchase agreement with Jackson Services, Inc. in the amount of \$110,554 for purchase of current city-owned impound lot located on 10 Street and 30 Avenue. The rules were suspended and Ordinance No. 20-24 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH JACKSON SERVICES, INC, WHEREIN THE CITY WILL SELL LAND OWNED IN LOT 2, JACKSON SUBDIVISION, FOR A TOTAL PRICE OF \$110,554, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE EFFECTIVE DATE FROM AND AFTER THE DATE OF ITS PASSAGE, ADOPTION, PUBLICATION OR POSTING, AND REMONSTRANCE PERIOD AS REQUIRED BY LAW; AND TO PROVIDE FOR THE PUBLICATION IN PAMPHLET FORM was read by number only with a motion by Jablonski and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent. Ordinance No. 20-24 was adopted with a motion by Jablonski and a second by Schilling. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.

15.A.1. Quote from NoSwett Fencing & Decks in the amount of \$36,192 for fencing for new impound lot located at South 14 Avenue west of the wastewater treatment facility. The quote from NoSwett Fencing & Decks for fencing was accepted with a motion by Hiemer and a second by Lohr. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.

15.A.2. Quote from Capitol City Electric in the amount of \$39,362 for lighting for new impound lot located at South 14 Avenue west of the wastewater treatment facility. The quote from Capitol City Electric for lighting was accepted with a motion by Roth and a second by Kresha. Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Augustine-Schulte was absent.

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

- 18.A. ARL Credit Services.** ARL Credit Services - Service \$387.58. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave the Council Chambers during discussion and vote were suspended with a motion by Bahr and a second by Roth. Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. Augustine-Schulte was absent. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. Augustine-Schulte was absent.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:31 p.m.

Presented and approved this 7 day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

B. Minutes of November 24, 2020, Special City Council meeting.

A special meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on November 24, 2020, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, the same having been called by Mayor Bulkley.

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 Clerk Janelle Kline, Police Chief Chuck Sherer, Computer Network Technician Matt Soukup, Assistant City Clerk Robin Efta, and Library Assistant Brenda Pflum. City Administrator Tara Vasicek participated via Zoom.

2. **Emergency Ordinance No. 20-25 amending Chapter 92 of Title IX of Ordinance No. 05-47 (Columbus City Code) to add Sections 92.50 through 92.61, entitled "Prevention of COVID-19"; providing legislative findings and intent; requiring individuals to wear facial coverings and exceptions thereof; providing for enforcement of violations and penalties; establishing a sunset provision; and providing for the effective date.** The rules were suspended and Ordinance No. 20-25 entitled: AN EMERGENCY ORDINANCE PURSUANT TO THE CITY OF COLUMBUS' AUTHORITY TO PASS ORDINANCES AND MAKE REGULATIONS TO SERVE THE GENERAL HEALTH OF THE CITY, PRESCRIBE RULES FOR THE PREVENTION, ABATEMENT, AND REMOVAL OF NUISANCES AS WELL AS THE AUTHORITY TO MAKE SUCH REGULATIONS AS TO PREVENT THE INTRODUCTION AND SPREAD OF CONTAGIOUS, INFECTIOUS, OR MALIGNANT DISEASES IN THE CITY OF COLUMBUS, PURSUANT TO NEB. REV. STAT. §§16-201, 16-238, 16-240 AND 16-246; AMENDING CHAPTER 92 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO ADD SECTIONS 92.50 THROUGH 92.61 ENTITLED "PREVENTION OF COVID-19"; TO PROVIDE LEGISLATIVE FINDINGS AND INTENT; TO REQUIRE INDIVIDUALS TO WEAR FACIAL COVERINGS AND EXCEPTIONS THEREOF; TO PROVIDE FOR THE ENFORCEMENT OF VIOLATIONS AND PENALTIES; TO ESTABLISH A SUNSET PROVISION; AND TO PROVIDE THE EFFECTIVE DATE HEREOF was read by number only 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". Bulkley gave a brief history on how this meeting came to be and pointed out that a few communities have adopted a mask ordinance and a number of other communities, along with Columbus, are considering the option in order to help slow the spread of the virus. He noted the strain that the virus has been putting on medical professionals and hospital facilities and said the trends are escalating and something has to give. Bulkley announced that he and the council would hear from the opposing side prior to hearing from those in support of the ordinance. He requested that comments be kept short and to the point. The following citizens spoke and expressed opposition to this ordinance: Christine Walker 4820 37 Street; Alexander Vlach 2919 15 Street; Michael Jones 2172 18 Avenue; Taylor Anderson 3653 36 Avenue; Kyle Haddock 5212 42 Street; Lorelei Anderson 275 24 Avenue; Paul Young 3259 40 Avenue; Robert Wright 3279 38 Avenue; Randy Anderson 275 24 Avenue; Curt Brinkman 3507 20 Street; Lois Arlt 2718 36 Street; Bruce Keyes 4921 37 Street; Jed States 2816 28 Street; Melissa Kosch 4128 60 Street; Victoria Brinkman 3507 20 Street; Jack Hoppe 105 Pershing Road; Sharon Brinkman 1611 4 Street; Bennett Holt 2904 18 Street; Bill Suiter 1712 11 Street; Justin Anderson 5106 Copperhead Road; Steve Koch 2808 6 Street; Richard Kudron 564 22 Avenue; Jake Pales 1210 9 Street; Robin Keyes 4921 37 Street; Sharon Leffers 2570 14 Avenue East; Steve Lloyd 249 13 Street; Rebecca Tucker 4324 Connor Drive; Austin Keyes 4921 37 Street; Barb Cave 2014 31 Street; and Nathan Jackson 6039 Shady Lake Road. They cited the following statements and questions: masks impede oxygen and lowers immunity; city should promote exercise and supplements; will not shop locally if masks are mandated; statistics do not prove that masks are beneficial; the pandemic is not a real crisis, there are underlying conditions that cause deaths of COVID patients; mandating masks will have a negative impact on restaurants and small businesses; it is difficult to identify masked criminals for prosecution; masks are ineffective as they are not worn or stored properly; masks have generated extra trash on parking lots; masks make it difficult to form relationships; it is unhealthy and unsanitary to wear masks; enforcement of violations is impractical; mandating masks is an infringement of citizen's liberties; vaccinations for the pandemic will be available soon; government should trust individuals to protect themselves; statistics show that more deaths are caused by other illnesses; will this mandate lead to further mandates and how will HIPAA protect those who are unable to wear masks? A show of hands of those in attendance at the meeting indicated that a majority did not support the adoption of the ordinance. Jeremy Hladik, employee of Meridian Gardens, shared his experiences with COVID and expressed support of the ordinance in order to slow the spread of the virus. Shawna Gilbert and Greg Jarecke, representatives of BD Medical, read a letter of support of the ordinance from BD Medical's corporate headquarters. Bulkley acknowledged letters of support received from Behlen Manufacturing, Columbus Area Chamber of Commerce, Dr. Luke Lemke, Columbus Public

Schools, Scotus Central Catholic High School, and Lakeview Public Schools. Chuck Sepers, Chief Public Health Officer of East Central District Health Department, expressed support of the ordinance and gave a presentation on face masks and the reduction of COVID-19 transmission in communities, citing statistics and benefits of wearing a mask. Kip Anderson, M.D. expressed support of the ordinance and gave an account of healthcare provider's experiences in dealing with the pandemic. He said healthcare providers are physically and emotionally exhausted, the demand for hospital rooms is increasing at dangerous levels, forcing them to look at alternative facilities, and he said wearing masks will help slow the spread of the virus. Michelle Sells, M.D. noted that the healthcare team has prepared for this pandemic. They have explored different avenues to deliver safe healthcare, amended treatment protocols as needed, cross-trained, learned new skills, have become adaptive and flexible to manage patients as best as possible, and treated as many patients as possible from their clinics in order to avoid taking up necessary emergency room or inpatient beds at the hospital. The healthcare team has stepped up to deliver high quality medical care and will continue to do so; however, she feels everyone should do their part to assure that everything is being done to slow the pace of the virus. She urged everyone to accept the mask requirements and practice social distancing by avoiding crowds and large gatherings as well as practice excellent hand hygiene. David Bell, 15 Clear Lake, expressed support of the ordinance as he feels the city should take the advice of the medical professionals and he pointed out that the mask requirements are short-term. The council members thanked the public for all the phone calls and emails they received on this issue. Bahr pointed out that the ordinance provides for exceptions to wearing facial coverings and noted that masks are not required "if an individual can maintain a minimum of six feet of separation or social distance at all times from anyone who is not a member of the individual's household". Lohr inquired about possible long-term health issues after having COVID and Sell and Anderson said the long-term affects are unknown at this time; however, they are seeing ongoing symptoms from patients who have had the virus. Jablonski acknowledged that a mask mandate is a tough issue to address and encouraged anyone who may have an interest in serving on the council to file for a seat at the next election in two years in order to help make these types of decisions. He noted that he will vote against this ordinance as he does not feel it is enforceable. Roth expressed concerns that a mask mandate may not make an adequate difference in slowing down the virus as a large number of people currently wear masks. Hiemer stated that he does not feel that government should require masks to be worn as it is not enforceable. Augustine-Schulte clarified that the council members have not been required to wear masks at council meetings but have chosen to do so. She said she feels that businesses and organizations should determine whether or not masks are required in their facilities. Schilling questioned whether the number of COVID cases will decrease with a mask mandate as he has witnessed that a majority of people currently wear masks. Kresha

noted that Robert Redfield, M.D., Director of Centers for Disease Control and Prevention, has reported that masks do work. A motion was made by Bahr and a second by Kresha to adopt Ordinance No. 20-25. Bahr, Kresha, Lohr, and Roth voted "Aye" and Augustine-Schulte, Hiemer, Jablonski, and Schilling voted "Nay". Bulkley confirmed with the council members to be sure that the votes submitted were correct. Due to a tie vote, Mayor Bulkley voted "Aye" and Emergency Ordinance No. 20-25 was adopted.

3. Adjournment. The meeting adjourned at 9:55 p.m.

Presented and approved this 7 day of December, 2020.

MAYOR

ATTEST:

CITY CLERK

- C. Minutes of November 30, 2020, Civil Service Commission meeting certifying police officer candidates Angel Chavez and Nathan Fowler, and certifying Firefighter/EMT/Hazmat candidates Nicholas Blodgett, Reggie Rafert, and Joel Vollertsen and selecting Adam Svejda as additional Firefighter/EMT/Hazmat candidate for potential position in the near future.

CIVIL SERVICE COMMISSION MINUTES

November 30, 2020

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Doug Kluth on Monday, November 30, 2020 at 4:00 p.m. in the Conference Room at the Fire Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on November 19, 2020. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Doug Kluth read the following statement: "In compliance with the Open Meetings Act, Nebraska Revised Statute 84-1407, a current copy of the Act is available at this meeting." Present were members, Chris Steinke, Logan Bronson, Jack Gutierrez and Troy Loeffelholz. The minutes from the September 28, 2020 meeting were approved with a motion by Gutierrez and a second by Steinke with all members voting "Aye".

The purposes of the meeting were as follows:

- To select two additional names from the list of candidates previously interviewed for the position of Police Officer who would be certified to the appointing authority as qualified for the position of Police Officer.
- Discuss the interview procedure for Fire Lieutenant.
- Interview five applicants for the position of Firefighter/EMT/Hazmat and agree upon the names of three candidates who would be certified for one year to the appointing authority as qualified for the position of Firefighter/EMT/Hazmat.
- Select a fourth name to be moved up the list and certified for one year to the appointing authority as qualified for the position of Firefighter/EMT/Hazmat.

Following discussion, it was moved by Gutierrez and seconded by Steinke to certify to the Mayor and City Council, the applicants Angel Chavez and Nathan Fowler to move up on the list of names to be certified for the position of Police Officer. The motion passed unanimously.

There was then discussion regarding the position of Fire Lieutenant, as to whether to interview the two applicants that passed the written test or start over with retesting. Following discussion, it was moved by Bronson and seconded by Loeffelholz to interview the two applicants that passed the written test. The motion was passed unanimously.

Following discussion, it was moved by Bronson and seconded by Gutierrez to certify to the Mayor and City Council in no particular order, the applicants Nicholas Blodgett, Reggie Rafert, and Joel Vollertsen for the position of Firefighter/EMT/Hazmat. The

motion passed unanimously. There as a motion by Gutierrez and seconded by Steinke to select Adam Svejda to be a fourth name on the list to move up to be certified for one year to the appointing authority as qualified for the position of Firefighter/EMT/Hazmat. The motion passed unanimously.

There being no further items of business for the agenda, the meeting was adjourned at approximately 7:10 p.m. on November 30, 2020.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

- D. Reappointment of Lela Schaecher, Pam Perault, and Tom Wunderlich to the Americans with Disabilities Compliance Committee for three-year terms.

The City of **Columbus**

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Administration Office (402) 562-4232

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MEMORANDUM

DATE: November 30, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following name to you for reappointment at the December 7, 2020, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

AMERICANS WITH DISABILITIES COMPLIANCE COMMITTEE:
(Three Year Term)

Lela Schaecher
Pam Perault
Tom Wunderlich


James B. Bulkley, Mayor

CommitteeMtgs/AppointReappoint/ADA

- E. Reappointment of Dennis Worden to Columbus Board of Airport Commissioners for two-year term and Robert Cruise and Keith Harbour for three-year terms.

MEMORANDUM

DATE: November 30, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following name to you for reappointment at the December 7, 2020, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

COLUMBUS BOARD OF AIRPORT COMMISSIONERS:

Two Year Term

Dennis Worden

Three Year Term

Robert Cruise

Keith Harbour


James B. Bulkley, Mayor

F. Resolution No. R20-127 reaffirming city's intent to provide or expand municipal solid waste collection service.

RESOLUTION NO. R20-127

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REAFFIRMING ITS INTENT TO PROVIDE OR EXPAND MUNICIPAL SOLID WASTE COLLECTION SERVICE (WHETHER BY USE OF MUNICIPAL EMPLOYEES AND EQUIPMENT OR BY CONTRACT) IN AN AREA WHERE THE COLLECTION OF SOLID WASTE HAS BEEN PROVIDED BY A PRIVATE ENTITY PRIOR TO THE COMMENCEMENT OF SUCH SERVICE BY THE MUNICIPALITY.

NOW, THEREFORE, be it resolved that pursuant to Neb. Rev. Stat. §18-1752.01 (Sup. 1995) any municipality may proclaim by resolution its intent to provide or expand municipal solid waste collection service, whether by use of municipal employees and equipment or by contract, in an area where the collection of solid waste has been provided by a private entity prior to the commencement of such service by the municipality; and, be it further resolved that it is the intention of the City of Columbus, Nebraska, to begin municipal solid waste collection in the area.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus hereby reaffirms its intent to begin solid waste collection in the area, whether by use of municipal employees and equipment or by contract, provided however, that said municipal solid waste collection activity shall not commence prior to the expiration of any applicable limitation under Nebraska Revised Statute §18-1752.02 (Sup. 1995).

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



The City of **Columbus**

PUBLIC WORKS DEPARTMENT
Utility Billing • Water/Sewer Utility • Wastewater • MSW Transfer Station • Street
Director (402) 562-4260 Utility Billing (402) 562-4220

MEMORANDUM

DATE: November 30, 2020
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: DPW – Municipal Solid Waste Collection Service –
Resolution of Intent to Provide or Expand Services

RECOMMENDATION: Adopt the resolution allowing the City to exercise the option, if appropriate and necessary, to provide or expand the Municipal Solid Waste Collection Services.

DISCUSSION: The resolution allows the City of Columbus to provide or expand the municipal solid waste collection service whether by use of municipal employees and equipment, or by contract, in any area where the collection of solid waste has been provided by a private entity.

State of Nebraska Statute Section 18-1752.01.

Solid waste collection service; commencement; resolution; requirements.

Any municipality which intends to provide or expand municipal solid waste collection service in an area where the collection of solid waste has been provided by a private entity for a minimum of ninety days shall, by resolution, proclaim its intent to begin municipal solid waste collection in the area, whether by the use of municipal employees and equipment or by contract. The resolution shall be made by a vote of the governing body at a public meeting.

FISCAL IMPACT: None at this time.

ALTERNATIVES: Staff makes no alternative recommendation

SIGNATURES:

Recommendation By:

Public Works Director

Approved By:

City Administrator



- G. Resolution No. R20-128 approving Service/Consultant Agreement with Northeast Nebraska Economic Development District for Housing Management (Nebraska Affordable Housing Trust Funds Grant Contract No. 20-TFHP-17006).

RESOLUTION NO. R20- 128

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SERVICE/CONSULTANT AGREEMENT FOR HOUSING MANAGEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT (FOR NEBRASKA AFFORDABLE HOUSING TRUST FUNDS (NAHTF) GRANT CONTRACT NO. 20-TFHP-17006), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the City of Columbus, Nebraska, has received \$500,000, of which \$420,000 will be used for direct homebuyer assistance of up to \$30,000 per unit for the purchase of approximately 14 single-family homes, \$47,000 for housing management costs, and \$33,000 for general administration of the grant. The City will provide \$50,000 in matching funds to be utilized for direct homebuyer assistance for an additional two units, for a total of 16 units and total project cost of \$550,000 for Nebraska Affordable Housing Trust Funds (NAHTF) No. 20-TFHP-17006; and

WHEREAS, the Service/Consultant Agreement for Housing Administration will allow Northeast Nebraska Economic Development District to provide the administrative and housing services to the City for NAHTF No. 20-TFHP-17006. A copy of the Service/Consultant Agreement is attached hereto and incorporated herein by this reference.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Service/Consultant Agreement for Housing Management with Northeast Nebraska Economic Development District for NAHTF No. 20-TFHP-17006, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and, the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

The City of **Columbus**

DATE: November 18, 2020
TO: City Administrator/Mayor
FROM: Renee Whiting / Mandy Gear
SUBJECT: 20-TFHP-17006 Service/Consultant Agreement for Housing Management

RECOMMENDATION:

Approval of the Northeast Nebraska Economic Development District Service/Consultant Agreement for Housing Management.

DISCUSSION:

The Direct Homebuyer Assistance (DHA) Program is to provide financial assistance to low-to-moderate income households for the acquisition of property of up to \$30,000 per unit for the purchase of approximately 16 single-family units in the City of Columbus. When implementing a housing program, it is beneficial to utilize Northeast Nebraska Economic Development District as an independent entity to accomplish the Scope of Work to best accomplish the objectives of the local NAHTF program.

FISCAL IMPACT:

The NAHTF Contract is \$500,000 and will be paid from grant dollars. The City Match is \$50,000

CONCURRENCE:

SIGNATURE:

BY: Mandy Gear

APPROVED BY: 

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR HOUSING MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Columbus, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to the Nebraska Affordable Housing Act, the State of Nebraska Department of Economic Development (DED) is authorized to provide Nebraska Affordable Housing Trust Funds (hereafter referred to as NAHTF) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State NAHTF Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community has been notified of NAHTF funds reservation as a result of NAHTF application 20-TFHP-17006 for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community approved NAHTF program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local NAHTF program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date both parties sign. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of **\$47,000.00**. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is expressly understood that management of the housing program will be for a maximum amount of **\$47,000.00** of NAHTF Housing Program Activities.

Once Housing Program Activities exceed the grant requirements per Section E of Recitals of the grant contract, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with NAHTF funds through the State of Nebraska as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project unless a longer period is required to resolve audit findings or litigation.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The

suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

- 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

Then, the Community may terminate this contract in whole or in part and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

- 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject

the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

The Community, Consultant and subcontractors, if any, will comply with Executive Order 11246 as amended and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the NAHTF project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE _____

DATE _____

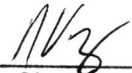
CONSULTANT

BY _____

TITLE Executive Director _____

DATE _____

APPROVED AS TO FORM

By 
City Attorney

ATTACHMENT 1

SCOPE OF WORK

THE CONTRACTOR WILL AS FOLLOWS:

1. Provide housing administrative services for NAHTF housing rehabilitation program.
2. Serve as the representative between homeowners, building contractors and the Community for rehabilitation projects.
3. Assist program applicants in application completion.
4. Maintain housing rehabilitation project files.
5. Conduct preliminary inspections of eligible homes in the Community.
6. Prepare all work write-ups and bid specifications.
7. Perform regular construction monitoring inspections.
8. Verify work completed and arrange progress payments to contractors.
9. Perform final inspections and certify completion of work.
10. Provide lead based paint services to include the following (IF APPLICABLE):

Lead Inspection:

- Travel to and from job location
- Complete residential questionnaire and collect information regarding the unit
- Schematic overview of the unit and photo documentation
- Perform testing utilizing SRF and prepare report
- Perform lead wipe and soil tests
- Prepare samples and file documentation

Risk Assessment:

- Identify lead hazards and potential lead hazards upon review of the XFR report and sample reports
- Prepare documentation of observations, hazard control solutions, cost estimates, recommendations, reevaluation, and monitoring schedule

Clearance Testing:

- Travel to and from job location
- Visual inspection of the unit in conjunction with lead wipe and soil tests
- Review sample results and prepare clearance documentation for the client, contractor, and client file

11. Provide progress reports to the Community and Housing Rehabilitation Board.
12. Attend meetings of Community as required.
13. Keep current on NAHTF housing rehabilitation guidelines.

H. Resolution No. R20-129 approving renewal of Maintenance Agreement No. 8 with Nebraska Department of Transportation from January 1, 2021 to December 31, 2021, for maintenance of state highway system in city limits.

RESOLUTION NO. R20- 129

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A RENEWAL FOR MAINTENANCE AGREEMENT NO. 8 WITH THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION FOR THE PERIOD JANUARY 1, 2021 TO DECEMBER 31, 2021, SETTING FORTH MAINTENANCE RESPONSIBILITIES OF THE CITY AND THE STATE REGARDING THOSE PORTIONS OF THE STATE HIGHWAY SYSTEM THAT LEAD INTO AND TRAVEL THROUGH THE CITY OF COLUMBUS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the renewal for Maintenance Agreement No. 8 with the State of Nebraska Department of Transportation for the period January 1, 2021 to December 31, 2021, setting forth maintenance responsibilities of the city and the state regarding those portions of the state highway system which lead into and travel through the city, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the city.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____,
2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 2, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Annual NDOT Highway Maintenance Agreement

RECOMMENDATION:

I recommend approval of the Resolution authorizing the Mayor to sign Maintenance Agreement No. 8 between the Nebraska Department of Transportation (NDOT) and the City of Columbus for highways located inside the corporate limits.

DISCUSSION:

This is a standard agreement the City approves annually. The NDOT reviews the per lane mile amount periodically.

FISCAL IMPACT:

The City will receive \$2,100 per lane mile to maintain the 24.48 lane miles (6.12 centerline miles) of State highway within the City corporate limits for the period between January 1, 2021, and December 31, 2021. Total due the City per the Agreement is \$51,408.

ALTERNATIVE:

None.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 8
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Columbus
Municipal Extensions in Columbus

We hereby agree that Maintenance Agreement No. 8 described above be renewed for the period January 1, 2021 to December 31, 2021.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2017 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____ Columbus _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Columbus

Date: 11/24/20

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 24.48 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

24.48 lane miles x \$2,100.00 per lane mile = \$51,408.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. Corporate Limits to 16th Ave. (Leave Corporate Limits)	30	377.85	380.50	2.65	4	10.60	10.60	0.00
10th Ave. Corporate Limits re-enter East Corporate Limits	30	380.76	382.53	1.77	4	7.08	7.08	0.00
Jct. US-30/23rd St. to N.W. Corporate Limits	81	111.89	113.59	1.70	4	6.80	6.80	0.00
Total Lane Miles				6.12		24.48	24.48	0.00

I. Payroll and bills on file.

OPEN
 CLAIMS \$5,000 - \$10,000

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
56088	MIDWEST SERVICE & SALES CO	11/12/2020	12/08/2020	6,363.56	6,363.56	Open	N
56091	GEHRING CONSTRUCTION &	11/10/2020	12/08/2020	5,502.00	5,502.00	Open	N
56161	LANDSCAPES UNLIMITED LLC	11/16/2020	12/08/2020	9,784.22	9,784.22	Open	N
56162	PETE LIEN & SONS INC.	11/11/2020	12/08/2020	5,732.10	5,732.10	Open	N
56163	M & L INC	11/19/2020	12/01/2020	5,998.50	5,998.50	Open	N
56164	M & L INC	11/19/2020	12/08/2020	5,473.80	5,473.80	Open	N
56248	REGIONAL CARE INC.	11/24/2020	12/08/2020	9,041.79	9,041.79	Open	N
56291	SMITH FERTILIZER GRAIN	11/17/2020	12/08/2020	7,050.80	7,050.80	Open	N
56304	COLUMBUS RETAIL, LLC	12/01/2020	12/08/2020	6,502.42	6,502.42	Open	N
56306	LARSON FAMILY REAL ESTATE	12/01/2020	12/08/2020	9,548.33	9,548.33	Open	N
56358	BENDER MATTHEW & CO	11/09/2020	12/08/2020	8,501.78	8,501.78	Open	N
56463	CITY OF COLUMBUS	11/25/2020	12/08/2020	7,132.98	7,132.98	Open	N
56465	CITY OF COLUMBUS	11/25/2020	12/08/2020	8,409.28	8,409.28	Open	N
56523	SAPP BROS PETROLEUM INC	11/09/2020	12/08/2020	5,180.00	5,180.00	Open	N
56567	CORE & MAIN LP	10/01/2020	12/08/2020	6,931.38	6,931.38	Open	N
# of Invoices:	15	# Due:	15	Totals:	107,152.94	107,152.94	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					107,152.94	107,152.94	

--- TOTALS BY FUND ---

100 - GENERAL FUND	18,286.00	18,286.00
200 - STREETS/ENGINEERING	24,096.36	24,096.36
480 - COMMUNITY REDEVL AUTH	16,050.75	16,050.75
500 - UTILITY SERVICE	21,274.36	21,274.36
520 - WATER	6,931.38	6,931.38
570 - SOLID WASTE DIVISION	11,472.30	11,472.30
999 - PAYROLL CLEARING	9,041.79	9,041.79

--- TOTALS BY DEPT/ACTIVITY ---

000 -	9,041.79	9,041.79
100 - GENERAL ADMINISTRATION	8,501.78	8,501.78
156 - QUAIL RUN GOLF COURSE	9,784.22	9,784.22
200 - STREETS	24,096.36	24,096.36
482 - SLUMBERLAND	9,548.33	9,548.33
489 - COLUMBUS RETAIL, LLC	6,502.42	6,502.42
501 - WASTEWATER TREATMENT FAC	21,274.36	21,274.36
520 - WATER	6,931.38	6,931.38
570 - TRANSFER STATION	11,472.30	11,472.30

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00001 12/08/2020	A & D TECHNICAL SUPPLY INVOICE	0000311563	INFINITY OFFICE SOFTWARE	898.00	
			Total:	898.00	
			Net of 1 Invoices / 0 Checks	898.00	
00516 12/08/2020	A & J GUNS INVOICE	0813	17 HOLSTERS	2,295.00	
			Total:	2,295.00	
			Net of 1 Invoices / 0 Checks	2,295.00	
02057 12/08/2020	A TO Z MESSAGING INVOICE	12120	MONTHLY FEES	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116 12/08/2020	ACE HARDWARE & GARDEN CNT INVOICE	1732505H	BULB	104.70	
12/08/2020	INVOICE	1732545	C9 ORG CERAMIC 4 PACK	7.96	
12/08/2020	INVOICE	1733365\$	ROPE POLY & SNAP BOLT	23.48	
12/08/2020	INVOICE	1733435	BULB	39.96	
12/08/2020	INVOICE	1733285	CABLE TIES	15.99	
12/08/2020	INVOICE	17334751	NUTS, BOLTS, SCREWS	19.30	
12/08/2020	INVOICE	1733625	FLAG AND MASK	31.48	
12/08/2020	INVOICE	1733615Z	BULB	45.98	
12/08/2020	INVOICE	1733835	BOLTS	18.95	
12/08/2020	INVOICE	1735005Y	MISC SUPPLIES	57.22	
12/08/2020	INVOICE	1735535%	BATTERY	30.78	
12/08/2020	INVOICE	1734885U	BULB, GLOVES, WD40	37.57	
12/08/2020	INVOICE	1735675G	STENCIL CARD STOCK	5.59	
12/08/2020	INVOICE	1734325T	OFFICE SUPPLIES	6.99	
12/08/2020	INVOICE	17343857	PVC 4" FLEX CAP	9.98	
12/08/2020	INVOICE	1734645-	CLOROX	9.18	
			Total:	465.11	
			Net of 16 Invoices / 0 Checks	465.11	
00180 12/08/2020	ADVANCE AUTO PARTS INVOICE	5606032480650	DEGREASER	25.75	
12/08/2020	INVOICE	5606031466215	OIL FILTER	3.14	
12/08/2020	INVOICE	5606032966576	WHEEL TOOLS & PULLER	35.07	
12/08/2020	INVOICE	5606033066604	GLASS CLEANER	4.59	
12/08/2020	INVOICE	5606033066603	GLASS CLEANER	55.08	
12/08/2020	INVOICE	5606033566670	PARTS	47.59	
12/08/2020	INVOICE	5606033544120	BREAK PADS	89.18	
12/08/2020	INVOICE	5606032480649	GATES AND FITTINGS FOR SHOP	781.99	
12/08/2020	INVOICE	5606033666696	PAINTED ROTOR #54	185.88	
12/08/2020	INVOICE	5606033580832	BREAK PAD PLAT SEMI-MET #54	38.99	
12/08/2020	INVOICE	5606033566663	SCALLOPED BLADE - SHOP	236.79	
12/08/2020	INVOICE	5606033566664	WINDOW HANDLE RET CLIPS #36	3.03	
12/08/2020	INVOICE	5606033566676	OIL SEALS #54	12.78	
			Total:	1,519.86	
			Net of 13 Invoices / 0 Checks	1,519.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10530 12/08/2020	ASSOCIATION OF CHILDREN'S MUSEUMS INVOICE	MEMBER ID 330	MEMBERSHIP RENEWAL	425.00	
			Total:	425.00	
			Net of 1 Invoices / 0 Checks	425.00	
01165 12/08/2020	BANNER PRESS INVOICE	112620	52 WEEK SUBSCRIPTION	49.50	
			Total:	49.50	
			Net of 1 Invoices / 0 Checks	49.50	
MISC 12/08/2020	BENACKA GLORY INVOICE	11/17/2020	UB refund for account: 400-63740-01	22.57	
			Total:	22.57	
			Net of 1 Invoices / 0 Checks	22.57	
00701 12/08/2020	BENDER MATTHEW & CO INVOICE	9780820514604	EDUCATIONAL MATERIALS	8,501.78	
			Total:	8,501.78	
			Net of 1 Invoices / 0 Checks	8,501.78	
02421 12/08/2020	BIBLIOTHECA LLC INVOICE	INV-US37495	CLOUD LIBRARY E BOOK LICENSE	15.53	
12/08/2020	INVOICE	INV-US37494	E BOOK	15.92	
			Total:	31.45	
			Net of 2 Invoices / 0 Checks	31.45	
00969 12/08/2020	BIERMAN CONTRACTING INC. INVOICE	2-FINAL	FIRE STATON DEMOLITION	76,220.23	
			Total:	76,220.23	
			Net of 1 Invoices / 0 Checks	76,220.23	
03256 12/08/2020	BLACK HILLS ENERGY INVOICE	2278616820 NOV	NATURAL GAS	61.12	
			Total:	61.12	
			Net of 1 Invoices / 0 Checks	61.12	
01147 12/08/2020	BLACKSTRAP INC INVOICE	123285	ROAD SALT	1,645.92	
			Total:	1,645.92	
			Net of 1 Invoices / 0 Checks	1,645.92	
00337 12/08/2020	BOMGAARS INVOICE	35712012	OVERALL	97.99	
12/08/2020	INVOICE	35704977	PARTS	50.88	
12/08/2020	INVOICE	35705278	HOLE SAW	12.99	
12/08/2020	INVOICE	35707373	PLIERS & ELECTRIC FENCE	34.97	
12/08/2020	INVOICE	35707428	PARTS	75.92	
12/08/2020	INVOICE	35708034	TORDON	63.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/08/2020	INVOICE	35708411	RUBBER HANDLE RATCHET	59.76	
12/08/2020	INVOICE	35708626	PARTS	36.29	
12/08/2020	INVOICE	35708596	GREASE	69.80	
12/08/2020	INVOICE	35707497	PINS & BUSHING	19.76	
12/08/2020	INVOICE	35704847	GARDEN HOSE	59.99	
12/08/2020	INVOICE	35702746	FLASHLIGHT & GLOVES	63.97	
12/08/2020	INVOICE	35702904	GLOVES	12.99	
12/08/2020	INVOICE	35702714	HYDRAULIC FLUID	29.99	
12/08/2020	INVOICE	35705645	SAWZALL BLADE	60.98	
12/08/2020	INVOICE	35702683	HOWE'S CONDITIONER & SAND TUBE	46.95	
12/08/2020	INVOICE	0988-017-0	CORRECT KEYING ERROR FROM PRIOR STATEMENT	(0.03)	
Total:				797.16	
Net of 17 Invoices / 0 Checks				797.16	
02858	BOPP DEREK				
12/08/2020	INVOICE	111120	REPAIR JOSH FRICKLE'S SPRINKLERS	935.00	
Total:				935.00	
Net of 1 Invoices / 0 Checks				935.00	
00240	BOUND TREE MEDICAL LLC				
12/08/2020	INVOICE	83852934	SUPPLIES	2,089.75	
12/08/2020	INVOICE	83863088	SUPPLIES	38.49	
12/08/2020	INVOICE	83861296	SUPPLIES	1,293.56	
12/08/2020	INVOICE	83859779	SANI WIPES	186.96	
12/08/2020	INVOICE	83858116	GOGGLES	45.81	
12/08/2020	INVOICE	83865729	GOGGLE, SAFESPLASH, GREEN FRAME, CLEAR LENS	5.09	
Total:				3,659.66	
Net of 6 Invoices / 0 Checks				3,659.66	
02979	CAPITAL BUSINESS SYSTEMS				
12/08/2020	INVOICE	1026907	SERVICE PLUS CONTRACT	86.17	
Total:				86.17	
Net of 1 Invoices / 0 Checks				86.17	
00622	CAT'S PRO MOW				
12/08/2020	INVOICE	908476	OCTOBER MOWING	250.00	
Total:				250.00	
Net of 1 Invoices / 0 Checks				250.00	
00008	CBS - REPORTING SERVICES				
12/08/2020	INVOICE	007051	2021 MEMBERSHIP & ADD ON	94.80	
Total:				94.80	
Net of 1 Invoices / 0 Checks				94.80	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
12/08/2020	INVOICE	75842-009	PROFESSIONAL SERVICES-ORIGINAL INVOICE HAD :	200.00	
12/08/2020	INVOICE	17745-009	PROFESSIONAL SERVICES-ORIGINAL INVOICE HAD :	200.00	
Total:				400.00	
Net of 2 Invoices / 0 Checks				400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03136 12/08/2020	CENTRAL COMMUNITY COLLEGE INVOICE	001780899	EMT TRAINING	2,048.00	
			Total:	2,048.00	
			Net of 1 Invoices / 0 Checks	2,048.00	
03137 12/08/2020	CENTRAL PARTS & MACHINE INVOICE	443410	COUPLINGS & HOSE	118.38	
12/08/2020	INVOICE	443443	OIL FILTERS	27.49	
12/08/2020	INVOICE	443108	A/T FLT KT	99.38	
12/08/2020	INVOICE	441984	PARTS	34.24	
12/08/2020	INVOICE	443022	FILTER WRENCE	8.08	
12/08/2020	INVOICE	001-418233	FITTINGS	85.31	
12/08/2020	INVOICE	001-418198	WIRE/CABLE	11.26	
12/08/2020	INVOICE	001-418356	COUPLER & HOSE	107.34	
12/08/2020	INVOICE	001-418357	SHOP TOWELS	53.47	
12/08/2020	INVOICE	2875 001-419274	HOSE, FUEL PUMP	71.04	
12/08/2020	INVOICE	2775 001-419164	FILTERS	40.44	
12/08/2020	INVOICE	2775 001-418969	DOOR LOCK ACTUATOR	121.46	
12/08/2020	INVOICE	2775 001-418867	DOOR HANDLE	14.82	
12/08/2020	INVOICE	2775 001-419152	BATTERY	110.44	
			Total:	903.15	
			Net of 14 Invoices / 0 Checks	903.15	
03138 12/08/2020	CENTRAL SAND & GRAVEL CO INVOICE	206398	NDOT ARMOR COAT	1,047.84	
			Total:	1,047.84	
			Net of 1 Invoices / 0 Checks	1,047.84	
00567 12/08/2020	CITY OF COLUMBUS INVOICE	100-13650-01 DEC	WATER & SEWER 10/2/20 - 11/3/20	388.22	
12/08/2020	INVOICE	200-21805-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	113.69	
12/08/2020	INVOICE	200-21960-05 DEC	WATER & SEWER 10/2/20 - 11/3/20	124.00	
12/08/2020	INVOICE	200-21980-02 DEC	WATER & SEWER 10/2/20 - 11/3/20	367.87	
12/08/2020	INVOICE	200-21981-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	154.72	
12/08/2020	INVOICE	200-37998-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	377.23	
12/08/2020	INVOICE	200-28755-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	53.45	
12/08/2020	INVOICE	200-39560-01 DEC	WATER & SEWER 10/2/20 - 11/3/20	29.61	
12/08/2020	INVOICE	200-39615-01 DEC	WATER & SEWER 10/2/20 - 11/3/20	110.87	
12/08/2020	INVOICE	200-39771-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	21.47	
12/08/2020	INVOICE	200-41055-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	25.96	
12/08/2020	INVOICE	200-44032-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	87.73	
12/08/2020	INVOICE	300-44985-02 DEC	WATER & SEWER 10/2/20 - 11/3/20	24.74	
12/08/2020	INVOICE	300-44986-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	99.91	
12/08/2020	INVOICE	300-44995-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	92.60	
12/08/2020	INVOICE	300-45761-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	25.06	
12/08/2020	INVOICE	300-45762-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	28.11	
12/08/2020	INVOICE	300-47514-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	558.31	
12/08/2020	INVOICE	300-47515-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	535.76	
12/08/2020	INVOICE	300-47517-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	599.29	
12/08/2020	INVOICE	300-47518-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	176.38	
12/08/2020	INVOICE	300-49615-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	15.78	
12/08/2020	INVOICE	300-49665-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	55.42	
12/08/2020	INVOICE	300-50035-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	62.32	
12/08/2020	INVOICE	300-54059-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	428.77	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/08/2020	INVOICE	300-57933-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	56.23	
12/08/2020	INVOICE	300-57934-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	253.71	
12/08/2020	INVOICE	300-57935-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	7,132.98	
12/08/2020	INVOICE	300-57936-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	325.24	
12/08/2020	INVOICE	300-57937-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	8,409.28	
12/08/2020	INVOICE	300-57938-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	106.61	
12/08/2020	INVOICE	300-61005-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	230.59	
12/08/2020	INVOICE	300-62105-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	49.10	
12/08/2020	INVOICE	300-62155-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	725.09	
12/08/2020	INVOICE	400-65101-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	90.16	
12/08/2020	INVOICE	400-69475-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	420.44	
12/08/2020	INVOICE	400.70005-01 DEC	WATER & SEWER 10/2/20 - 11/3/20	273.60	
12/08/2020	INVOICE	400-81020-00 DEC	WATER & SEWER 10/2/20 - 11/3/20	554.61	
Total:				23,184.91	
Net of 38 Invoices / 0 Checks				23,184.91	
00262	CLUB PROPHET SYSTEMS				
12/08/2020	INVOICE	402012012302	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
12/08/2020	INVOICE	10002274	SUPPLIES	1,006.61	
Total:				1,006.61	
Net of 1 Invoices / 0 Checks				1,006.61	
00036	COLUMBUS CUSTOM EMBROIDERY				
12/08/2020	INVOICE	E36322	CLOTHES-ROBIN EFTA	80.00	
12/08/2020	INVOICE	E36118	FLEECE JACKET-MELODEE PEDERSON	33.00	
Total:				113.00	
Net of 2 Invoices / 0 Checks				113.00	
10450	COLUMBUS RETAIL, LLC				
12/08/2020	INVOICE	12.08.20	COLUMBUS RETAIL TIF BONDS PAYMENT PARCEL #7:	6,502.42	
Total:				6,502.42	
Net of 1 Invoices / 0 Checks				6,502.42	
03144	COLUMBUS TELEGRAM				
12/08/2020	INVOICE	112920	ADVERTISING	911.21	
12/08/2020	INVOICE	112920	ADVERTISING	442.20	
Total:				1,353.41	
Net of 2 Invoices / 0 Checks				1,353.41	
03143	COLUMBUS TIRE & SERVICE				
12/08/2020	INVOICE	1-12250	TIRE REPAIRS	33.00	
Total:				33.00	
Net of 1 Invoices / 0 Checks				33.00	
10307	COLUMBUS WESTGATE, LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/08/2020	INVOICE	12.08.20	HOBBY LOBBY TIF BOND PAYMENTS	14,569.01	
			Total:	14,569.01	
			Net of 1 Invoices / 0 Checks	14,569.01	
01250	COMMONWEALTH ELECTRIC COMPANY				
12/08/2020	INVOICE	57123	TROUBLESHOOT LIGHTS	136.50	
12/08/2020	INVOICE	57095	RETRO FIT OLD FIXTURES TO LED	4,634.38	
12/08/2020	INVOICE	57110	TROUBLESHOOT LIGHTS AT BELL TOWER	68.25	
12/08/2020	INVOICE	57126	SCORE BOARD REPAIRS	307.13	
			Total:	5,146.26	
			Net of 4 Invoices / 0 Checks	5,146.26	
03145	COMMUNITY INTERNET SYSTEMS INC.				
12/08/2020	INVOICE	112420	INTERNET	15.00	
12/08/2020	INVOICE	112420	INTERNET	15.00	
12/08/2020	INVOICE	112420	INTERNET	15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
01239	CONNELL KAREN				
12/08/2020	INVOICE	111620	EMPLOYEE MEAL	348.74	
			Total:	348.74	
			Net of 1 Invoices / 0 Checks	348.74	
00006	CONSOLIDATED WATER SOLUTIONS				
12/08/2020	INVOICE	22238	CP 4513 TOTE	13,500.03	
			Total:	13,500.03	
			Net of 1 Invoices / 0 Checks	13,500.03	
02718	CORE & MAIN LP				
12/08/2020	INVOICE	N048646	METER SUPPLIES FOR RESALE	6,931.38	
			Total:	6,931.38	
			Net of 1 Invoices / 0 Checks	6,931.38	
03147	CORNHUSKER PUBLIC POWER DIST				
12/08/2020	INVOICE	415030005 DEC	ELECTRICITY	41.15	
12/08/2020	INVOICE	415030006 DEC	ELECTRICITY	183.95	
12/08/2020	INVOICE	415030001 DEC	ELECTRICITY	100.18	
12/08/2020	INVOICE	415030007 DEC	ELECTRICITY	254.70	
12/08/2020	INVOICE	415030008 DEC	ELECTRICITY	154.67	
12/08/2020	INVOICE	415030009 DEC	ELECTRICITY	155.65	
			Total:	890.30	
			Net of 6 Invoices / 0 Checks	890.30	
03149	CULLIGAN OF COLUMBUS				
12/08/2020	INVOICE	246334	COOLER RENTAL	31.00	
12/08/2020	INVOICE	246366	COOLER RENTAL	35.00	
12/08/2020	INVOICE	246376	REVERSE OSMOSIS EQUIPMENT	60.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	126.00	
			Net of 3 Invoices / 0 Checks	126.00	
00270	DANKO EMERGENCY EQUIPMENT				
12/08/2020	INVOICE	113261	PGI BARRIAIRE GOLD - PPE	1,020.00	
			Total:	1,020.00	
			Net of 1 Invoices / 0 Checks	1,020.00	
03279	DAS STATE ACCOUNTING				
12/08/2020	INVOICE	1245312	MONTHLY NETWORK CHARGES	256.00	
12/08/2020	INVOICE	1245362	MONTHLY NETWORK CHARGES - NOVEMBER 2020	959.99	
			Total:	1,215.99	
			Net of 2 Invoices / 0 Checks	1,215.99	
00177	DRUMMOND GEORGE & SHARELYN				
12/08/2020	INVOICE	120820PD	ANNUAL LEASE PAYMENT FOR SHOOTING RANGE	1,200.00	
			Total:	1,200.00	
			Net of 1 Invoices / 0 Checks	1,200.00	
03158	EAKES OFFICE SOLUTIONS				
12/08/2020	INVOICE	INV240707	COPIES	698.12	
12/08/2020	INVOICE	INV243197	COPIER CHARGES	128.02	
12/08/2020	INVOICE	INV243039	COPIER CHARGE	177.63	
			Total:	1,003.77	
			Net of 3 Invoices / 0 Checks	1,003.77	
03159	EBSCO INDUSTRIES INC				
12/08/2020	INVOICE	2101954	MATERIALS	3.30	
			Total:	3.30	
			Net of 1 Invoices / 0 Checks	3.30	
01741	ECOLAB				
12/08/2020	INVOICE	6258643995	ENZYMATIC 5 GAL	599.80	
			Total:	599.80	
			Net of 1 Invoices / 0 Checks	599.80	
03027	ECONOMY HOMETOWN MARKET INC.				
12/08/2020	INVOICE	111820	MEAT	197.30	
			Total:	197.30	
			Net of 1 Invoices / 0 Checks	197.30	
00191	ELECTRIC PUMP INC				
12/08/2020	INVOICE	0889628-IN	PURE AIR FILTRATION MEDIA	3,074.62	
			Total:	3,074.62	
			Net of 1 Invoices / 0 Checks	3,074.62	
03161	ELECTRICAL ENGINEERING &				
12/08/2020	INVOICE	6970061-00	THERMOSTAT	35.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	35.70	
			Net of 1 Invoices / 0 Checks	35.70	
01597 12/08/2020	ELECTRONIC ENGINEERING INVOICE	853003313-1	PROGRAM 3 RADIOS	112.50	
			Total:	112.50	
			Net of 1 Invoices / 0 Checks	112.50	
00392 12/08/2020	ELECTRONIC SYSTEMS INC INVOICE	31420	FIRE ALARM INSPECTION	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03163 12/08/2020	ENTERPRISE ELECTRIC COLUMBUS INVOICE	1145-526976	PARTS	18.56	
12/08/2020	INVOICE	1145-526846	BATTERY	58.32	
			Total:	76.88	
			Net of 2 Invoices / 0 Checks	76.88	
10523 12/08/2020	ESTATE OF JUDITH K MEAYS INVOICE	20-15132	REFUND AMBULANCE SERVICE 2/18/20	94.24	
			Total:	94.24	
			Net of 1 Invoices / 0 Checks	94.24	
02113 12/08/2020	FAS-BREAK WINDSHIELD REPAIR INVOICE	16744	WINDSHIELD REPAIR	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
03165 12/08/2020	FASTENAL COMPANY INVOICE	NECOL228731	PARTS	34.48	
12/08/2020	INVOICE	229064	PARTS	319.20	
			Total:	353.68	
			Net of 2 Invoices / 0 Checks	353.68	
03168 12/08/2020	FIRST NATIONAL BANK INVOICE	F612	OCTOBER CHARGES	490.01	
			Total:	490.01	
			Net of 1 Invoices / 0 Checks	490.01	
02423 12/08/2020	FIRST NATIONAL BANK OMAHA INVOICE	1002160	SAFE DEPOSIT BOX RENT	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
MISC 12/08/2020	FITTJE PAMELA INVOICE	11/17/2020	UB refund for account: 400-73128-00	517.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	517.76	
			Net of 1 Invoices / 0 Checks	517.76	
00459	GALE				
12/08/2020	INVOICE	NO. 72542367	MATERIALS	24.00	
12/08/2020	INVOICE	72637678	CHILTON LIBRARY SUBSCRIPTION	2,629.02	
			Total:	2,653.02	
			Net of 2 Invoices / 0 Checks	2,653.02	
03172	GALLS LLC				
12/08/2020	INVOICE	016851419	ACCUMOLD ELITE ADJ RADIO	40.99	
12/08/2020	INVOICE	016905199	WOMENS TACLITE PDU PANT	207.97	
12/08/2020	INVOICE	016935559	SA01 170 KEYRING SILENT KEY POUCH	70.99	
12/08/2020	INVOICE	016889816	CARGO PANT-PEREZ	89.22	
12/08/2020	INVOICE	016894835	CARGO PANT	170.03	
12/08/2020	INVOICE	016900291	CARGO PANT	178.44	
			Total:	757.64	
			Net of 6 Invoices / 0 Checks	757.64	
01789	GAVER TIRE & AUTO CENTER INC				
12/08/2020	INVOICE	49675	TIRE	165.03	
12/08/2020	INVOICE	49674	TIRE	165.03	
			Total:	330.06	
			Net of 2 Invoices / 0 Checks	330.06	
03174	GEHRING CONSTRUCTION &				
12/08/2020	INVOICE	11092	ADDITIONAL WORK ON 12TH AVE VIADUCT	5,502.00	
12/08/2020	INVOICE	51970	AIRPORT-NEW BLDG	561.88	
12/08/2020	INVOICE	51969	AIRPORT - NEW BLDG	203.75	
12/08/2020	INVOICE	4	15TH ST RECONSTRUCTION	283,731.64	
			Total:	289,999.27	
			Net of 4 Invoices / 0 Checks	289,999.27	
00303	GENE STEFFY FORD				
12/08/2020	INVOICE	173109	OIL CHANGE, CABIN FILTER, LUG NUTS	252.65	
			Total:	252.65	
			Net of 1 Invoices / 0 Checks	252.65	
10527	GENERAL FIRE AND SAFETY EQUIP CO.				
12/08/2020	INVOICE	343064	FIRE SUPPRESSION SYSTEM INSPECTION	205.00	
			Total:	205.00	
			Net of 1 Invoices / 0 Checks	205.00	
00053	GILMORE & ASSOCIATES				
12/08/2020	INVOICE	37576	15TH STREET CONSTRUCTION STAKING	4,950.00	
12/08/2020	INVOICE	37606	WATER/SEWER EXTENSIONS-DEER RUN ESTATES	2,100.00	
			Total:	7,050.00	
			Net of 2 Invoices / 0 Checks	7,050.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02594 12/08/2020	GREAT PLAINS BUILDING SUPPLY INVOICE	340117	6 KEYS	5.94	
			Total:	5.94	
			Net of 1 Invoices / 0 Checks	5.94	
02075 12/08/2020	GREAT PLAINS COMMUNICATIONS INVOICE	139461	OCTOBER CHARGES	501.82	
			Total:	501.82	
			Net of 1 Invoices / 0 Checks	501.82	
10424 12/08/2020	GREAT PLAINS STATE BANK INVOICE	12.08.20	COLUMBUS RETAIL TIF BOND PAYMENT PARCEL #710	15,203.43	
			Total:	15,203.43	
			Net of 1 Invoices / 0 Checks	15,203.43	
03182 12/08/2020	HACH COMPANY INVOICE	12207777	ASSY, LIQUID DETECT	320.22	
12/08/2020	INVOICE	12197391	SENSOR CAP REPLACEMENT	756.32	
12/08/2020	INVOICE	12203450	DESICCANT, DRIERITE	49.50	
			Total:	1,126.04	
			Net of 3 Invoices / 0 Checks	1,126.04	
03183 12/08/2020	HADLEY-BRAITHWAIT COMPANY INVOICE	221695	TOWELS & TRASH BAGS	199.80	
12/08/2020	INVOICE	221870	2 CASES TRASH BAGS	85.50	
			Total:	285.30	
			Net of 2 Invoices / 0 Checks	285.30	
10524 12/08/2020	HAUSLER, SANDRA K INVOICE	20-65603	REFUND AMBULANCE SERVICE 6/30/20	307.59	
			Total:	307.59	
			Net of 1 Invoices / 0 Checks	307.59	
00272 12/08/2020	HAWKINS INC INVOICE	4834471	CHEMICALS	3,419.51	
			Total:	3,419.51	
			Net of 1 Invoices / 0 Checks	3,419.51	
01424 12/08/2020	HEARTLAND NATURAL GAS LLC INVOICE	81657	NATURAL GAS - 2310 14TH ST ACCT 4447-5106-0	30.41	
			Total:	30.41	
			Net of 1 Invoices / 0 Checks	30.41	
10522 12/08/2020	HENRY, HOLLY INVOICE	20-46193	AMBULANCE SERVICE REFUND 5/7/20-TRAVYN THEY	107.94	
			Total:	107.94	
			Net of 1 Invoices / 0 Checks	107.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10297 12/08/2020	HERNANDEZ ESPERANZA INVOICE	093020LIB	REISSUE LOST MILEAGE CHECK FROM 10/20/20	16.44	
			Total:	16.44	
			Net of 1 Invoices / 0 Checks	16.44	
01724 12/08/2020	HOBBY LOBBY INVOICE	94472432	METAL SIGNS AND WALL DECOR	76.96	
			Total:	76.96	
			Net of 1 Invoices / 0 Checks	76.96	
00150 12/08/2020	HOMETOWN LEASING INVOICE	121920	DECEMBER LEASE PAYMENT	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
02781 12/08/2020	HOTSY EQUIPMENT CO. INVOICE	308855	3/8 SS HP SWIVEL	90.88	
12/08/2020	INVOICE	308103	RECONDITIONED HOTSY	3,500.00	
			Total:	3,590.88	
			Net of 2 Invoices / 0 Checks	3,590.88	
10515 12/08/2020	HUSKER STEAK HOUSE INVOICE	874400	DISPATCHER, PUBLIC WORKS, CITY HALL MEALS	1,902.30	
			Total:	1,902.30	
			Net of 1 Invoices / 0 Checks	1,902.30	
00088 12/08/2020	INDUSTRIAL CONTROL SYSTEMS INC INVOICE	2433	POWERFLEX 753, 25HP STANDARD DRIVE	4,137.06	
			Total:	4,137.06	
			Net of 1 Invoices / 0 Checks	4,137.06	
03194 12/08/2020	INGRAM LIBRARY SERVICES, INC INVOICE	49287985	MATERIALS	102.62	
12/08/2020	INVOICE	49340619	MATERIALS	38.02	
12/08/2020	INVOICE	49390262	MATERIALS	45.40	
12/08/2020	INVOICE	49423191	MATERIALS	32.05	
12/08/2020	INVOICE	49438411	MATERIALS	120.84	
12/08/2020	INVOICE	49488805	MATERIALS	75.32	
12/08/2020	INVOICE	49368824	MATERIALS	683.06	
12/08/2020	INVOICE	49310563	MATERIALS	786.37	
			Total:	1,883.68	
			Net of 8 Invoices / 0 Checks	1,883.68	
00296 12/08/2020	INTERNATIONAL CODE COUNCIL INC INVOICE	3294326	LICENSE	145.00	
			Total:	145.00	
			Net of 1 Invoices / 0 Checks	145.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02554	INTERSTATE BATTERY SYSTEM				
12/08/2020	INVOICE	210078078	CORE	(20.00)	
12/08/2020	INVOICE	210077880	SUPPLIES	243.90	
			Total:	223.90	
			Net of 2 Invoices / 0 Checks	223.90	
03199	JACKSON SERVICES INC				
12/08/2020	INVOICE	4429879	MATS	57.69	
12/08/2020	INVOICE	4432356	MATS & UNIFORMS	135.27	
12/08/2020	INVOICE	4433961	SOAP, UNIFORMS	373.46	
12/08/2020	INVOICE	4429861	MOPS & UNIFORMS	60.27	
12/08/2020	INVOICE	4430729	MOPS, MATS	160.01	
12/08/2020	INVOICE	4429860	UNIFORMS	16.45	
12/08/2020	INVOICE	4428122	MATS	2.81	
12/08/2020	INVOICE	4428121	UNIFORMS	90.81	
12/08/2020	INVOICE	4428111	TOWELS, MAT, MOP	34.97	
12/08/2020	INVOICE	4428112	UNIFORMS	133.32	
12/08/2020	INVOICE	4428113	MOPS, MATS & TOWELS	56.74	
12/08/2020	INVOICE	4423590	UNIFORMS	133.32	
12/08/2020	INVOICE	4423589	MATS & MOPS	29.81	
12/08/2020	INVOICE	4423591	MATS, MOPS	7.33	
12/08/2020	INVOICE	4426222	MATS & UNIFORMS	64.22	
12/08/2020	INVOICE	4426223	MATS	20.66	
12/08/2020	INVOICE	4428120	UNIFORMS	104.27	
12/08/2020	INVOICE	4428952	UNIFORMS	295.32	
12/08/2020	INVOICE	4426221	UNIFORMS	16.45	
12/08/2020	INVOICE	4425406	MOPS, MATS	65.81	
12/08/2020	INVOICE	4423599	MATS & LINENS	135.27	
12/08/2020	INVOICE	4423600	UNIFORMS	90.81	
12/08/2020	INVOICE	4423601	TOWELS	17.50	
12/08/2020	INVOICE	4423588	UNIFORMS	295.32	
12/08/2020	INVOICE	4434870	UNIFORMS	16.45	
12/08/2020	INVOICE	4434871	MATS, UNIFORMS	101.78	
12/08/2020	INVOICE	4432357	UNIFORMS	90.81	
12/08/2020	INVOICE	4432182	PAPER TOWELS	48.24	
12/08/2020	INVOICE	4432358	MAT, TOWELS	26.81	
			Total:	2,681.98	
			Net of 29 Invoices / 0 Checks	2,681.98	
00532	JEO CONSULTING GROUP INC				
12/08/2020	INVOICE	120819	LOUP RIVER LEVEE IMPROVEMENTS	1,873.75	
			Total:	1,873.75	
			Net of 1 Invoices / 0 Checks	1,873.75	
10528	JOHNSON, MADDY				
12/08/2020	INVOICE	111820JCC	MILEAGE FOR TRAINING-POLK CO SHERIFF OFFICE	28.75	
			Total:	28.75	
			Net of 1 Invoices / 0 Checks	28.75	
03202	KELLY SUPPLY COMPANY				
12/08/2020	INVOICE	S12257123-0	BANJO POLY ADPT	2.84	
12/08/2020	INVOICE	S12257028-0	PARTS	17.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	20.29	
			Net of 2 Invoices / 0 Checks	20.29	
10520 12/08/2020	KUSH BROS INC. INVOICE	001687	PREP & SEED 8-9 ACRES AT AIRPORT	11,600.00	
			Total:	11,600.00	
			Net of 1 Invoices / 0 Checks	11,600.00	
10338 12/08/2020	LANDSCAPES UNLIMITED LLC INVOICE	3	QUAIL RUN GOLF COURSE	32,823.28	
12/08/2020	INVOICE	4	QUAIL RUN GOLF COURSE	15,597.05	
12/08/2020	INVOICE	1002	ADDITIONAL COST FOR TRASH ON HOLE 4	3,840.00	
12/08/2020	INVOICE	1001	ADDITIONAL IRRIGATION HOLE 5	9,784.22	
			Total:	62,044.55	
			Net of 4 Invoices / 0 Checks	62,044.55	
01183 12/08/2020	LARM (LEAGUE ASSOCIATION OF INVOICE	2890996	ADDITIONAL TERRORISM COVERAGE FOR AVIATION I	281.00	
			Total:	281.00	
			Net of 1 Invoices / 0 Checks	281.00	
10301 12/08/2020	LARSON FAMILY REAL ESTATE INVOICE	12.08.20	SLUMBERLAND TIF BOND PAYMENTS	9,548.33	
			Total:	9,548.33	
			Net of 1 Invoices / 0 Checks	9,548.33	
02596 12/08/2020	LAWSON PRODUCTS INVOICE	9308015693	SUPPLIES	41.56	
12/08/2020	INVOICE	9308047276	PARTS	236.92	
			Total:	278.48	
			Net of 2 Invoices / 0 Checks	278.48	
02758 12/08/2020	LIGENZA STEPAHNIE A INVOICE	111920	MILEAGE	15.53	
			Total:	15.53	
			Net of 1 Invoices / 0 Checks	15.53	
02162 12/08/2020	LINCOLN AQUATICS INVOICE	D8708456	CHEMICALS	1,751.96	
			Total:	1,751.96	
			Net of 1 Invoices / 0 Checks	1,751.96	
00013 12/08/2020	LOGAN CONTRACTORS SUPPLY INC INVOICE	Q03958	V BELT POLY V 25PK 990	192.31	
			Total:	192.31	
			Net of 1 Invoices / 0 Checks	192.31	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03214	LOUP POWER DISTRICT				
12/08/2020	INVOICE	169120 NOV	ELECTRICITY	3,168.00	
12/08/2020	INVOICE	111920COL	LINE RELOCATION FOR VIADUCT	133,503.15	
			Total:	136,671.15	
			Net of 2 Invoices / 0 Checks	136,671.15	
01806	M & L INC				
12/08/2020	INVOICE	092020	YARD WASTE REMOVAL - SEPTEMBER	5,998.50	
12/08/2020	INVOICE	102020	YARD WASTE REMOVAL-OCTOBER	5,473.80	
			Total:	11,472.30	
			Net of 2 Invoices / 0 Checks	11,472.30	
03215	M & O DOOR PRODUCTS				
12/08/2020	INVOICE	0097378-IN	SERVICE & REPAIR	138.00	
12/08/2020	INVOICE	0097468-IN	STAMP KEYS	16.00	
			Total:	154.00	
			Net of 2 Invoices / 0 Checks	154.00	
03217	MAILBOX				
12/08/2020	INVOICE	108397	SHIPPING CHARGES	10.94	
12/08/2020	INVOICE	107924	SHIPPING CHARGES	27.78	
12/08/2020	INVOICE	107991	SHIPPING CHARGES	11.84	
12/08/2020	INVOICE	108013	SHIPPING CHARGES - POLICE TESTS	19.31	
12/08/2020	INVOICE	107906	SHIPPING CHARGES	10.76	
12/08/2020	INVOICE	107937	SHIPPING CHARGES	10.10	
12/08/2020	INVOICE	107956	SHIPPING CHARGES	76.18	
12/08/2020	INVOICE	108031	SHIPPING CHARGES	10.76	
12/08/2020	INVOICE	108076	SHIPPING CHARGES	10.76	
12/08/2020	INVOICE	108113	SHIPPING CHARGES	10.76	
12/08/2020	INVOICE	108178	SHIPPING CHARGES	10.73	
12/08/2020	INVOICE	108204	SHIPPING CHARGES	10.10	
12/08/2020	INVOICE	108228	SHIPPING CHARGES	21.63	
12/08/2020	INVOICE	108254	SHIPPING CHARGES	10.73	
12/08/2020	INVOICE	108276	SHIPPING CHARGES	10.10	
12/08/2020	INVOICE	1083321	SHIPPING CHARGES	10.76	
12/08/2020	INVOICE	108427	SHIPPING CHARGES	10.76	
			Total:	284.00	
			Net of 17 Invoices / 0 Checks	284.00	
MISC	MALICKY LARRY DR				
12/08/2020	INVOICE	11/19/2020	UB refund for account: 300-50780-00	36.62	
			Total:	36.62	
			Net of 1 Invoices / 0 Checks	36.62	
03212	MATHESON-LINWELD				
12/08/2020	INVOICE	51722681	TANKS - OXYGEN USP	24.30	
			Total:	24.30	
			Net of 1 Invoices / 0 Checks	24.30	
03220	MENARDS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
12/08/2020	INVOICE	30067	SUPPLIES	63.29	
12/08/2020	INVOICE	30096	WH CROMATE II 5' CHANNEL	13.98	
12/08/2020	INVOICE	30051	CONCRETE MIX	6.60	
12/08/2020	INVOICE	29174	PEST CONTROL	96.33	
12/08/2020	INVOICE	29015	ALUMINUM 2 STEP II - LADDER	24.97	
12/08/2020	INVOICE	29329	SUPPLIES	5.16	
12/08/2020	INVOICE	29083	CLOROX WIPES	64.32	
12/08/2020	INVOICE	28549	DOWELS - SUPPLIES RE TRAINING PROP	15.33	
12/08/2020	INVOICE	28848	PAIL, BOWL BRUSH AND SQUEEGEE	44.85	
12/08/2020	INVOICE	28792	4" PVC CAP	11.56	
12/08/2020	INVOICE	28813	VELCRO STRIP	13.99	
12/08/2020	INVOICE	28911	GLOVES	18.37	
12/08/2020	INVOICE	28970	GLOVES	26.74	
12/08/2020	INVOICE	29184	WHITE CAULK	14.69	
12/08/2020	INVOICE	29043	JUMPER CABLES	44.37	
12/08/2020	INVOICE	29689	WASHER FLUID	31.01	
12/08/2020	INVOICE	29657	MISC SUPPLIES	43.80	
12/08/2020	INVOICE	29426	COMPUTER SUPPLIES - CABLE MANAGEMENT	25.50	
12/08/2020	INVOICE	29724	4 BOARDS	99.96	
12/08/2020	INVOICE	29585	FEM HOSE ADAPTOR	10.88	
12/08/2020	INVOICE	29897	CLOCK	12.99	
12/08/2020	INVOICE	29981	PUMICE SCOURING STICKS	105.91	
12/08/2020	INVOICE	29304	LAG SCREWS	4.28	
12/08/2020	INVOICE	29303	2 X 10 GREEN TREATED BOARD	17.83	
12/08/2020	INVOICE	29586	SUPPLIES	10.91	
12/08/2020	INVOICE	29447	SUPPLIES	216.87	
12/08/2020	INVOICE	29361	MAGNETIC SWEEPER	39.99	
12/08/2020	INVOICE	29356	PAINT SUPPLIES	95.89	
Total:				1,180.37	
Net of 28 Invoices / 0 Checks				1,180.37	
02403	MICROFILM IMAGING SYSTEMS INC				
12/08/2020	INVOICE	84484	2 SCANNERS	1,643.00	
12/08/2020	INVOICE	84489	ANNUAL SERVICE AGREEMENT ON 2 SCANNERS	160.00	
Total:				1,803.00	
Net of 2 Invoices / 0 Checks				1,803.00	
03222	MID-AMERICAN RESEARCH				
12/08/2020	INVOICE	0718463-IN	FLOOR CLEANER	237.40	
Total:				237.40	
Net of 1 Invoices / 0 Checks				237.40	
00903	MIDWEST RIGHT OF WAY SERVICES				
12/08/2020	INVOICE	5668	SEPT & OCT CHARGES	912.50	
Total:				912.50	
Net of 1 Invoices / 0 Checks				912.50	
03226	MIDWEST SERVICE & SALES CO				
12/08/2020	INVOICE	0029408	PLOW PARTS	6,363.56	
12/08/2020	INVOICE	0029462	BLADE REPAIR	336.62	
Total:				6,700.18	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	6,700.18	
00487	MIDWEST TAPE LLC				
12/08/2020	INVOICE	99703755	MATERIALS	39.99	
12/08/2020	INVOICE	99636624	DVD	43.48	
12/08/2020	INVOICE	99667126	MATERIALS	184.95	
			Total:	268.42	
			Net of 3 Invoices / 0 Checks	268.42	
02756	MONROE TRUCK EQUIPMENT INC.				
12/08/2020	INVOICE	5442566	FLOW CONTROL VALVE	742.29	
			Total:	742.29	
			Net of 1 Invoices / 0 Checks	742.29	
03230	MOTION INDUSTRIES INC				
12/08/2020	INVOICE	NE07-438369	PARTS	39.47	
			Total:	39.47	
			Net of 1 Invoices / 0 Checks	39.47	
00845	MUNICIPAL EMERGENCY SERVICES				
12/08/2020	INVOICE	IN1517265	TEMPEST	428.00	
			Total:	428.00	
			Net of 1 Invoices / 0 Checks	428.00	
00210	MUNICIPAL PIPE TOOL CO LLC				
12/08/2020	INVOICE	31887	REPAIR FOR OZ III	912.64	
			Total:	912.64	
			Net of 1 Invoices / 0 Checks	912.64	
10225	NAPA AUTO PARTS OF COLUMBUS				
12/08/2020	INVOICE	400001180	BATTERY CABLE	3.30	
			Total:	3.30	
			Net of 1 Invoices / 0 Checks	3.30	
10306	NBC CAPITAL, LLC				
12/08/2020	INVOICE	12.08.20	RAMADA INN TIF BOND PAYMENTS	27,839.01	
			Total:	27,839.01	
			Net of 1 Invoices / 0 Checks	27,839.01	
00572	NE DEPT OF TRANSPORTATION				
12/08/2020	INVOICE	0643603	FINAL SETTLEMENT-PROJ #SPR-1(55) - AGR #BL1'	3,073.02	
12/08/2020	INVOICE	0643602	FINAL SETTLEMENT PROJ #SPR-1(56) - AGR #BL1'	2,833.70	
12/08/2020	INVOICE	112420	STREET SUPERINTENDENT LICENSE - BOGUS	100.00	
			Total:	6,006.72	
			Net of 3 Invoices / 0 Checks	6,006.72	
10529	NEBRASKA GENERATOR SERVICE LLC				
12/08/2020	INVOICE	10730	GENERATOR MAINTENANCE	1,601.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,601.21	
			Net of 1 Invoices / 0 Checks	1,601.21	
00444 12/08/2020	NEBRASKA PUBLIC HEALTH INVOICE	533606	TESTING	447.00	
			Total:	447.00	
			Net of 1 Invoices / 0 Checks	447.00	
03239 12/08/2020	NEBRASKA SUPREME COURT INVOICE	112020	6 U C C REISSUE 2020	33.90	
			Total:	33.90	
			Net of 1 Invoices / 0 Checks	33.90	
00259 12/08/2020	NIEMANN'S PORT-A-POT LLC INVOICE	I4133	PORTABLE RENTAL	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
00070 12/08/2020	NORFOLK DAILY NEWS INVOICE	121220	12 MONTH SUBSCRIPTION	211.00	
			Total:	211.00	
			Net of 1 Invoices / 0 Checks	211.00	
03246 12/08/2020	NORTHEAST NEBRASKA ECONOMIC INVOICE	21743	CDBG DPA REUSE OCT 2020 ADMIN SERVICES	90.00	
12/08/2020	INVOICE	21745	CDBG REHAB REUSE OCT ADMIN, INSPECTIONS 1470	610.00	
			Total:	700.00	
			Net of 2 Invoices / 0 Checks	700.00	
03245 12/08/2020	NORTHEAST NEBRASKA SOLID INVOICE	103120 TRANSFER	OCTOBER LANDFILL CHARGES	61,032.15	
			Total:	61,032.15	
			Net of 1 Invoices / 0 Checks	61,032.15	
00358 12/08/2020	OBRIST & CO INC INVOICE	2	SED47 / WED 64	177,059.11	
			Total:	177,059.11	
			Net of 1 Invoices / 0 Checks	177,059.11	
03249 12/08/2020	OCCUPATIONAL HEALTH SERV INVOICE	68501	POST ACCIDENT TESTING	198.00	
12/08/2020	INVOICE	68612	DRUG TESTING	260.00	
12/08/2020	INVOICE	68692	TESTING	631.00	
12/08/2020	INVOICE	68570	RANDOM DRUG TESTING	384.00	
12/08/2020	INVOICE	68477	TESTING	331.00	
			Total:	1,804.00	
			Net of 5 Invoices / 0 Checks	1,804.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03171	OFFICENET				
12/08/2020	INVOICE	949687-0	FILE FOLDERS	5.71	
12/08/2020	INVOICE	949990-0	SUPPLIES	32.45	
12/08/2020	INVOICE	949852-0	SUPPLIES	29.40	
12/08/2020	INVOICE	949853-0	SUPPLIES	2.46	
12/08/2020	INVOICE	IN70728	COPIER CONTRACT	39.00	
12/08/2020	INVOICE	950336-0	MARKERS, BINDER CLIPS	4.10	
12/08/2020	INVOICE	950170-0	DRUM UNIT	88.49	
12/08/2020	INVOICE	949996-0	BUSINESS CARD STOCK	52.08	
12/08/2020	INVOICE	949806-0	PLANNERS	19.62	
12/08/2020	INVOICE	950111-0	INK CARTRIDGE	40.99	
12/08/2020	INVOICE	950248-0	DAILY CALENDER/APPT BOOK	39.84	
12/08/2020	INVOICE	950242-0	ENVELOPES	32.96	
12/08/2020	INVOICE	9502122-0	MASKS	76.60	
			Total:	463.70	
			Net of 13 Invoices / 0 Checks	463.70	
02852	OLSON'S PEST TECHNICIANS				
12/08/2020	INVOICE	189400	PEST CONTROL	52.00	
12/08/2020	INVOICE	189398	PEST CONTROL	85.00	
12/08/2020	INVOICE	189396	PEST CONTROL	50.00	
			Total:	187.00	
			Net of 3 Invoices / 0 Checks	187.00	
10525	ON POINT CONSTRUCTION				
12/08/2020	INVOICE	10877/200696	PERMIT REIMBURSEMENT/STARBUCK PROJECT	956.25	
			Total:	956.25	
			Net of 1 Invoices / 0 Checks	956.25	
01451	ONE CALL CONCEPTS INC				
12/08/2020	INVOICE	0110124	LOCATE FEES	215.62	
			Total:	215.62	
			Net of 1 Invoices / 0 Checks	215.62	
01307	ONE SOURCE				
12/08/2020	INVOICE	1639-20201130	BACKGROUND CHECK	54.00	
			Total:	54.00	
			Net of 1 Invoices / 0 Checks	54.00	
00176	O'REILLY AUTOMOTIVE INC				
12/08/2020	INVOICE	0681-479694	OIL, HYDRAULIC & AIR FILTERS	156.08	
12/08/2020	INVOICE	0681-479187	WEATHER STRIP	26.99	
12/08/2020	INVOICE	0681-478813	AR CHRG CN	95.22	
12/08/2020	INVOICE	0681-479366	BREAK CLEANER	23.88	
12/08/2020	INVOICE	0681-480274	CONNECTOR	8.49	
12/08/2020	INVOICE	0681-478324	RIGHT STUFF, TOGGLE SWITCH	31.48	
12/08/2020	INVOICE	0681-480109	DISCONNECTS, TERMINAL	10.77	
			Total:	352.91	
			Net of 7 Invoices / 0 Checks	352.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03252 12/08/2020	OVERHEAD DOOR COMPANY INVOICE	0097344-IN	35' TALL ROLL UP DOOR STUCK OPEN	980.00	
			Total:	980.00	
			Net of 1 Invoices / 0 Checks	980.00	
03010 12/08/2020	PACE ANALYTICAL SERVICES LLC INVOICE	2060119605	TESTING	774.00	
			Total:	774.00	
			Net of 1 Invoices / 0 Checks	774.00	
00345 12/08/2020	PETE LIEN & SONS INC. INVOICE	20POS/126610	QUICKLIME FINES	5,732.10	
			Total:	5,732.10	
			Net of 1 Invoices / 0 Checks	5,732.10	
02926 12/08/2020	POWER TECH LLC INVOICE	C000402	MINOR PM- JOINT COMM CENTER	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
03261 12/08/2020	PRESTOX INVOICE	8730960	PEST CONTROL	49.00	
12/08/2020	INVOICE	8730965	PEST CONTROL	47.00	
12/08/2020	INVOICE	8899566	PEST CONTROL	55.00	
12/08/2020	INVOICE	8730962	PEST CONTROL	62.00	
			Total:	213.00	
			Net of 4 Invoices / 0 Checks	213.00	
00575 12/08/2020	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	14793695 - GS	DEF SENSOR / EST RESET	1,704.92	
12/08/2020	INVOICE	14757951 GP	REMAN-INJECT	337.79	
			Total:	2,042.71	
			Net of 2 Invoices / 0 Checks	2,042.71	
10361 12/08/2020	QUADIENT FINANCE USA, INC. INVOICE	112320	POSTAGE ADDED TO MACHINE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
10416 12/08/2020	QUADIENT LEASING USA, INC. INVOICE	N8590432	QTRLY LEASE #N19091478 - MAIL MACHINE	642.63	
			Total:	642.63	
			Net of 1 Invoices / 0 Checks	642.63	
10294 12/08/2020	QUICK MED CLAIMS INVOICE	INV8670	OCTOBER	4,011.48	
			Total:	4,011.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	4,011.48	
MISC 12/08/2020	REARDON ROBIN INVOICE	11/19/2020	UB refund for account: 400-78385-02	43.92	
			Total:	43.92	
			Net of 1 Invoices / 0 Checks	43.92	
01621 12/08/2020	REGIONAL CARE INC. INVOICE	11.19.2020	HEALTH CLAIMS	120,864.78	
12/08/2020	INVOICE	112420	FLEX CLAIMS	9,041.79	
12/08/2020	INVOICE	112720	HEALTH CLAIMS	50,304.76	
12/08/2020	INVOICE	120320	DECEMBER HEALTH CLAIMS	41,912.53	
			Total:	222,123.86	
			Net of 4 Invoices / 0 Checks	222,123.86	
10521 12/08/2020	RONGISH, PAMELA S INVOICE	20-28212	AMBULANCE SERVICE REFUND 3/14/20	88.47	
			Total:	88.47	
			Net of 1 Invoices / 0 Checks	88.47	
00284 12/08/2020	S & S WILLERS INC INVOICE	112320	SAND	602.72	
			Total:	602.72	
			Net of 1 Invoices / 0 Checks	602.72	
03270 12/08/2020	SAPP BROS COLUMBUS INC INVOICE	07032084	FUEL	51.08	
12/08/2020	INVOICE	09016319	FUEL	20.17	
12/08/2020	INVOICE	09016362	FUEL	66.57	
12/08/2020	INVOICE	10016519	FUEL	39.11	
12/08/2020	INVOICE	44014061	FUEL	50.63	
			Total:	227.56	
			Net of 5 Invoices / 0 Checks	227.56	
03268 12/08/2020	SAPP BROS PETROLEUM INC INVOICE	IN3288536	FUEL	5,180.00	
12/08/2020	INVOICE	IN3286447	FUEL	3,947.84	
12/08/2020	INVOICE	IN3286454	FUEL	2,916.00	
12/08/2020	INVOICE	IN3288529	FUEL	52.00	
12/08/2020	INVOICE	IN3288530	FUEL	212.00	
12/08/2020	INVOICE	IN3288577	FUEL	154.86	
12/08/2020	INVOICE	IN3288578	FUEL ADDITIVE	52.00	
12/08/2020	INVOICE	IN3294107	FUEL	472.45	
12/08/2020	INVOICE	IN3298440	FUEL	98.45	
12/08/2020	INVOICE	IN3301449	FUEL	2,589.00	
			Total:	15,674.60	
			Net of 10 Invoices / 0 Checks	15,674.60	
02827 12/08/2020	SCHINDLER ELEVATOR CORPORATION INVOICE	8105481338	BI MONTHLY BILLING	594.44	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	594.44	
			Net of 1 Invoices / 0 Checks	594.44	
00465	SERVICEMASTER BY SHEVLIN				
12/08/2020	INVOICE	7826	MONTHLY JANITORIAL SERVICE	2,085.00	
12/08/2020	INVOICE	7821	MONTHLY JANITORIAL SERVICES	2,015.00	
12/08/2020	INVOICE	7820	MONTHLY JANITORIAL SERVICES	86.00	
12/08/2020	INVOICE	7849	MONTHLY JANITORIAL SERVICES	1,412.00	
12/08/2020	INVOICE	7830	MONTHLY JANITORIAL SERVICES	2,343.00	
			Total:	7,941.00	
			Net of 5 Invoices / 0 Checks	7,941.00	
01926	SMITH FERTILIZER GRAIN				
12/08/2020	INVOICE	4 006739	BEET	7,050.80	
			Total:	7,050.80	
			Net of 1 Invoices / 0 Checks	7,050.80	
01679	SNAP-ON TOOLS				
12/08/2020	INVOICE	10292024073	MINI DUCTOR KIT	747.00	
			Total:	747.00	
			Net of 1 Invoices / 0 Checks	747.00	
03280	STATE OF NEBR DEPT OF REVENUE				
12/08/2020	INVOICE	113020	NOVEMBER SALES TAX	134.26	
12/08/2020	INVOICE	113020	NOVEMBER SALES TAX	54,600.18	
12/08/2020	INVOICE	1130220GOLF	NOVEMBER SALES TAX	609.27	
			Total:	55,343.71	
			Net of 3 Invoices / 0 Checks	55,343.71	
00244	STERICYCLE INC				
12/08/2020	INVOICE	4009741978	MEDICAL WASTE SERVICES	963.57	
			Total:	963.57	
			Net of 1 Invoices / 0 Checks	963.57	
00105	SUPER SAVER				
12/08/2020	INVOICE	113449	FOOD	27.88	
			Total:	27.88	
			Net of 1 Invoices / 0 Checks	27.88	
00110	SYSCO LINCOLN				
12/08/2020	INVOICE	361390948	SUPPLIES	1,260.15	
12/08/2020	INVOICE	361379978	FOOD	1,024.34	
12/08/2020	INVOICE	361401001	ROLL TOWELS, FOOD SUPPLIES	590.94	
12/08/2020	INVOICE	361410314	FOAM CONTAINERS, FOOD SUPPLIES	1,254.95	
			Total:	4,130.38	
			Net of 4 Invoices / 0 Checks	4,130.38	
10271	THE HOME DEPOT PRO				
12/08/2020	INVOICE	575316450	STERIPHENE II SPRING DISINFECTANT	126.14	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	126.14	
			Net of 1 Invoices / 0 Checks	126.14	
00158 12/08/2020	THIEM DONNA INVOICE	110520	MILEAGE	101.20	
			Total:	101.20	
			Net of 1 Invoices / 0 Checks	101.20	
03128 12/08/2020 12/08/2020	TIRE OUTLET INC INVOICE INVOICE	192117 193030	TIRE REPAIRS 1 TIRE	135.00 159.00	
			Total:	294.00	
			Net of 2 Invoices / 0 Checks	294.00	
00737 12/08/2020	TITAN MACHINERY INVOICE	14858004	36" RUBBER EDGE	1,405.95	
			Total:	1,405.95	
			Net of 1 Invoices / 0 Checks	1,405.95	
02739 12/08/2020	TRAVELERS CL REMITTANCE CENTER INVOICE	000586614	DAVID SYSLO CLAIM	760.94	
			Total:	760.94	
			Net of 1 Invoices / 0 Checks	760.94	
00550 12/08/2020 12/08/2020	TRUCK CENTER COMPANIES INVOICE INVOICE	224790J 123009	ANTENNA ROSENBAUER FIRE TRUCK MAINTENANCE	30.82 1,013.08	
			Total:	1,043.90	
			Net of 2 Invoices / 0 Checks	1,043.90	
00100 12/08/2020 12/08/2020 12/08/2020	U & I SANITATION INVOICE INVOICE INVOICE	8676-256 8676-264 8676-354	NOVEMBER GARBAGE SERVICE SANITATION WASTE COLLECTION	119.50 50.00 85.00	
			Total:	254.50	
			Net of 3 Invoices / 0 Checks	254.50	
03290 12/08/2020	ULTRA GRAPHICS INVOICE	880-09775	BLANK-GREEN FEE ENVELOPES	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00289 12/08/2020	UNION PACIFIC RAILROAD CO INVOICE	90101993	PLAN REVIEW, CONSTR 12AVE VIADUCT/AT-GRADE (42,711.82	
			Total:	42,711.82	
			Net of 1 Invoices / 0 Checks	42,711.82	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03292 12/08/2020	UNITED STATES POST OFFICE INVOICE	POST OFFICE PERMIT 35	RENEWAL FEE FOR PERMIT #35 - 2/1/21-1/31/22	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
03294 12/08/2020	USA BLUE BOOK INVOICE	410879	SJE PUMPMASER	295.80	
12/08/2020	INVOICE	410880	SJE SIGNAL MASTER FLOAT	115.90	
12/08/2020	INVOICE	411530	SIGNAL MASTER SPDT 50'	352.44	
12/08/2020	INVOICE	417044	FLOAT	173.85	
			Total:	937.99	
			Net of 4 Invoices / 0 Checks	937.99	
00553 12/08/2020	VAN WALL EQUIPMENT INC INVOICE	10285470	LINK END	52.19	
12/08/2020	INVOICE	10288667	STARTER MOTOR	444.10	
			Total:	496.29	
			Net of 2 Invoices / 0 Checks	496.29	
03060 12/08/2020	VERIZON CONNECT NWF, INC. INVOICE	OSV000002262599	MONTHLY SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181 12/08/2020	VERIZON WIRELESS INVOICE	9866377741	OCTOBER BILLING - JETPACKS	720.36	
			Total:	720.36	
			Net of 1 Invoices / 0 Checks	720.36	
03299 12/08/2020	WALMART COMMUNITY/GEGRB INVOICE	031300479466	6 BALLS	29.28	
12/08/2020	INVOICE	029000765667	LUNCHBAGS, TARPS, ZIPLOC BAGS	86.60	
12/08/2020	INVOICE	029100197181	TARPS	29.92	
12/08/2020	INVOICE	09383	REFUND RETURNED TARPS	(13.94)	
12/08/2020	INVOICE	029500780555	CHILDREN'S PROGRAM SUPPLIES	39.02	
12/08/2020	INVOICE	029400490965	OFFICE SUPPLIES	9.76	
12/08/2020	INVOICE	031400821913	CLEANIN G SUPPLIES, BATTERIES	44.40	
12/08/2020	INVOICE	030200792648	CAR WASH, BAR SOAP	15.61	
12/08/2020	INVOICE	029800335903	MICROWAVE, 4 TV'S	2,271.00	
12/08/2020	INVOICE	029100862861	LAUNDRY SUPPLIES	128.02	
12/08/2020	INVOICE	029700460392	BATTERIES, CLEANING/SANITIZING SUPPLIES	90.06	
12/08/2020	INVOICE	030900565958	TABLE, TABLECLOTH, BINDER CLIPS	88.31	
			Total:	2,818.04	
			Net of 12 Invoices / 0 Checks	2,818.04	
03154 12/08/2020	WASTE CONNECTIONS OF NEBRASKA INVOICE	5747475	WASTE COLLECTION	138.06	
			Total:	138.06	
			Net of 1 Invoices / 0 Checks	138.06	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02708 12/08/2020	WELLNESS PARTNERS LLC INVOICE	4118	NOVEMBER 2020 NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
02571 12/08/2020	WILSON & COMPANY, INC INVOICE	93139	PROFESSIONAL SERVICES-US HWY 30 CORRIDOR	4,479.96	
			Total:	4,479.96	
			Net of 1 Invoices / 0 Checks	4,479.96	
MISC 12/08/2020	WURDINGER E A INVOICE	11/19/2020	UB refund for account: 300-53960-01	23.67	
			Total:	23.67	
			Net of 1 Invoices / 0 Checks	23.67	
			invoices and 0 checks for 165 vendors:	1,440,149.23	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
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 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	143.70
100-100-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	11/20/20	Multiple	400.00
100-100-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	224.50
100-100-53400	COMPUTER SUPPORT/MAINT	MICROFILM IMAGING SYSTEMS	11/12/20	84489	80.00
100-100-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COM	11/24/20	Multiple	4,770.88
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	11/24/20	4429879	57.69
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	11/25/20	189396	50.00
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	11/29/20	112920	492.46
100-100-55900	MISCELLANEOUS	COLUMBUS CUSTOM EMBROIDER	11/23/20	E36322	80.00
100-100-55920	MISC FEES	FIRST NATIONAL BANK	10/31/20	F612	122.50
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	11/04/20	INV240707	698.12
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	11/06/20	1002160	125.00
100-100-56020	OFFICE SUPPLIES	OFFICENET	11/19/20	Multiple	31.86
100-100-56020	OFFICE SUPPLIES	WALMART COMMUNITY/GEGRB	10/20/20	029400490965	9.76
100-100-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	12/01/20	Multiple	2,101.00
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	11/23/20	112320	1,000.00
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	11/19/20	N8590432	642.63
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	481.56
100-100-56240	TELEPHONE	COMMUNITY INTERNET SYSTEMS	11/24/20	112420	30.00
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	49.36
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	12/01/20	5747475	69.03
100-100-56410	BOOKS AND PUBLICATIONS	BENDER MATTHEW & CO	11/09/20	9780820514604	8,501.78
100-100-56410	BOOKS AND PUBLICATIONS	NEBRASKA SUPREME COURT	11/20/20	112020	33.90
100-100-56410	BOOKS AND PUBLICATIONS	WELLNESS PARTNERS LLC	11/09/20	4118	10.00
100-100-56650	MEMBERSHIP DUES	NE DEPT OF TRANSPORTATION	11/24/20	112420	100.00
100-100-57200-20002	CAPITAL-LAND & BUILDINGS	BIERMAN CONTRACTING INC.	11/25/20	2-FINAL	76,220.23
Total For Dept 100 GENERAL ADMINISTRATION					96,525.96
Dept 102 COLUMBUS AREA TRANSIT					
100-102-55950	COVID-19 EXPENSES	OFFICENET	11/30/20	9502122-0	76.60
100-102-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	11/14/20	INV243039	177.63
100-102-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	11/25/20	1735005Y	57.22
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/17/20	4426223	20.66
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	300-44995-00 DEC	92.60
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	5.80
Total For Dept 102 COLUMBUS AREA TRANSIT					430.51
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-55900	MISCELLANEOUS	HOBBY LOBBY	10/09/20	94472432	76.96
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	11/30/20	246376	30.00
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	11/30/20	246376	30.00
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	11/13/20	Multiple	150.87
100-103-56020-III-B	OFFICE SUPPLIES	OFFICENET	11/30/20	949806-0	19.62
100-103-56240-III-B	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	7.25
100-103-56240-III-C	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	7.25
100-103-56300-III-C	FOOD COSTS	ECONOMY HOMETOWN MARKET IN	11/18/20	111820	197.30
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	11/09/20	113449	27.88
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	11/13/20	Multiple	3,979.51
Total For Dept 103 COLUMBUS COMMUNITY CENTER					4,526.64
Dept 104 CITY ADMINISTRATOR					
100-104-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	47.90

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 100 GENERAL FUND					
Dept 104 CITY ADMINISTRATOR					
				Total For Dept 104 CITY ADMINISTRATOR	47.90
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	71.85
100-105-53400	COMPUTER SUPPORT/MAINT	MICROFILM IMAGING SYSTEMS	11/12/20	84489	80.00
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	14.50
				Total For Dept 105 FINANCE	166.35
Dept 106 CITY CLERK					
100-106-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	47.90
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	11.60
				Total For Dept 106 CITY CLERK	59.50
Dept 108 HUMAN RESOURCES					
100-108-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	23.95
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	2.90
				Total For Dept 108 HUMAN RESOURCES	26.85
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CBS - REPORTING SERVICES	10/31/20	007051	34.80
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	09/28/20	108013	19.31
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68477	331.00
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	11/30/20	1639-20201130	27.00
100-110-52800	UNIFORMS	A & J GUNS	11/25/20	0813	2,295.00
100-110-52800	UNIFORMS	GALLS LLC	11/02/20	Multiple	319.95
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	11/15/20	68692	631.00
100-110-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	11/24/20	0097468-IN	16.00
100-110-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	11/25/20	189398	85.00
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	11/15/20	INV243197	128.02
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	11/19/20	1-12250	33.00
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	11/24/20	853003313-1	112.50
100-110-54510	BUILDING RENTAL/LEASE	DRUMMOND GEORGE & SHARELYN	12/08/20	120820PD	1,200.00
100-110-55210	CLAIMS AND SETTLEMENTS	TRAVELERS CL REMITTANCE CF	10/30/20	000586614	760.94
100-110-55950	COVID-19 EXPENSES	MENARDS	11/14/20	29083	64.32
100-110-56010	SUPPLIES	MENARDS	11/28/20	Multiple	52.98
100-110-56010	SUPPLIES	WALMART COMMUNITY/GECRB	10/16/20	Multiple	102.58
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	12/01/20	7830	2,343.00
100-110-56050	FUEL	SAPP BROS PETROLEUM INC	11/06/20	Multiple	5,769.00
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	11/06/20	81657	30.41
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	11/09/20	169120 NOV	3,168.00
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	149.06
100-110-56240	TELEPHONE	DAS STATE ACCOUNTING	12/01/20	1245312	256.00
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	104.42
100-110-56240	TELEPHONE	VERIZON WIRELESS	11/06/20	9866377741	720.36
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	12/01/20	5747475	69.03
100-110-56650	MEMBERSHIP DUES	CBS - REPORTING SERVICES	10/31/20	007051	60.00
				Total For Dept 110 POLICE	18,882.68
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	WALMART COMMUNITY/GECRB	11/08/20	031300479466	29.28
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68501	198.00
100-120-52800	UNIFORMS	GALLS LLC	11/06/20	016889816	89.22
100-120-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	44.90
100-120-53400	COMPUTER SUPPORT/MAINT	MENARDS	11/20/20	29426	25.50

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Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	11/19/20	908476	125.00
100-120-54310	BUILDING MAINTENANCE	GENERAL FIRE AND SAFETY EQ	11/09/20	343064	102.50
100-120-54310	BUILDING MAINTENANCE	NEBRASKA GENERATOR SERVICE	11/17/20	10730	800.60
100-120-54310	BUILDING MAINTENANCE	PRESTOX	11/17/20	8730960	49.00
100-120-54310	BUILDING MAINTENANCE	U & I SANITATION	11/20/20	8676-256	59.75
100-120-54320	EQUIPMENT MAINTENANCE	MUNICIPAL EMERGENCY SERVICE	11/09/20	IN1517265	428.00
100-120-54330	VEHICLE MAINTENANCE	BOMGAARS	10/23/20	35702683	46.95
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	11/14/20	173109	252.65
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	11/30/20	123009	1,013.08
100-120-55950	COVID-19 EXPENSES	ECOLAB	11/19/20	6258643995	599.80
100-120-56010	SUPPLIES	MENARDS	11/05/20	Multiple	72.00
100-120-56010	SUPPLIES	WALMART COMMUNITY/GECRB	11/09/20	Multiple	60.01
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	11/13/20	1026907	43.08
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/23/20	Multiple	145.81
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	11/10/20	28848	44.85
100-120-56030	CLEANING SUPPLIES/SERVICE	NIEMANN'S PORT-A-POT LLC	11/30/20	I4133	40.00
100-120-56030	CLEANING SUPPLIES/SERVICE	WALMART COMMUNITY/GECRB	10/17/20	029100862861	128.02
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	10/29/20	Multiple	117.20
100-120-56190-20022	PERSONAL PROTECTIVE SUPP	DANKO EMERGENCY EQUIPMENT	11/06/20	113261	1,020.00
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	351.19
100-120-56240	TELEPHONE	COMMUNITY INTERNET SYSTEMS	11/24/20	112420	7.50
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	47.86
Total For Dept 120 FIRE					5,941.75
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	11/17/20	001780899	1,024.00
100-121-52800	UNIFORMS	GALLS LLC	11/09/20	016900291	178.44
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	10/31/20	INV8670	4,011.48
100-121-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	11/19/20	908476	125.00
100-121-54310	BUILDING MAINTENANCE	GENERAL FIRE AND SAFETY EQ	11/09/20	343064	102.50
100-121-54310	BUILDING MAINTENANCE	NEBRASKA GENERATOR SERVICE	11/17/20	10730	800.61
100-121-54310	BUILDING MAINTENANCE	PRESTOX	11/17/20	8730965	47.00
100-121-54310	BUILDING MAINTENANCE	U & I SANITATION	11/20/20	8676-256	59.75
100-121-55930	REFUNDS	ESTATE OF JUDITH K MEAYS	11/11/20	20-15132	94.24
100-121-55930	REFUNDS	HAUSLER, SANDRA K	11/11/20	20-65603	307.59
100-121-55930	REFUNDS	HENRY, HOLLY	11/11/20	20-46193	107.94
100-121-55930	REFUNDS	RONGISH, PAMELA S	11/11/20	20-28212	88.47
100-121-55950	COVID-19 EXPENSES	BOUND TREE MEDICAL LLC	11/24/20	Multiple	232.77
100-121-55950	COVID-19 EXPENSES	THE HOME DEPOT PRO	09/28/20	575316450	126.14
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	11/18/20	Multiple	3,426.89
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	11/09/20	10002274	1,006.61
100-121-56010	SUPPLIES	MATHESON-LINWELD	11/30/20	51722681	24.30
100-121-56010	SUPPLIES	MENARDS	11/13/20	29015	24.97
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	11/13/20	1026907	43.09
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	12/19/20	121920	177.97
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/23/20	4430729	80.01
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	12/01/20	4009741978	963.57
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	10/26/20	Multiple	110.36
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	351.18
100-121-56240	TELEPHONE	COMMUNITY INTERNET SYSTEMS	11/24/20	112420	7.50
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	47.86
Total For Dept 121 RESCUE					13,570.24

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Fund 100 GENERAL FUND					
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	11/17/20	001780899	1,024.00
100-125-52800	UNIFORMS	GALLS LLC	11/07/20	016894835	170.03
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT					1,194.03
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	11/23/20	E36118	33.00
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	CONNELL KAREN	11/16/20	111620	348.74
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	11/30/20	1639-20201130	27.00
100-130-54310	BUILDING MAINTENANCE	SCHINDLER ELEVATOR CORPORATION	12/01/20	8105481338	594.44
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	OFFICENET	11/24/20	IN70728	39.00
100-130-55400	ADVERTISING AND PROMOTION	COLUMBUS TELEGRAM	12/01/20	112920	442.20
100-130-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	12/01/20	7826	2,085.00
100-130-56040-ILILO	POSTAGE AND FREIGHT	HERNANDEZ ESPERANZA	10/01/20	093020LIB	16.44
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	200-21981-00 DEC	154.72
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	40.61
100-130-56250	REFUSE	U & I SANITATION	11/20/20	8676-264	50.00
100-130-56400-CHSAT	PROGRAMS	WALMART COMMUNITY/GEGRB	10/21/20	029500780555	39.02
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	11/09/20	Multiple	19.12
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	10/27/20	NO. 72542367	24.00
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	11/08/20	Multiple	1,772.56
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	11/30/20	Multiple	268.42
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	BIBLIOTHECA LLC	11/09/20	INV-US37495	12.33
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	11/08/20	Multiple	69.88
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	BANNER PRESS	11/26/20	112620	49.50
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	GALE	11/16/20	72637678	2,629.02
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	NORFOLK DAILY NEWS	12/12/20	121220	211.00
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	11/17/20	Multiple	41.24
100-130-56650	MEMBERSHIP DUES	ASSOCIATION OF CHILDREN'S	12/01/20	MEMBER ID 330	425.00
Total For Dept 130 LIBRARY					9,392.24
Dept 140 CEMETERY					
100-140-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	11/15/20	68612	62.00
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	200-41055-00 DEC	25.96
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	2.90
Total For Dept 140 CEMETERY					90.86
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	95.80
100-145-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	89.80
100-145-55930	REFUNDS	ON POINT CONSTRUCTION	11/23/20	10877/200696	956.25
100-145-56020	OFFICE SUPPLIES	OFFICENET	11/16/20	Multiple	45.55
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	14.50
100-145-56650	MEMBERSHIP DUES	INTERNATIONAL CODE COUNCIL	11/16/20	3294326	145.00
Total For Dept 145 COMMUNITY DEVELOPMENT					1,346.90
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	23.95
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68570	161.00
100-150-52800	UNIFORMS	JACKSON SERVICES INC	11/24/20	Multiple	49.35
100-150-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	44.90
100-150-54310	BUILDING MAINTENANCE	COMMONWEALTH ELECTRIC COME	11/30/20	Multiple	375.38
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	11/30/20	6970061-00	35.70
100-150-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	11/30/20	Multiple	287.16

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Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	11/13/20	Multiple	145.32
100-150-56010	SUPPLIES	BOMGAARS	10/23/20	Multiple	156.71
100-150-56010	SUPPLIES	CENTRAL PARTS & MACHINE	11/02/20	441984	34.24
100-150-56010	SUPPLIES	CULLIGAN OF COLUMBUS	11/30/20	246334	31.00
100-150-56010	SUPPLIES	ENTERPRISE ELECTRIC COLUME	11/30/20	1145-526976	18.56
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPE	12/01/20	340117	5.94
100-150-56010	SUPPLIES	MENARDS	11/19/20	29356	95.89
100-150-56020	OFFICE SUPPLIES	ACE HARDWARE & GARDEN CNT	11/23/20	1734325T	6.99
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	2,708.45
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	11.60
Total For Dept 150 PARKS					4,192.14
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	MENARDS	12/01/20	30051	6.60
100-151-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	300-47515-00 DEC	535.76
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	5.80
Total For Dept 151 PAWNEE PLUNGE WATER PARK					548.16
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	FASTENAL COMPANY	11/17/20	229064	319.20
100-152-54310	BUILDING MAINTENANCE	LINCOLN AQUATICS	11/02/20	D8708456	1,751.96
100-152-54310	BUILDING MAINTENANCE	PRESTOX	11/17/20	8730962	62.00
100-152-56010	SUPPLIES	MENARDS	12/01/20	Multiple	24.86
100-152-56030	CLEANING SUPPLIES/SERVICE	MENARDS	11/30/20	29981	105.91
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	200-37998-00 DEC	377.23
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	5.80
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/02/20	113020	134.26
Total For Dept 152 AQUATIC CENTER POOL					2,781.22
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	11/11/20	10285470	52.19
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	11/17/20	1733365\$	23.48
100-155-56010	SUPPLIES	ULTRA GRAPHICS	11/09/20	880-09775	100.00
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	300-47518-00 DEC	176.38
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	8.70
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	11/30/20	1130220GOLF	64.15
Total For Dept 155 VAN BERG GOLF COURSE					424.90
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	12/01/20	402012012302	90.00
100-156-54310	BUILDING MAINTENANCE	PRESTOX	11/23/20	8899566	55.00
100-156-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	11/23/20	Multiple	225.72
100-156-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	11/16/20	0681-479694	156.08
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	11/16/20	10288667	444.10
100-156-54490	IRRIGATION MAINTENANCE	LANDSCAPES UNLIMITED LLC	11/20/20	1002	3,840.00
100-156-56010	SUPPLIES	CENTRAL PARTS & MACHINE	11/16/20	001-418357	53.47
100-156-56010	SUPPLIES	S & S WILLERS INC	11/23/20	112320	602.72
100-156-56020	OFFICE SUPPLIES	OFFICENET	11/20/20	949990-0	32.45
100-156-56050	FUEL	SAPP BROS PETROLEUM INC	11/19/20	IN3294107	472.45
100-156-56110	PRO-SHOP SUPPLIES	OFFICENET	11/30/20	949996-0	52.08
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	774.19
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	23.21
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	11/30/20	1130220GOLF	545.12

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Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-57200-20111	CAPITAL-LAND & BUILDINGS	LANDSCAPES UNLIMITED LLC	11/09/20	Multiple	48,420.33
100-156-57300-21052	CAPITAL-NEW CONSTRUCTION	LANDSCAPES UNLIMITED LLC	11/16/20	1001	9,784.22
Total For Dept 156 QUAIL RUN GOLF COURSE					65,571.14
Total For Fund 100 GENERAL FUND					225,719.97
Fund 160 PLATTE CO LIBRARY SERVICE					
Dept 160 PLATTE CO LIBRARY SERVICE					
160-160-54330	VEHICLE MAINTENANCE	THIEM DONNA	11/05/20	110520	101.20
160-160-55900	MISCELLANEOUS	LIGENZA STEPAHNIE A	11/19/20	111920	15.53
160-160-56410	BOOKS AND PUBLICATIONS	EBS CO INDUSTRIES INC	11/13/20	2101954	3.30
Total For Dept 160 PLATTE CO LIBRARY SERVICE					120.03
Total For Fund 160 PLATTE CO LIBRARY SERVICE					120.03
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	484.00
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68570	62.00
200-200-52800	UNIFORMS	JACKSON SERVICES INC	11/26/20	Multiple	964.10
200-200-53100	ENGINEERING SERVICES	JEO CONSULTING GROUP INC	11/19/20	120819	1,873.75
200-200-53100	ENGINEERING SERVICES	NE DEPT OF TRANSPORTATION	09/09/20	Multiple	5,906.72
200-200-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	179.60
200-200-54310	BUILDING MAINTENANCE	ELECTRONIC SYSTEMS INC	10/26/20	31420	75.00
200-200-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS	11/16/20	0097378-IN	138.00
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	11/12/20	189400	52.00
200-200-54320	EQUIPMENT MAINTENANCE	BOMGAARS	11/05/20	Multiple	96.05
200-200-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	11/13/20	001-418233	85.31
200-200-54320	EQUIPMENT MAINTENANCE	FASTENAL COMPANY	11/03/20	NECOL228731	34.48
200-200-54320	EQUIPMENT MAINTENANCE	GAVER TIRE & AUTO CENTER	11/28/20	Multiple	330.06
200-200-54320	EQUIPMENT MAINTENANCE	HOTSY EQUIPMENT CO.	11/19/20	Multiple	1,795.44
200-200-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	11/17/20	S12257028-0	17.45
200-200-54320	EQUIPMENT MAINTENANCE	LOGAN CONTRACTORS SUPPLY	11/12/20	Q03958	192.31
200-200-54320	EQUIPMENT MAINTENANCE	MIDWEST SERVICE & SALES CO	11/12/20	Multiple	6,700.18
200-200-54320	EQUIPMENT MAINTENANCE	MONROE TRUCK EQUIPMENT INC	11/18/20	5442566	742.29
200-200-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	11/17/20	NE07-438369	39.47
200-200-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	11/10/20	Multiple	103.71
200-200-54320	EQUIPMENT MAINTENANCE	SNAP-ON TOOLS	10/29/20	10292024073	747.00
200-200-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	11/09/20	Multiple	1,434.44
200-200-54330	VEHICLE MAINTENANCE	BOMGAARS	10/27/20	Multiple	126.80
200-200-54330	VEHICLE MAINTENANCE	INTERSTATE BATTERY SYSTEM	11/18/20	210078078	(20.00)
200-200-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	11/12/20	0681-479187	26.99
200-200-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	11/25/20	224790J	30.82
200-200-54450	STREET MAINTENANCE	CENTRAL PARTS & MACHINE	12/01/20	2875 001-419274	71.04
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	11/13/20	Multiple	123.86
200-200-56010	SUPPLIES	ADVANCE AUTO PARTS	11/19/20	Multiple	85.42
200-200-56010	SUPPLIES	BLACKSTRAP INC	11/19/20	123285	1,645.92
200-200-56010	SUPPLIES	BOMGAARS	10/28/20	Multiple	111.89
200-200-56010	SUPPLIES	CENTRAL SAND & GRAVEL CO	11/13/20	206398	1,047.84
200-200-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	11/19/20	Multiple	285.30
200-200-56010	SUPPLIES	LAWSON PRODUCTS	11/13/20	9308015693	41.56
200-200-56010	SUPPLIES	MENARDS	11/24/20	29657	43.80
200-200-56010	SUPPLIES	MID-AMERICAN RESEARCH	11/25/20	0718463-IN	237.40

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	11/06/20	0681-478324	31.48
200-200-56010	SUPPLIES	SMITH FERTILIZER GRAIN	11/17/20	4 006739	7,050.80
200-200-56050	FUEL	SAPP BROS PETROLEUM INC	11/09/20	Multiple	5,278.45
200-200-56120	TRAFFIC SIGNS	ACE HARDWARE & GARDEN CNT	11/18/20	1733615Z	45.98
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	12/01/20	Multiple	594.30
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	100-13650-01 DEC	291.16
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	11.60
200-200-57300-20067	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	11/24/20	4	283,731.64
200-200-57300-20067	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES	10/06/20	37576	4,950.00
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	BOPP DEREK	11/11/20	111120	935.00
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	11/10/20	11092	5,502.00
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	LOUP POWER DISTRICT	11/19/20	111920COL	133,503.15
200-200-57300-20069	CAPITAL-NEW CONSTRUCTION	UNION PACIFIC RAILROAD CO	11/11/20	90101993	42,711.82
200-200-57300-20077	CAPITAL-NEW CONSTRUCTION	WILSON & COMPANY, INC	10/14/20	93139	4,479.96
Total For Dept 200 STREETS					515,029.34
Total For Fund 200 STREETS/ENGINEERING					515,029.34
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68570	62.00
205-205-54330	VEHICLE MAINTENANCE	MENARDS	11/17/20	29043	44.37
205-205-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	11/13/20	400001180	3.30
205-205-54440	RUNWAY MAINTENANCE	KUSH BROS INC.	11/04/20	001687	11,600.00
205-205-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	11/19/20	2890996	281.00
205-205-56010	SUPPLIES	BOMGAARS	11/13/20	35712012	97.99
205-205-56010	SUPPLIES	MENARDS	12/01/20	Multiple	477.99
205-205-56020	OFFICE SUPPLIES	OFFICENET	11/30/20	950111-0	40.99
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	85.05
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	8.70
205-205-56250	REFUSE	U & I SANITATION	11/20/20	8676-354	42.50
205-205-57300-20084	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	11/19/20	Multiple	765.63
Total For Dept 205 AIRPORT					13,509.52
Total For Fund 205 AIRPORT					13,509.52
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-57550-20088	CAPITAL-CAPITAL IMPROVE	WALMART COMMUNITY/GEGRB	10/23/20	029800335903	2,271.00
Total For Dept 211 1/2 CENT SALES TAX					2,271.00
Total For Fund 211 1/2 CENT SALES TAX					2,271.00
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	JOHNSON, MADDY	11/18/20	111820JCC	28.75
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	11/29/20	112920	418.75
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	383.20
220-220-53400	COMPUTER SUPPORT/MAINT	OFFICENET	11/30/20	950170-0	88.49
220-220-54320	EQUIPMENT MAINTENANCE	POWER TECH LLC	11/25/20	C000402	300.00
220-220-54320	EQUIPMENT MAINTENANCE	SAPP BROS PETROLEUM INC	11/10/20	Multiple	206.86
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	11/30/20	246366	35.00
220-220-56010	SUPPLIES	WALMART COMMUNITY/GEGRB	10/23/20	Multiple	112.75

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Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-56020	OFFICE SUPPLIES	WALMART COMMUNITY/GEGRB	11/04/20	030900565958	7.47
220-220-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	12/01/20	7849	1,412.00
220-220-56040	POSTAGE AND FREIGHT	MAILBOX	09/23/20	107991	11.84
220-220-56190	PERSONAL PROTECTIVE SUPP	WALMART COMMUNITY/GEGRB	10/23/20	029700460392	58.15
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	200-39615-01 DEC	55.43
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	11/23/20	1245362	959.99
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	2.90
220-220-56250	REFUSE	U & I SANITATION	11/20/20	8676-354	42.50
Total For Dept 220 E911					4,124.08
Total For Fund 220 COMMUNICATIONS - E911					4,124.08
Fund 240 HOUSING REHAB & LOANS					
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	11/16/20	21743	90.00
Total For Dept 243 CDBG REVOLVING REHAB LOAN					90.00
Dept 245 CDBG GRANTS					
240-245-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	11/16/20	21745	610.00
Total For Dept 245 CDBG GRANTS					610.00
Total For Fund 240 HOUSING REHAB & LOANS					700.00
Fund 480 COMMUNITY REDEVL AUTH					
Dept 482 SLUMBERLAND					
480-482-59010	PRINCIPAL	LARSON FAMILY REAL ESTATE	12/01/20	12.08.20	9,548.33
Total For Dept 482 SLUMBERLAND					9,548.33
Dept 483 RAMADA					
480-483-59010	PRINCIPAL	NBC CAPITAL, LLC	12/01/20	12.08.20	21,304.42
480-483-59020	INTEREST AND FISCAL FEES	NBC CAPITAL, LLC	12/01/20	12.08.20	6,534.59
Total For Dept 483 RAMADA					27,839.01
Dept 484 HOBBY LOBBY					
480-484-59010	PRINCIPAL	COLUMBUS WESTGATE, LLC	12/01/20	12.08.20	10,723.34
480-484-59020	INTEREST AND FISCAL FEES	COLUMBUS WESTGATE, LLC	12/01/20	12.08.20	3,845.67
Total For Dept 484 HOBBY LOBBY					14,569.01
Dept 489 COLUMBUS RETAIL, LLC					
480-489-59010-19279	PRINCIPAL	COLUMBUS RETAIL, LLC	12/01/20	12.08.20	1,100.16
480-489-59010-19279	PRINCIPAL	GREAT PLAINS STATE BANK	12/01/20	12.08.20	9,775.25
480-489-59020-19279	INTEREST AND FISCAL FEES	COLUMBUS RETAIL, LLC	12/01/20	12.08.20	5,402.26
480-489-59020-19279	INTEREST AND FISCAL FEES	GREAT PLAINS STATE BANK	12/01/20	12.08.20	5,428.18
Total For Dept 489 COLUMBUS RETAIL, LLC					21,705.85
Total For Fund 480 COMMUNITY REDEVL AUTH					73,662.20
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CREDIT	BENACKA GLORY	11/17/20	Multiple	622.23
Total For Dept 000					622.23
Dept 500 WASTEWATER COLLECTION					
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	169.40

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Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	11/19/20	4428112	133.32
500-500-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	134.70
500-500-53400	COMPUTER SUPPORT/MAINT	MICROFILM IMAGING SYSTEMS	11/12/20	84484	821.50
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	10/23/20	35702714	29.99
500-500-54320	EQUIPMENT MAINTENANCE	HOTSY EQUIPMENT CO.	11/19/20	Multiple	1,795.44
500-500-54320	EQUIPMENT MAINTENANCE	JACKSON SERVICES INC	11/17/20	4426222	32.11
500-500-54320	EQUIPMENT MAINTENANCE	MAILBOX	10/26/20	108228	21.63
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	11/24/20	31887	912.64
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	11/13/20	0681-479366	23.88
500-500-54320	EQUIPMENT MAINTENANCE	USA BLUE BOOK	11/05/20	Multiple	937.99
500-500-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	11/18/20	193030	159.00
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	10/29/20	35705645	60.98
500-500-54390	SYSTEM MAINTENANCE	ELECTRIC PUMP INC	11/09/20	0889628-IN	3,074.62
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	11/30/20	0110124	107.81
500-500-55920	MISC FEES	FIRST NATIONAL BANK	10/31/20	F612	183.76
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/19/20	4428113	56.74
500-500-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	11/20/20	PERMIT 35	120.00
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER D	12/01/20	Multiple	296.00
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	100-13650-01 DEC	48.53
500-500-56240	TELEPHONE	A TO Z MESSAGING	11/06/20	12120	52.50
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	11.60
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/02/20	113020	38,181.81
500-500-57300-20090	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES	11/24/20	37606	1,747.20
500-500-57300-20090	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	11/23/20	2	127,097.11
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	MIDWEST RIGHT OF WAY SERV	11/16/20	5668	912.50
Total For Dept 500 WASTEWATER COLLECTION					177,122.76
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	11/19/20	Multiple	405.75
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	11/05/20	35708596	69.80
500-501-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	11/17/20	Multiple	107.46
500-501-54320	EQUIPMENT MAINTENANCE	INDUSTRIAL CONTROL SYSTEMS	12/01/20	2433	4,137.06
500-501-54330	VEHICLE MAINTENANCE	CENTRAL PARTS & MACHINE	11/23/20	443443	27.49
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES I	11/16/20	2060119605	774.00
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	11/18/20	1733625	31.48
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/19/20	Multiple	102.69
500-501-56060	CHEMICALS	CONSOLIDATED WATER SOLUTIC	11/16/20	22238	13,500.03
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	11/11/20	20POS/126610	5,732.10
500-501-56090	SMALL TOOLS	LAWSON PRODUCTS	11/30/20	9308047276	236.92
500-501-56100	LABORATORY	HACH COMPANY	11/16/20	Multiple	1,126.04
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	15,974.11
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	14.50
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	11/02/20	103120 TRANSFER	163.69
Total For Dept 501 WASTEWATER TREATMENT FAC					42,403.12
Total For Fund 500 UTILITY SERVICE					220,148.11
Fund 520 WATER					
Dept 000					
520-000-20100	CWX-1	WURDINGER E A	11/19/20	11/19/2020	7.57
Total For Dept 000					7.57

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Fund 520 WATER					
Dept 520 WATER					
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	71.85
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	11/15/20	68612	99.00
520-520-52800	UNIFORMS	JACKSON SERVICES INC	11/24/20	Multiple	110.53
520-520-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	134.70
520-520-53400	COMPUTER SUPPORT/MAINT	MICROFILM IMAGING SYSTEMS	11/12/20	84484	821.50
520-520-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	12/01/20	4434871	46.68
520-520-54310	BUILDING MAINTENANCE	MENARDS	11/16/20	29174	96.33
520-520-54320	EQUIPMENT MAINTENANCE	ENTERPRISE ELECTRIC COLUMB	11/19/20	1145-526846	58.32
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	11/30/20	1735535%	30.78
520-520-54390	SYSTEM MAINTENANCE	O'REILLY AUTOMOTIVE INC	11/19/20	0681-480109	10.77
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	11/30/20	0110124	107.81
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	11/17/20	533606	447.00
520-520-55920	MISC FEES	FIRST NATIONAL BANK	10/31/20	F612	183.75
520-520-56020	OFFICE SUPPLIES	OFFICENET	11/30/20	Multiple	37.06
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/24/20	Multiple	86.83
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	11/12/20	Multiple	231.22
520-520-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	11/20/20	PERMIT 35	120.00
520-520-56060	CHEMICALS	HAWKINS INC	11/19/20	4834471	3,419.51
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	10/01/20	N048646	6,931.38
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	11/06/20	2278616820 NOV	61.12
520-520-56210	NATURAL GAS	JACKSON SERVICES INC	11/12/20	4423589	14.90
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	188.96
520-520-56240	TELEPHONE	A TO Z MESSAGING	11/06/20	12120	52.50
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	31.90
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/02/20	113020	14,386.44
520-520-57300-20101	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES	11/24/20	37606	352.80
520-520-57300-20101	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	11/23/20	2	49,962.00
Total For Dept 520 WATER					78,095.64
Dept 522 SUPERFUND PROJECT					
520-522-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	11/19/20	S12257123-0	2.84
Total For Dept 522 SUPERFUND PROJECT					2.84
Total For Fund 520 WATER					78,106.05
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SXF-2	REARDON ROBIN	11/19/20	11/19/2020	7.83
Total For Dept 000					7.83
Dept 560 STORMWATER UTILITY					
560-560-52710	EMPLOYEE RECRUITMENT/RETENTION	HUSKER STEAK HOUSE	11/04/20	874400	338.80
560-560-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	10/31/20	68570	99.00
560-560-53400	COMPUTER SUPPORT/MAINT	A & D TECHNICAL SUPPLY	11/24/20	0000311563	44.90
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	11/01/20	OSV000002262599	32.38
560-560-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	200-28755-00 DEC	53.45
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	12/02/20	113020	2,031.93
Total For Dept 560 STORMWATER UTILITY					2,600.46
Total For Fund 560 STORMWATER UTILITY					2,608.29
Fund 570 SOLID WASTE DIVISION					
Dept 000					

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Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	MALICKY LARRY DR	11/19/20	11/19/2020	6.91
Total For Dept 000					6.91
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	11/15/20	68612	99.00
570-570-52800	UNIFORMS	JACKSON SERVICES INC	11/26/20	Multiple	313.67
570-570-54310	BUILDING MAINTENANCE	OVERHEAD DOOR COMPANY	11/13/20	0097344-IN	980.00
570-570-54320	EQUIPMENT MAINTENANCE	CENTRAL PARTS & MACHINE	11/12/20	001-418198	11.26
570-570-54320	EQUIPMENT MAINTENANCE	INTERSTATE BATTERY SYSTEM	11/04/20	210077880	243.90
570-570-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCT-TII	10/29/20	Multiple	2,042.71
570-570-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY	11/11/20	14858004	1,405.95
570-570-54330	VEHICLE MAINTENANCE	FAS-BREAK WINDSHIELD REPAI	11/06/20	16744	120.00
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	11/12/20	192117	135.00
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	11/02/20	103120 TRANSFER	60,868.46
570-570-54580	COMPOSTING	M & L INC	11/19/20	Multiple	11,472.30
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	11/26/20	Multiple	61.14
570-570-56050	FUEL	SAPP BROS PETROLEUM INC	11/05/20	IN3286447	3,947.84
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	11/25/20	Multiple	309.94
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	11/16/20	139461	8.70
Total For Dept 570 TRANSFER STATION					82,019.87
Total For Fund 570 SOLID WASTE DIVISION					82,026.78
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	REGIONAL CARE INC.	11/19/20	Multiple	213,082.07
999-000-21530	FLEXIBLE SPEND PAYABLE	REGIONAL CARE INC.	11/24/20	112420	9,041.79
Total For Dept 000					222,123.86
Total For Fund 999 PAYROLL CLEARING					222,123.86

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 12/08/2020 - 12/08/2020
 BOTH JOURNALIZED AND UNJOURNALIZED
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund Totals:					
		Fund 100	GENERAL FUND		225,719.97
		Fund 160	PLATTE CO LIBRARY SERVI		120.03
		Fund 200	STREETS/ENGINEERING		515,029.34
		Fund 205	AIRPORT		13,509.52
		Fund 211	1/2 CENT SALES TAX		2,271.00
		Fund 220	COMMUNICATIONS - E911		4,124.08
		Fund 240	HOUSING REHAB & LOANS		700.00
		Fund 480	COMMUNITY REDEVL AUTH		73,662.20
		Fund 500	UTILITY SERVICE		220,148.11
		Fund 520	WATER		78,106.05
		Fund 560	STORMWATER UTILITY		2,608.29
		Fund 570	SOLID WASTE DIVISION		82,026.78
		Fund 999	PAYROLL CLEARING		222,123.86
Total For All Funds:					1,440,149.23
--- TOTALS BY GL DISTRIBUTION ---					
	100-100-52710		EMPLOYEE RECRUITMENT/RETENTION		143.70
	100-100-53200		PROFESSIONAL SERVICES		400.00
	100-100-53400		COMPUTER SUPPORT/MAINT		304.50
	100-100-54310		BUILDING MAINTENANCE		4,878.57
	100-100-55500		PUBLICATIONS AND NOTICES		492.46
	100-100-55900		MISCELLANEOUS		80.00
	100-100-55920		MISC FEES		122.50
	100-100-56020		OFFICE SUPPLIES		864.74
	100-100-56030		CLEANING SUPPLIES/SERVICE		2,101.00
	100-100-56040		POSTAGE AND FREIGHT		1,642.63
	100-100-56230		WATER AND SEWER		481.56
	100-100-56240		TELEPHONE		79.36
	100-100-56250		REFUSE		69.03
	100-100-56410		BOOKS AND PUBLICATIONS		8,545.68
	100-100-56650		MEMBERSHIP DUES		100.00
	100-100-57200-20002		CAPITAL-LAND & BUILDINGS		76,220.23
	100-102-55950		COVID-19 EXPENSES		76.60
	100-102-56020		OFFICE SUPPLIES		177.63
	100-102-56030		CLEANING SUPPLIES/SERVICE		77.88
	100-102-56230		WATER AND SEWER		92.60
	100-102-56240		TELEPHONE		5.80
	100-103-55900		MISCELLANEOUS		76.96
	100-103-56010-III-B		SUPPLIES		30.00
	100-103-56010-III-C		SUPPLIES		180.87
	100-103-56020-III-B		OFFICE SUPPLIES		19.62
	100-103-56240-III-B		TELEPHONE		7.25
	100-103-56240-III-C		TELEPHONE		7.25
	100-103-56300-III-C		FOOD COSTS		4,204.69
	100-104-52710		EMPLOYEE RECRUITMENT/RETENTION		47.90
	100-105-52710		EMPLOYEE RECRUITMENT/RETENTION		71.85
	100-105-53400		COMPUTER SUPPORT/MAINT		80.00
	100-105-56240		TELEPHONE		14.50
	100-106-52710		EMPLOYEE RECRUITMENT/RETENTION		47.90
	100-106-56240		TELEPHONE		11.60
	100-108-52710		EMPLOYEE RECRUITMENT/RETENTION		23.95
	100-108-56240		TELEPHONE		2.90
	100-110-52700		TRAINING AND TUITION		34.80
	100-110-52710		EMPLOYEE RECRUITMENT/RETENTION		377.31
	100-110-52800		UNIFORMS		2,614.95
	100-110-53200		PROFESSIONAL SERVICES		631.00

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		100-110-54310		BUILDING MAINTENANCE	101.00
		100-110-54320		EQUIPMENT MAINTENANCE	128.02
		100-110-54330		VEHICLE MAINTENANCE	145.50
		100-110-54510		BUILDING RENTAL/LEASE	1,200.00
		100-110-55210		CLAIMS AND SETTLEMENTS	760.94
		100-110-55950		COVID-19 EXPENSES	64.32
		100-110-56010		SUPPLIES	155.56
		100-110-56030		CLEANING SUPPLIES/SERVICE	2,343.00
		100-110-56050		FUEL	5,769.00
		100-110-56210		NATURAL GAS	30.41
		100-110-56220		ELECTRICITY	3,168.00
		100-110-56230		WATER AND SEWER	149.06
		100-110-56240		TELEPHONE	1,080.78
		100-110-56250		REFUSE	69.03
		100-110-56650		MEMBERSHIP DUES	60.00
		100-120-52700		TRAINING AND TUITION	29.28
		100-120-52710		EMPLOYEE RECRUITMENT/RETENTION	198.00
		100-120-52800		UNIFORMS	89.22
		100-120-53400		COMPUTER SUPPORT/MAINT	70.40
		100-120-54310		BUILDING MAINTENANCE	1,136.85
		100-120-54320		EQUIPMENT MAINTENANCE	428.00
		100-120-54330		VEHICLE MAINTENANCE	1,312.68
		100-120-55950		COVID-19 EXPENSES	599.80
		100-120-56010		SUPPLIES	132.01
		100-120-56020		OFFICE SUPPLIES	43.08
		100-120-56030		CLEANING SUPPLIES/SERVICE	358.68
		100-120-56050		FUEL	117.20
		100-120-56190-20022		PERSONAL PROTECTIVE SUPP	1,020.00
		100-120-56230		WATER AND SEWER	351.19
		100-120-56240		TELEPHONE	55.36
		100-121-52700		TRAINING AND TUITION	1,024.00
		100-121-52800		UNIFORMS	178.44
		100-121-53200		PROFESSIONAL SERVICES	4,011.48
		100-121-54310		BUILDING MAINTENANCE	1,134.86
		100-121-55930		REFUNDS	598.24
		100-121-55950		COVID-19 EXPENSES	358.91
		100-121-56010		SUPPLIES	4,482.77
		100-121-56020		OFFICE SUPPLIES	221.06
		100-121-56030		CLEANING SUPPLIES/SERVICE	1,043.58
		100-121-56050		FUEL	110.36
		100-121-56230		WATER AND SEWER	351.18
		100-121-56240		TELEPHONE	55.36
		100-125-52700		TRAINING AND TUITION	1,024.00
		100-125-52800		UNIFORMS	170.03
		100-130-52710		EMPLOYEE RECRUITMENT/RETENTION	408.74
		100-130-54310		BUILDING MAINTENANCE	594.44
		100-130-54320-PATRN		EQUIPMENT MAINTENANCE	39.00
		100-130-55400		ADVERTISING AND PROMOTION	442.20
		100-130-56030		CLEANING SUPPLIES/SERVICE	2,085.00
		100-130-56040-ILILO		POSTAGE AND FREIGHT	16.44
		100-130-56230		WATER AND SEWER	154.72
		100-130-56240-PATRN		TELEPHONE	40.61
		100-130-56250		REFUSE	50.00
		100-130-56400-CHSAT		PROGRAMS	39.02
		100-130-56410-ADULT		BOOKS AND PUBLICATIONS	2,084.10
		100-130-56410-CHILD		BOOKS AND PUBLICATIONS	82.21
		100-130-56410-SUBSC		BOOKS AND PUBLICATIONS	2,889.52
		100-130-56410-YOUNG		BOOKS AND PUBLICATIONS	41.24
		100-130-56650		MEMBERSHIP DUES	425.00

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
		100-140-52710		EMPLOYEE RECRUITMENT/RETENTION	62.00
		100-140-56230		WATER AND SEWER	25.96
		100-140-56240		TELEPHONE	2.90
		100-145-52710		EMPLOYEE RECRUITMENT/RETENTION	95.80
		100-145-53400		COMPUTER SUPPORT/MAINT	89.80
		100-145-55930		REFUNDS	956.25
		100-145-56020		OFFICE SUPPLIES	45.55
		100-145-56240		TELEPHONE	14.50
		100-145-56650		MEMBERSHIP DUES	145.00
		100-150-52710		EMPLOYEE RECRUITMENT/RETENTION	184.95
		100-150-52800		UNIFORMS	49.35
		100-150-53400		COMPUTER SUPPORT/MAINT	44.90
		100-150-54310		BUILDING MAINTENANCE	411.08
		100-150-54330		VEHICLE MAINTENANCE	287.16
		100-150-56010		SUPPLIES	487.66
		100-150-56020		OFFICE SUPPLIES	6.99
		100-150-56230		WATER AND SEWER	2,708.45
		100-150-56240		TELEPHONE	11.60
		100-151-54310		BUILDING MAINTENANCE	6.60
		100-151-56230		WATER AND SEWER	535.76
		100-151-56240		TELEPHONE	5.80
		100-152-54310		BUILDING MAINTENANCE	2,133.16
		100-152-56010		SUPPLIES	24.86
		100-152-56030		CLEANING SUPPLIES/SERVICE	105.91
		100-152-56230		WATER AND SEWER	377.23
		100-152-56240		TELEPHONE	5.80
		100-152-56690		SALES TAX REMITTANCE	134.26
		100-155-54320		EQUIPMENT MAINTENANCE	52.19
		100-155-56010		SUPPLIES	123.48
		100-155-56230		WATER AND SEWER	176.38
		100-155-56240		TELEPHONE	8.70
		100-155-56690		SALES TAX REMITTANCE	64.15
		100-156-53400		COMPUTER SUPPORT/MAINT	90.00
		100-156-54310		BUILDING MAINTENANCE	55.00
		100-156-54320		EQUIPMENT MAINTENANCE	825.90
		100-156-54490		IRRIGATION MAINTENANCE	3,840.00
		100-156-56010		SUPPLIES	656.19
		100-156-56020		OFFICE SUPPLIES	32.45
		100-156-56050		FUEL	472.45
		100-156-56110		PRO-SHOP SUPPLIES	52.08
		100-156-56230		WATER AND SEWER	774.19
		100-156-56240		TELEPHONE	23.21
		100-156-56690		SALES TAX REMITTANCE	545.12
		100-156-57200-20111		CAPITAL-LAND & BUILDINGS	48,420.33
		100-156-57300-21052		CAPITAL-NEW CONSTRUCTION	9,784.22
		160-160-54330		VEHICLE MAINTENANCE	101.20
		160-160-55900		MISCELLANEOUS	15.53
		160-160-56410		BOOKS AND PUBLICATIONS	3.30
		200-200-52710		EMPLOYEE RECRUITMENT/RETENTION	546.00
		200-200-52800		UNIFORMS	964.10
		200-200-53100		ENGINEERING SERVICES	7,780.47
		200-200-53400		COMPUTER SUPPORT/MAINT	179.60
		200-200-54310		BUILDING MAINTENANCE	265.00
		200-200-54320		EQUIPMENT MAINTENANCE	10,883.75
		200-200-54330		VEHICLE MAINTENANCE	1,599.05
		200-200-54450		STREET MAINTENANCE	71.04
		200-200-56010		SUPPLIES	10,705.27
		200-200-56050		FUEL	5,278.45
		200-200-56120		TRAFFIC SIGNS	45.98

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
		200-200-56220		ELECTRICITY	594.30
		200-200-56230		WATER AND SEWER	291.16
		200-200-56240		TELEPHONE	11.60
		200-200-57300-20067		CAPITAL-NEW CONSTRUCTION	288,681.64
		200-200-57300-20069		CAPITAL-NEW CONSTRUCTION	182,651.97
		200-200-57300-20077		CAPITAL-NEW CONSTRUCTION	4,479.96
		205-205-52710		EMPLOYEE RECRUITMENT/RETENTION	62.00
		205-205-54330		VEHICLE MAINTENANCE	47.67
		205-205-54440		RUNWAY MAINTENANCE	11,600.00
		205-205-55200		INSURANCE	281.00
		205-205-56010		SUPPLIES	575.98
		205-205-56020		OFFICE SUPPLIES	40.99
		205-205-56230		WATER AND SEWER	85.05
		205-205-56240		TELEPHONE	8.70
		205-205-56250		REFUSE	42.50
		205-205-57300-20084		CAPITAL-NEW CONSTRUCTION	765.63
		211-211-57550-20088		CAPITAL-CAPITAL IMPROVE	2,271.00
		220-220-52700		TRAINING AND TUITION	28.75
		220-220-52710		EMPLOYEE RECRUITMENT/RETENTION	801.95
		220-220-53400		COMPUTER SUPPORT/MAINT	88.49
		220-220-54320		EQUIPMENT MAINTENANCE	506.86
		220-220-56010		SUPPLIES	147.75
		220-220-56020		OFFICE SUPPLIES	7.47
		220-220-56030		CLEANING SUPPLIES/SERVICE	1,412.00
		220-220-56040		POSTAGE AND FREIGHT	11.84
		220-220-56190		PERSONAL PROTECTIVE SUPP	58.15
		220-220-56230		WATER AND SEWER	55.43
		220-220-56240		TELEPHONE	962.89
		220-220-56250		REFUSE	42.50
		240-243-56780		HOUSING LOANS & ADMIN	90.00
		240-245-56780		HOUSING LOANS & ADMIN	610.00
		480-482-59010		PRINCIPAL	9,548.33
		480-483-59010		PRINCIPAL	21,304.42
		480-483-59020		INTEREST AND FISCAL FEES	6,534.59
		480-484-59010		PRINCIPAL	10,723.34
		480-484-59020		INTEREST AND FISCAL FEES	3,845.67
		480-489-59010-19279		PRINCIPAL	10,875.41
		480-489-59020-19279		INTEREST AND FISCAL FEES	10,830.44
		500-000-20100		CREDIT	622.23
		500-500-52710		EMPLOYEE RECRUITMENT/RETENTION	169.40
		500-500-52800		UNIFORMS	133.32
		500-500-53400		COMPUTER SUPPORT/MAINT	956.20
		500-500-54320		EQUIPMENT MAINTENANCE	3,753.68
		500-500-54330		VEHICLE MAINTENANCE	159.00
		500-500-54390		SYSTEM MAINTENANCE	3,243.41
		500-500-55920		MISC FEES	183.76
		500-500-56030		CLEANING SUPPLIES/SERVICE	56.74
		500-500-56040		POSTAGE AND FREIGHT	120.00
		500-500-56220		ELECTRICITY	296.00
		500-500-56230		WATER AND SEWER	48.53
		500-500-56240		TELEPHONE	64.10
		500-500-56690		SALES TAX REMITTANCE	38,181.81
		500-500-57300-20090		CAPITAL-NEW CONSTRUCTION	128,844.31
		500-500-57300-20092		CAPITAL-NEW CONSTRUCTION	912.50
		500-501-52800		UNIFORMS	405.75
		500-501-54320		EQUIPMENT MAINTENANCE	4,314.32
		500-501-54330		VEHICLE MAINTENANCE	27.49
		500-501-55640		COMPLIANCE TESTING	774.00
		500-501-56010		SUPPLIES	31.48

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		500-501-56030		CLEANING SUPPLIES/SERVICE	102.69
		500-501-56060		CHEMICALS	19,232.13
		500-501-56090		SMALL TOOLS	236.92
		500-501-56100		LABORATORY	1,126.04
		500-501-56230		WATER AND SEWER	15,974.11
		500-501-56240		TELEPHONE	14.50
		500-501-56250		REFUSE	163.69
		520-000-20100		CWX-1	7.57
		520-520-52710		EMPLOYEE RECRUITMENT/RETENTION	170.85
		520-520-52800		UNIFORMS	110.53
		520-520-53400		COMPUTER SUPPORT/MAINT	956.20
		520-520-54310		BUILDING MAINTENANCE	143.01
		520-520-54320		EQUIPMENT MAINTENANCE	58.32
		520-520-54390		SYSTEM MAINTENANCE	149.36
		520-520-55640		COMPLIANCE TESTING	447.00
		520-520-55920		MISC FEES	183.75
		520-520-56020		OFFICE SUPPLIES	37.06
		520-520-56030		CLEANING SUPPLIES/SERVICE	86.83
		520-520-56040		POSTAGE AND FREIGHT	351.22
		520-520-56060		CHEMICALS	3,419.51
		520-520-56130		SUPPLIES FOR RESALE	6,931.38
		520-520-56210		NATURAL GAS	76.02
		520-520-56230		WATER AND SEWER	188.96
		520-520-56240		TELEPHONE	84.40
		520-520-56690		SALES TAX REMITTANCE	14,386.44
		520-520-57300-20101		CAPITAL-NEW CONSTRUCTION	50,314.80
		520-522-54320		EQUIPMENT MAINTENANCE	2.84
		560-000-20100		SXF-2	7.83
		560-560-52710		EMPLOYEE RECRUITMENT/RETENTION	437.80
		560-560-53400		COMPUTER SUPPORT/MAINT	77.28
		560-560-56230		WATER AND SEWER	53.45
		560-560-56690		SALES TAX REMITTANCE	2,031.93
		570-000-20100		SWD-1	6.91
		570-570-52710		EMPLOYEE RECRUITMENT/RETENTION	99.00
		570-570-52800		UNIFORMS	313.67
		570-570-54310		BUILDING MAINTENANCE	980.00
		570-570-54320		EQUIPMENT MAINTENANCE	3,703.82
		570-570-54330		VEHICLE MAINTENANCE	255.00
		570-570-54550		LANDFILL DISPOSAL	60,868.46
		570-570-54580		COMPOSTING	11,472.30
		570-570-56030		CLEANING SUPPLIES/SERVICE	61.14
		570-570-56050		FUEL	3,947.84
		570-570-56230		WATER AND SEWER	309.94
		570-570-56240		TELEPHONE	8.70
		999-000-21510		HEALTH ACCOUNT PAYABLE	213,082.07
		999-000-21530		FLEXIBLE SPEND PAYABLE	9,041.79

10. APPROVAL OF MINUTES - Included in Consent Agenda

11. SPECIAL PRESENTATIONS - None

12. PUBLIC HEARINGS - None

13. PETITIONS AND COMMUNICATIONS - None

14. REPORTS OF CITY OFFICES

A. Police department update on mask ordinance.

MEMORANDUM

DATE: 3 December 2020
FROM: Charles Sherer, Chief of Police
THRU: Tara Vasicek, City Administrator
To: Mayor James Bulkley and the Columbus City Council
RE: Mask Ordinance Update

DISCUSSION: As requested by the Mayor and City Council I am reporting on the status of calls received regarding the City's mask ordinance since it was implemented on November 28, 2020. Attached is a call for service log with respect to the calls received. We had 4 calls prior to the mask ordinance going into effect asking questions about the proposed ordinance. Since the 28th, through the date of this memo we have had 2 information calls concerning questions and 4 calls requiring the officer to investigate or take action. As per our policy, the officers' actions are to provide guidance and only to take enforcement action as a last request. We have done that in all actions, no citations have been written.

The Joint Communications Center has taken a couple calls and we've taken an on-line complaint on businesses outside the City's jurisdiction and we responded that those businesses don't fall under the City's mask Ordinance since they're outside our jurisdiction.

We have also placed mask packages in our cruisers for officers to hand out to the public in the event they don't have a mask. It contains instructions in English and Spanish on the proper wearing, storing and cleaning of the mask. This eliminates a defense that they don't have a mask and promotes public health practices.

FISCAL IMPACT: We purchased sandwich bags and cloth ear strapped masks to hand out to the public in a public relations attempt to promote this endeavor. We hope to receive supplies from East Central District Health to supplant this action.

ALTERNATIVE: Don't hand out mask packages.

CONCURRENCE:

Approved By: 



COLUMBUS POLICE DEPARTMENT

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

Mask Ordinance

Printed on December 6, 2020

CFS Date/Time	Code : Description	Codes With Descriptions	Address
11/28/20 09:56	MASK : Mask	46 - Verbal Warning	2504 14TH ST,
11/25/20 16:12	MASK : Mask	I - Information	2330 14TH ST,
11/30/20 06:01	MASK : Mask	I - Information	2330 14TH ST,
11/25/20 20:07	MASK : Mask	I - Information	2330 14TH ST,
12/05/20 18:33	MASK : Mask	I - Information	2330 14TH ST,
11/30/20 16:25	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
11/25/20 19:05	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
11/29/20 17:23	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
12/04/20 00:21	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
11/26/20 10:24	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
12/03/20 10:32	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,
12/03/20 02:05	MASK : Mask	O - Handled By Officer / Deputy	2903 23RD ST,
11/30/20 20:00	MASK : Mask	O - Handled By Officer / Deputy	2330 14TH ST,

Total Records: 13

15. REPORTS OF COUNCIL COMMITTEES - None

16. REPORTS OF SPECIAL COMMITTEES - None

17. REPORTS ON LEGISLATION - None

18. NEW BUSINESS

A. Appointment of Kristin Stock to Business Improvement Board for three-year term.

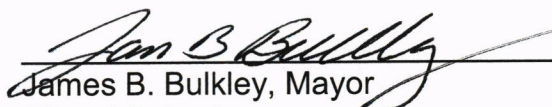
MEMORANDUM

DATE: November 16, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointments

With your permission, I wish to submit the following name to you for appointment at the December 7, 2020, City Council meeting as per City Council Rules.

BUSINESS IMPROVEMENT BOARD, Three Year Term
Kristin Stock, Artzy Haven, 2422 13th Street, Columbus, NE

Kristin Stock is a small-town Nebraska girl, growing up in Newman Grove where her dad was a farmer and her mom was a nurse. She is a co-owner of Big Iron with her husband, Ron, and Ron's brother and his wife. Kristin has been involved in economic and community development in some form throughout her professional career. Kristin owns Artzy Haven in downtown Columbus and she loves the vibe of our downtown. She strives to make her business a destination for crafters and scrapbookers from all over the U.S.


James B. Bulkley, Mayor
City of Columbus

Committees&Boards/Appoint-Reappoint/BID/

B. Appointment of Kendall Christensen to Columbus Housing Authority for five-year term.

MEMORANDUM

DATE: November 19, 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 December 7, 2020, City Council meeting per City Council Rules.

COLUMBUS HOUSING AUTHORITY: (Five-Year Term)

Kendall Christensen, 2780 Korby Avenue, Columbus, Nebraska

Kendall Christensen is a longtime Columbus resident, having served our community in various capacities for more than 40 years. He retired from Loup Power District after 41 years, the last 25 years serving as Vice-President of Operations. He currently serves as First Vice Commander and Membership Chairman in the Hartman Post 84 American Legion, and as Secretary/Treasurer of the Columbus Izaak Walton League. Kendall is a member of the Noon Lions Club, and also of Trinity Lutheran Church where he served on the Governing Council for several years. He also served on the City of Columbus Tree Board for several years.


James B. Bulkley, Mayor

- C. Quote from Electronic Engineering in the amount of \$49,916.05 to equip three police vehicles.

**Columbus Police Department
Memorandum
For Record**

DATE: December 1, 2020

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: Bid to equip three new 2020 Police Package Ford Explorers

RECOMMENDATION:

The Police Department would like to accept the bids from Electronic Engineering to equip 3-2020 Police Package Explorers with emergency equipment.

DISCUSSION:

The Columbus Police Department should be receiving 3- 2020 Police Package Explorers in January. Electronic Engineering has provided a bid of \$49,916.05 to equip units.

We will be taking 3 units out of patrol service and some of their equipment will be reutilized, 3 radars. Since the 2020, units have a completely redesigned interior and exterior we will be going with all cages, lights and consoles.

I have already purchased the E-Citation equipment for these units and paid for the install of the E-Citation equipment.

I have not taken delivery of the units at this time but I do expect to take delivery before February 2021.

Combined cost of \$49,916.05. I would like to order the items prior to the January 1, 2021 price increase.

FISCAL IMPACT:

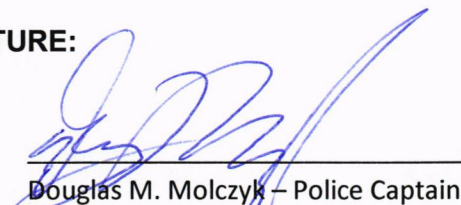
This money has been budgeted in Capital Expenditure out of sales tax.

ALTERNATIVES:

Not equipping the new units and they would be stored.

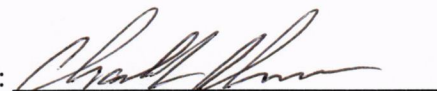
SIGNATURE:

By:



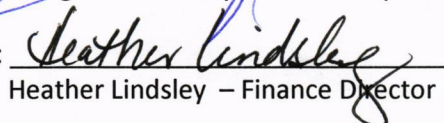
Douglas M. Molczyk – Police Captain

Approved:



Charles Sherer – Chief of Police

Approved:



Heather Lindsley – Finance Director

Approved:



Tara Vasicek – City Administrator



Electronic Engineering
 1100 Keo Way
 Des Moines, IA 50309
 Phone: 402-564-8497
 Toll Free: 866-208-6248

QUOTE
853003412

Prepared For: Columbus Police Dept (85)
 2330 14th St
 Columbus, NE 68601
 Email Invoices

elisa.paprocki@columbusne.us

Your Account Representative

Name: Kathie Hansel
 Phone: 402-564-8497
 Fax: 402-564-1421
 Cell: 402-681-0191

Quantity	Product/Service Name	Unit Price	UOM	Extended
1	EMS Products-Inst/Rmvl-Ins-Flat Rate LABOR TO INSTALL IS COVERED UNDER THE ANNUAL MAINTENANCE CONTRACT. INSTALL CUSTOMER OWNED EQUIPMENT APX MOBILE RADIOS AND VRS DUAL ANTENNA RADAR UNITS MDT EQUIPMENT AND DOCKING STATIONS SUPPLY AND INSTALL FEDERAL SIGNAL PATHFINDER WITH OBD INTERFACE DUAL SIREN SPEAKERS AND MOUNTS FEDERAL SIGNAL VALOR LED LIGHTBARS ENABLE HEAD LIGHT FLASHERS TAIL LIGHT FLASHERS REAR ILS SIDE WINDOW LIGHTS WITH MOUNTS MICROPULSE LIGHTS AROUND LICENSE PLATES AND GRILLS. BCD996P2 SCANNERS WITH ANTENNAS DVM-800 KIT TWO CAMERA SYSTEMS BLACK RAC WITH WEAPON MOUNTS 7VS SINGLE PRISONER TRANSPORT TRANSPORT LIGHT PLASTIC BACK SEAT WINDOW BARRIERS SLIDING DRAWER WITH TRAY ELECTRONICS TRAY TROY CENTER CONSOLE WITH FACE PLATES DUAL CUP HOLDERS PRINTER ARMREST MAGNETIC MICROPHONE CLIPS POWER POINTS AND USB IN CENTER CONSOLE RED/WHITE LED DOME LIGHT UP FRONT REAR CARGO LIGHT ON SWITCH	0.00	EA	0.00
1	Shop Supplies	29.95	EA	29.95
1	Shipping from Manufacturer FREIGHT ESTIMATE	1,200.00	EA	1,200.00



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Quantity	Product/Service Name	Unit Price	UOM	Extended
3	VALOR/44/SPECTRALUX/NO-CNTRL NO-HOT-FEET	1,900.00	EA	5,700.00
3	Pathfinder, Remote, 17 Button Controller	750.00	EA	2,250.00
3	OBD INTERFACE CABLE/25'/FORD-PF	169.95	EA	509.85
6	ES100/SPEAKER/100W/NO-MOUNT	195.00	EA	1,170.00
3	SPEAKER BRKT/PIU 2020/NO DRILL/2-SPKR BEHIND GRILL	47.00	EA	141.00
6	Corner LED/White MOUNTED IN PRE DRILLED HEADLIGHTS	76.00	EA	456.00
9	Micropulse Ultra Red/White X Series GRILL, SIDE AND REAR	118.30	EA	1,064.70
9	Micropulse Ultra Blue/White X Series GRILL, SIDE AND REAR	118.30	EA	1,064.70
3	ILS/Rear/PIU 2020 RA/BA/no contoller	800.00	EA	2,400.00
6	BRACKET/IPX/MICROPULSE/TRILITE	7.80	EA	46.80
3	Expansion Module for Pathfinder EXPANSION MODULE FOR PATHFINDER. THIS DOES TAILLIGHT FLASHER AND MORE OPTIONS FOR LIGHTING.	390.00	EA	1,170.00
3	SCANNER/BCD996P2/TRUNK-TRACKER	615.00	EA	1,845.00
3	ANT/SCANNER/150-840MHZ	34.45	EA	103.35
6	MIC-CLIP/MAGNETIC	34.95	EA	209.70
3	WEAPONS-SYSTEM/BLAC-RAC/870HK DUAL-T-TRAIL/SMALLER-PARTITION RECESSED-PANEL	806.00	EA	2,418.00
3	WINDOW-BARRIER/IT-U/POLY/TINTE POLYCARBONATE TINTED GL Dept 100 GL Code 4300	239.00	EA	717.00



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Quantity	Product/Service Name	Unit Price	UOM	Extended
3	SPT Single Prisoner Transport Partition #7VS SPT Stationary Window Vinyl Coated Expanded Metal *FOR USE WITH: -Full	985.00	EA	2,955.00
3	Firearm Mount Transfer Kit ForwardFacing Partition Mount Without Mount Plate ONLY COMPATIBLE WITH: -SPT Single Pris	82.00	EA	246.00
3	CARGO BOX TFN- Tray, Fixed With No Lock BSN- Base Sliding With No Lock	728.00	EA	2,184.00
	BSN-BASE SLIDING WITH NO LOCK			
3	CARGO/RADIO/TRAY-TRN STANDARD	311.00	EA	933.00
3	Full REPLACEMENT Transport Seat TPO Plastic w/Center Pull Seat Belts REQUIRED: -#12VS Stationary Window	1,047.00	EA	3,141.00
3	2020 PI Utility 18" L-Shape Console, 8" Slope, 10" Level FP-MXTL2500 3" FP-UBCD996T 3" FP-PLATINUM 4" FP-1DC2SWUSB-2 2"	395.00	EA	1,185.00
3	Low-Profile printer mount w/5x8 pad, bol ts to console rear (AC-ARM-BKT-LP, AC-AR M-PED-XL, AC-PENPRTR, AC-FOAM-58)	339.00	EA	1,017.00
3	CUP-HOLDER/INT/DUAL/GROMMETS	48.00	EA	144.00
3	SEAT-COVER/IT-U 20/TACTICAL DRIVER SIDE	155.00	EA	465.00
3	COMPARTMENT-LIGHT/3IN-WHITE PRISONER LIGHT	55.00	EA	165.00
3	LIGHT/WHITE/RED-LED/LED-WHIT DOME LIGHT FOR OFFICER GL Dept 100 GL Code 4300	75.00	EA	225.00
3	ProServ-Activation Fee	30.00	EA	90.00
3	DVM-800/KIT/V2	3,995.00	EA	11,985.00



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Quantity	Product/Service Name	Unit Price	UOM	Extended
3	PIU WIRELOOM PACKAGE PIU WIRELOOM PACKAGE GL Dept 900 GL Code 4100	750.00	EA	2,250.00
6	POWER-POINT/SINGLE/1INCH/METAL PART OF WIRING PACKAGE	0.00	EA	0.00
6	CAP/POWER-POINT PART OF WIRING PACKAGE	0.00	EA	0.00
3	USB/DUAL/2.4A/2.4A/CARLING PART OF WIRING PACKAGE	0.00	EA	0.00
3	Actuator/Cargo Light/Red/White PART OF WIRING PACKAGE	0.00	EA	0.00
3	Actuator/Transport Light/Red/White PART OF WIRING PACKAGE	0.00	EA	0.00
3	SWITCH/CONTURA/2LIGHTS PART OF WIRING PACKAGE GL Dept 100 GL Code 4300	0.00	EA	0.00
3	MOUNT/3/4-HOLE/ASP/17FT/CABLE NO CONNECTOR PART OF WIRING PACKAGE	0.00	EA	0.00
3	CONNECTOR/BNC-MALE/RG58 PART OF WIRING PACKAGE	0.00	EA	0.00
3	CIRCUIT-BREAKER/80A PUSH TRIP RESET 3/8" STUD SURFACE MNT PART OF WIRING PACKAGE	0.00	EA	0.00
3	FUSEBLOCK/ATO/20FUSE PART OF WIRING PACKAGE	0.00	EA	0.00
3	DELAY-TIMER/75A DELAY TIMER FOR MDT, RADIO AND RADAR SET FOR TWO (2) HOURS.	145.00	EA	435.00



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Quantity	Product/Service Name	Unit Price	UOM	Extended
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Remark

Total Quote Tangibles :	\$48,596.10
Total Quote Services :	\$119.95
Total Quote Charges :	\$1,200.00
Tax:	\$0.00
Total Quote :	\$49,916.05

Prices quoted are F.O.B. factory. Quotation good for 30 days.
Delivery: Receipt of goods should arrive from the factory in approximately 60 Business Days from receipt of order.

Quotation Prepared By:	Accepted By:
Name: _____	Name: _____
Date: 10/15/2020	Date: _____

D. Comments from mayor and city council members.

19. RESOLUTIONS

A. Resolution No. R20-130 approving agreement with Golf Professional Douglas Dunbar for golf professional services from January 1, 2021 through December 31, 2021.

RESOLUTION NO. R20-130

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH DOUGLAS DUNBAR FOR GOLF PROFESSIONAL SERVICES FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, Douglas Dunbar has provided golf professional services to the city since 2006; and,

WHEREAS, the parties wish to enter into an agreement for one year of professional services pursuant to the terms and conditions of the agreement that is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Douglas Dunbar for golf professional services from January 1, 2021 through December 31, 2021, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

GOLF PROFESSIONAL AGREEMENT

This Agreement is made and entered into as of the dates indicated below, by and between the City of Columbus, Nebraska, a municipal corporation (hereinafter referred to as "CITY"), and Douglas Dunbar (hereinafter referred to as "DUNBAR").

WHEREAS, the CITY is the owner of Quail Run and Van Berg Golf Courses and operates municipal golf courses and clubhouses therein; and

WHEREAS, DUNBAR is a Class "A" PGA Golf Professional; and

WHEREAS, CITY desires the services of a qualified DUNBAR to operate the concessions and serve as a golf professional for Quail Run and Van Berg Golf Courses.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement: CITY grants to DUNBAR the exclusive privilege of operating business concessions and rendering professional golf services at Quail Run and Van Berg Golf Courses and Clubhouses for the period of time commencing on January 1, 2021 and ending December 31, 2021, in accordance with the terms and conditions hereinafter set forth. Prior to the end of the contract the CITY together with DUNBAR will perform a Rate Study and will look to negotiate a new, longer term contract by August 31, 2021.
2. Services: DUNBAR is to be recognized as the Pro-Manger of Quail Run and Van Berg Municipal Golf Courses and shall make professional golf services and concession services available to the patrons of said golf courses at all reasonable times as determined by the CITY. Said services shall include, but not be limited to, the following:
 - sale of alcohol (beer, wine and spirits)
 - public relations
 - teaching
 - coaching
 - promotion of golf play
 - leagues
 - tournaments
 - outings
 - pull carts
 - motorized carts
 - sales of equipment from the pro shop
 - operation of the driving range
 - operation of concession facilities

It is recognized that in providing the previously described services DUNBAR will spend a considerable amount of time in service on the courses for the benefit of the CITY and area golfers. Accordingly, CITY and DUNBAR agree that DUNBAR shall be granted paid

rest and recuperation time as follows: at the conclusion of each golf season, DUNBAR shall be permitted off-time each year beginning December 24th through the last Wednesday in January. DUNBAR agrees and shall ensure that adequate, trained staff is available to operate the CITY course(s) during such off-time should weather conditions allow play.

3. Supervision By DUNBAR: In addition to the services to be rendered by DUNBAR as set forth in No.2, DUNBAR agrees to:
 - supervise all activities within the part of the clubhouses designated by the CITY for use by the public
 - supervise all personnel in the employ of DUNBAR
 - supervise the performance of such duties and services in the clubhouses of both golf courses or adjacent thereto as may be included in the Agreement.
4. General Upkeep: DUNBAR agrees to keep the clubhouses in a clean and sanitary condition at all times. This shall include the concession areas, public restrooms, public lounges, pro shops, and general interior and immediate exterior maintenance (exterior maintenance shall include parking lots and cart storage area) at both Quail Run and Van Berg Golf Courses. All papers, rubbish, broken and empty bottles, garbage and other trash accumulating in the operation of the clubhouses shall be picked up by DUNBAR or his designee and placed in suitable containers. Goods, bottles, or empty containers shall not be sold, piled, or stored outside or inside of the clubhouses except upon written permission of the CITY. DUNBAR shall keep concession premises in a neat, clean, orderly, and sanitary condition at all times in conformance with the standards required by the City of Columbus and the State Department of Health.
5. Software: The CITY shall provide and maintain software to serve the functions needed to operate the courses without cost, to DUNBAR, golf point of sales software to record all receipts. The CITY shall provide for training of DUNBAR and his personnel on the software program.
6. Telephone: The CITY will waive reimbursement up to \$200 for non-personal business-related long distance telephone call each year of the contract.
7. Money Collection: DUNBAR agrees to collect liquor sales, concessions, range fees, greens fees, pass and punch card fees and to issue tickets/tapes/cash register receipts for: green fees, motorized and pull cart fees, driving range, liquor and concessions, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the CITY such documentation as described in Sections 18 and 19.
8. Play: DUNBAR agrees to provide supervisory services during play to provide smooth starts on number one and ten tees and to monitor closely the transition from hole number nine to number ten tee at all times. Marshaling of play and course rules is required. DUNBAR is required to provide help to leagues, outings, and tournaments for scoring, handicaps, scoring sheets, and etc. thereby enabling events to run smoothly.

9. Inspection Audit: DUNBAR shall permit the examination and audit of all books and records of DUNBAR relating to this Agreement by officers or representatives of CITY, and shall make said books and records available at all reasonable hours.
10. Staff: DUNBAR shall have adequate trained staff on duty in readiness to serve the public at such times as necessary to provide concession and professional golf services.
11. Improvements: DUNBAR shall not remodel clubhouses and outside around clubhouses or install any permanent fixtures or additions to the clubhouses without first obtaining the written approval of CITY. All improvements shall become the property of the CITY upon termination of this Agreement unless the parties hereto agree in writing otherwise. Items such as signage, reserved parking, and building improvements need to be approved by the CITY.
12. City Supervision: CITY reserves the right to exercise general supervision and control over the clubhouses with respect to the management of advertising displays; employees; concessions; kind, character, and quality of goods dispensed; and the cleanliness and sanitation of the buildings and adjacent grounds.

Petitions and solicitations on golf courses are prohibited without approval of the Board of Park Commissioners.

DUNBAR shall operate under the provisions of this Agreement in such a manner as to conform to all ordinances of the City of Columbus and the laws of the State of Nebraska, and shall give assistance to the City in seeking conformity with the ordinances of the City and laws of the State of Nebraska by public users.

Further, DUNBAR agrees to enforce all rules and regulations adopted by the CITY representatives covering the conduct of the public and services offered in the use of CITY property.

The Golf Course Superintendent together with the Public Property Director shall determine when the course will be closed and when carts are allowed on the course. DUNBAR must keep the Superintendent and his staff informed on all events scheduled on the course. Schedules of events will also be provided to the Golf Board and other CITY staff that may have a need.

13. City Equipment: DUNBAR shall exercise general supervision over and shall be responsible for the proper use and care of all equipment and furniture owned by the CITY now located in and around the clubhouses. Such property shall be maintained specifically for the use and convenience of all public users of the clubhouses. DUNBAR will keep pull carts and motorized carts clean and presentable, to include checking batteries for water and other maintenance to the carts, including the beverage cart. If repairs are necessary to any CITY equipment, DUNBAR must contact the Superintendent so he might make the repairs as soon as possible. (This shall include, but not be limited to the carts and beverage cart.)

14. Risk of Loss: CITY shall not be responsible for the property of DUNBAR kept, stored, or maintained on the premises and assumes no responsibility for loss of DUNBAR owned property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.
15. DUNBAR's Compensation: Subject to Sections 27 and 28 below, DUNBAR shall be entitled to the gross proceeds generated by operation of the pro shops' equipment and repairs, golf lessons, along with a total monthly payment of \$6,498, effective January 1, 2021. The monthly payment includes \$2,145.00 for the Van Berg Golf Course and \$4,353.00 for the Quail Run Golf Course. The monthly payment shall be increased each year based upon a cost of living factor; the cost of living adjustment shall be the same percentage paid to city employees as identified in the CITY Pay Plan and Budget. Each annual cost of living adjustment shall be made in January of each year provided DUNBAR has received a favorable performance appraisal for the preceding year, prepared by the City Administrator. The City Administrator will consider, among other issues, the ability of DUNBAR to: deal with the public in a positive manner; to complete required reporting forms in an accurate and timely manner; to attract customers to the city courses; and, to operate the courses in a professional manner. The City Administrator may consult with the Public Property Director, Board of Park Commissioners and the Golf Course Superintendent in completing this performance appraisal. DUNBAR will also receive the following percentages of gross sales, less sales tax:

	DUNBAR	CITY
DRIVING RANGE:	80%	20%
MOTORIZED CARTS:	10%	90%
PULL CARTS:	15%	85%
CONCESSIONS (as defined in paragraph No. 17)	90%	10%
LIQUOR(as defined in paragraph No. 16)	50% of net gross revenues	50% of net gross revenues
GREEN FEES (INCLUDES PUNCH CARDS)	4.5%	95.5%
PASSES	4.5%	95.5%
CREDIT CARD PROCESSING	20%	80%

16. Liquor Sales: Liquor is defined to include beer, wine, and all other alcoholic beverages. The price of liquor sales shall be established mutually by the CITY and DUNBAR. All income from liquor and alcohol sales shall belong to the CITY subject to Paragraph 15. "Net Gross Revenues" shall be defined as gross revenue generated by the sale of liquor, less the CITY cost of said liquor and alcohol, taxes, and licenses to acquire and sell the same. DUNBAR shall furnish all supplies (other than the liquor) and all labor required for the liquor sales. DUNBAR agrees to conduct and operate the liquor business strictly in

accordance with all ordinances of the City of Columbus and the State of Nebraska

17. Concessions: Concessions are defined to include food, snacks and soft drinks. The price of concession sales shall be established mutually by the CITY and DUNBAR. All materials, supplies, and assistance required for the operation of the concession shall be furnished at DUNBAR expense. DUNBAR agrees to conduct and operate the concession strictly in accordance with all ordinances of the City of Columbus and the State of Nebraska

18. Deposits: Deposits into CITY accounts for liquor, green fees, pass and punch card fees, motorized and pull golf carts shall be made pursuant to the following schedule: 1) For all sales occurring on Monday, Tuesday, Wednesday, and Thursday shall be made before 3:00 p.m. on the following Friday of that same week; and 2) For all sales occurring on Friday, Saturday, and Sunday shall be made before 3:00 p.m. on the following Tuesday.

The CITY shall maintain a special bank checking account for the purpose of depositing gross revenues from the sale of liquor. DUNBAR shall be authorized to withdraw monies from the City Liquor Account to pay vendors current on all liquor purchases. Monthly, CITY will disburse to DUNBAR, his share of the gross net revenues for the previous month.

All sales shall be deposited into DUNBAR owned bank account by 10:00 a.m. the following business day for redistribution as described above.

The CITY shall be paid its share of driving range receipts by the tenth day of each month for the previous month

19. Reports: DUNBAR shall supply reports as requested by CITY. Daily revenue reports shall be submitted by DUNBAR to CITY with each deposit. The Liquor Daily Report shall be separate from the other reports. The report which details golf play for the preceding day, shall be balanced to match all rounds played, all motorized and pull cart rentals, and driving range. Monthly reports shall be supplied by the fifth day of the following month to all appropriate City personnel. The City Finance Director's end of the month financial report shall be considered the official report. Items may be, but not limited to the following: rounds of golf in all categories, outing report that would include the number of participants, fees collected, liquor and alcohol, green fees, pass and punch card fees, motorized and pull golf carts, and anything else CITY deems necessary for budget preparation.

20. Personnel: It will be the responsibility of DUNBAR to employ, train, and pay wages to the needed personnel to conduct the business and carry out the operations associated with the clubhouses which includes, but not limited to, the concession operation, collection of fees, and custodial maintenance. DUNBAR and his agents and employees shall not be considered to be employees of the CITY, and shall not be eligible for any fringe benefits or compensation benefits from the CITY.

21. Conflict of Interest: During the term of this agreement, DUNBAR shall not be named or

recognized as a Director of Golf, Head Golf Professional, or other staff title at any other golf course. Nor shall DUNBAR be associated in the management of any other golf course or golf business; i.e., Board of Directors or running a Golf Pro Shop.

22. Concession, Range, and Golf Course Operation: DUNBAR agrees to keep concession, range, and golf courses open seven (7) days of the week during such hours, as CITY shall determine. One of the golf courses shall remain open during the winter months if conditions permit play. The decision as to which golf course shall remain open shall be made by mutual agreement of DUNBAR, Superintendent, and Public Property Director.
23. PGA Membership: During the full term of this Agreement, DUNBAR must maintain a Class "A" PGA Golf Professional Classification. CITY shall pay annual dues to maintain this PGA classification. Should DUNBAR cease to be a Class "A" Professional, this Agreement may be immediately and automatically terminated at the sole discretion of the CITY. CITY shall pay the cost of continuing education required by the PGA, as mutually agreed to by DUNBAR and City Administrator in advance of any course enrollment.
24. Financial Statement: DUNBAR shall submit to the CITY a monthly financial statement of the entire operation covered by the terms of this Agreement for each calendar year. Said financial statement shall include a detailed operating statement setting forth all operating revenues and personnel service costs and other operating expenses in accordance with the requirements set by the City Administrator and Finance Director. Monthly financial statements shall be due by 15th of each month this Agreement is in force and effect. DUNBAR shall supply the City with a copy of Schedule C from income tax return Form 1040 or Corporation Income Tax return following one year of employment as DUNBAR with the City of Columbus and annually thereafter. CITY may conduct its own audits during the term of this Agreement and for a period of one year thereafter pursuant to item No. 9.
25. Free Play: DUNBAR and his two immediate assistants may play Quail Run or Van Berg golf courses at no cost. This includes the use of a motorized cart. However, if the passenger is not one of the above, then payment for one rider is required. All other members of DUNBAR staff must pay regular fees. The names of the two immediate assistants shall be submitted to the CITY. Except for the above mentioned, special privileges shall not be granted to anyone under any circumstances unless approved by the CITY. The City Administrator and DUNBAR must agree to any professional courtesy extended during agreement negotiations, to include any play by other Golf Course Superintendents. A Rain Check Policy shall be determined by agreement of CITY and DUNBAR.
26. Equal Employment: Neither DUNBAR nor anyone acting under or by virtue of the terms of the Agreement shall discriminate against an employee or applicants for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Section 48-122, Nebraska Revised Statutes.

Nor shall neither DUNBAR nor anyone acting under or by virtue of the terms of this

Agreement discriminate against any such patron of said golf courses or against anyone else because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status. Special privileges shall not be granted to anyone under any circumstances.

27. Surety Bond: DUNBAR, on signing this Agreement, shall furnish and keep in force a Surety Bond in the amount of twenty-five thousand dollars (\$25,000), or an acceptable equivalent, to protect CITY against (1) loss or damage directly arising by reason of the failure of DUNBAR to faithfully make required payments as they become due in this Agreement; (2) theft and dishonesty. This bond shall cover DUNBAR and all employees and agents of DUNBAR.

Such bond shall be written by a corporate surety authorized to do business in the State of Nebraska and shall be approved by the City Attorney.

Failure to provide the bond within fifteen (15) days shall entitle CITY to cease making any payments to DUNBAR and/or terminate this Agreement without further notice.

28. Insurance: DUNBAR shall indemnify and hold harmless the City of Columbus, Nebraska, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the conduct of DUNBAR that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by DUNBAR, any subcontractor (directly or indirectly employed by any of them), or anyone for whose acts any of them may be liable. This section will not require DUNBAR to indemnify or hold harmless CITY for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the CITY.

DUNBAR shall take out and maintain during the life of this Agreement the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in the State of Nebraska covering all of his employees.

DUNBAR shall secure and maintain in full force and effect during the entire period of this Agreement liability Insurance naming and protecting DUNBAR and CITY, its officials, employees, and volunteers as insured, against claims for damages resulting from the negligence of DUNBAR and/or his agents and employees which results in personal injury or property damage. The limits of the liability insurance coverage shall be:

- a. \$1,000,000 per individual
- b. 2,000,000 per occurrence

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's rating of not less than A:VII, unless specific approval has been granted by the City.

All Certificates of Insurance shall be filed with CITY on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage

required by this section and showing CITY as an additional insured. Such certificates shall specifically state that insurance policies are to be endorsed to require the insurer to provide the CITY thirty (30) days written notice of cancellation, non-renewal, or any material reduction of insurance coverage.

Failure to provide insurance as herein named within fifteen (15) days shall entitle the CITY to cease making any payments to DUNBAR and/or terminate this Agreement without further notice. DUNBAR shall have the option to purchase and to participate in health care coverage, single or family, under the City of Columbus insurance plan.

29. Assignment: This Agreement shall not be assigned or sold, nor the premises sublet in whole or in part by DUNBAR except with the prior written consent of the CITY.
30. Termination and Cancellation: It is an express condition of the Agreement that DUNBAR shall do and perform the Agreement as set out herein.

If DUNBAR breaches any of the terms of this Agreement or fails to make payments provided herein, the CITY may, upon seven (7) days written notice, cancel and terminate this Agreement if such breach of failure is not corrected and/or resolved within said seven (7) day notice period. In addition to or in lieu of such cancellation or termination, the City may recover on the bond retained by DUNBAR in the event of failure to make payments provided for herein.

In the event CITY, in its sole and absolute discretion, shall conclude the conduct of DUNBAR in any respect is substantially detrimental to the best interest of CITY, the CITY may, upon written notice delivered to DUNBAR personally, terminate said Agreement, for cause, and order DUNBAR to vacate the premises, without further liability to CITY.

In the event CITY, in its sole and absolute discretion, shall cease to fund and/or operate Quail Run Golf Course or Van Berg Golf Course, the CITY may, upon 120 days written notice delivered to DUNBAR personally, terminate and/or negotiate a new agreement.

The exercise of any remedy provided herein shall not preclude the CITY from exercising any other remedy, legal or equitable, that it may have.

31. Notices: The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

THE CITY OF COLUMBUS, NEBRASKA
Attn: City Administrator
2424 14th St.
Columbus, NE 68601
(402) 562-4233

DOUGLAS DUNBAR

Columbus, Nebraska 68601
(402) _____ - _____

Or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph. All notices,

requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the fifth (5th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

32. Non-Waiver: No waiver by CITY of any default or breach of this Agreement or shall operate as a waiver of any other default or of the same default on a future occasion.
33. Modification of Agreement: This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.
34. Applicable Law: Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. To the extent possible, the Parties waive their rights to a jury trial.
35. Binding Effect: This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (which also include guarantors, endorsers, and sureties) of the Parties hereto.
36. Severability: Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.
37. Caption Heading: Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
38. Singulars / Plurals / Context: Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words “shall” and “will” are mandatory, and the word “may” is permissive.
39. Full Integration: This Agreement is a fully integrated Agreement and supersede any and all prior agreements, whether oral or written, between the Parties; and, this Agreement and embodies a full and complete understanding of the Parties.

((((Remainder of Page Left Intentionally Blank))))

Executed this ____ day of _____, 2020, by the City of Columbus,
Nebraska:

Mayor


Executed this ____ day of _____, 2020, by the Douglas Dunbar:

Douglas Dunbar

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

- B. Resolution No. R20-131 approving grant agreement with Nebraska Community Foundation for the benefit of the Columbus Area Future Fund in an amount not to exceed \$3,000 for development and implementation of it's "Move to Columbus" campaign using Economic Development "840" Funds as recommended by the Citizens Advisory Review Committee.

RESOLUTION NO. R20-131

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A GRANT AGREEMENT WITH THE NEBRASKA COMMUNITY FOUNDATION FOR THE BENEFIT OF THE COLUMBUS AREA FUTURE FUND IN AN AMOUNT NOT TO EXCEED \$3,000 FOR DEVELOPMENT AND IMPLEMENTATION OF IT'S "MOVE TO COLUMBUS" CAMPAIGN USING THE CITY'S ECONOMIC DEVELOPMENT "840" FUNDS, AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Columbus Area Future Fund submitted an application for financial assistance from the City's Economic Development "840" Funds for development and implementation of its "Move to Columbus" campaign; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the grant be approved in an amount not to exceed \$3,000, as detailed in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the grant agreement with Nebraska Community Foundation for the benefit of the Columbus Area Future Fund in an amount not to exceed \$3,000 for development and implementation of it's "Move to Columbus" campaign using the City's Economic Development "840" Funds, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

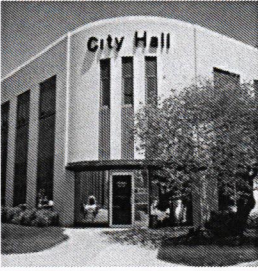
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: December 2, 2020
TO: Mayor and City Council Members
FROM: Tara Vasicek, City Administrator 
RE: Economic Development Grant to Columbus Area Future Fund

RECOMMENDATION:

Approval to the resolution.

DISCUSSION:

The Citizens Advisory Review Committee (CARC) reviewed an application from the Columbus Area Future Fund (CAFF) for a \$3,000 grant to fund the "Move to Columbus" marketing campaign and has recommended approval. This campaign will encompass a focused digital marketing strategy targeting young couples outside of Nebraska in an effort to persuade them to move to Columbus. The CAFF is an affiliate fund of the Nebraska Community Foundation (NCF); therefore, NCF will be receiving the funds for the CAFF if approved.

FISCAL IMPACT:

\$3,000 in Columbus Economic Development Funds

GRANT AGREEMENT

This Agreement is made and entered into as of the dates indicated below (hereinafter referred to as the “Agreement”), by and between the Nebraska Community Foundation (hereinafter referred to as “NCF”) for the benefit of Columbus Area Future Fund (hereinafter referred to as “CAFF”), and the City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as “CITY”).

WHEREAS, NCF is a 501c organization; and

WHEREAS, NCF and CAFF are committed to empowering the greater Columbus community to invest in philanthropic giving to enhance the quality of life, while establishing lasting legacies; and

WHEREAS, NCF and CAFF have created the “Move to Columbus” campaign that will encompass a focused digital marketing strategy targeting young couples located outside of the State of Nebraska in an effort to persuade them to move to Columbus; and

WHEREAS, the “Move to Columbus” campaign will partner with the “Something Good” branding from the Chamber of Commerce to utilize those branded materials to promote the Columbus Community; and

WHEREAS, NCF will contract with a digital marketing firm to execute the targeting and distribution of the messaging for the campaign; and

WHEREAS, CAFF has requested monetary assistance from the CITY in the form of a grant through the CITY’s Economic Development Plan to help with the development and implementation of the campaign.

NOW, THEREFORE IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Section 1. CITY responsibilities:

- A. CITY agrees that this project is eligible for assistance in accordance with the CITY’s Economic Development Plan.
- B. CITY will provide funding in the form of a grant in an amount not to exceed \$3,000 to the CAFF and in no instance shall the CITY be required to provide funding greater than this amount.

Section 2. NCF responsibilities.

- A. Upon request from the CITY, NCF shall to submit all necessary documentation necessary to show development and implementation of the “Move to Columbus” campaign, including but not limited to:
 - a. The agreement with the digital marketing firm NCF hired;
 - b. An impact report showing how many people were reached by the campaign;
 - c. An accounting of the spending and use of the grant funds.
- B. NCF will separately secure all other additional funding needed for the “Move to Columbus” campaign.

- C. Should the entirety of funds being granted not be used by NCF on the “Move to Columbus” campaign within twelve months of the approval of this Agreement by the City Council, then NCF shall immediately return the balance remaining of \$3,000.

Section 3. Indemnification.

- A. NCF shall indemnify and hold harmless CITY from all demands, claims, causes of action or judgements, and from all expenses that may be incurred in investigating or resisting the same, arising from or growing out of, any act or neglect of NCF, its contractors, agents, employees or volunteers in connection with this Agreement.
- B. CITY shall indemnify and hold harmless NCF, from all demands, claims, causes of action or judgements, and from all expenses that may be incurred in investigating or resisting the same, arising from any act or neglect of CITY, its contractors, agents, employees or volunteers in connection with this Agreement.

Section 4. Non-Waiver.

No waiver by CITY of any default or breach of this Agreement or shall operate as a waiver of any other default or of the same default on a future occasion

Section 5. Applicable Law.

The Parties to this Agreement shall conform with all existing and applicable CITY ordinances, resolutions, state statutes, federal laws and all existing and applicable rules and regulations. Nebraska law shall govern this Agreement.

Section 6. Strict Compliance.

All provisions of this Agreement and each and every document that shall become attached hereto shall be strictly complied with as written and no substitutions or changes made except in writing upon prior written mutual consent of the Parties. No waiver of any breach or any provision of this Agreement shall be deemed a waiver or any preceding or subsequent breach.

Section 7. Captions and Recitals.

Captions and section headings used in this Agreement are for convenience only and are not intended to be used in the construction or interpretation of this Agreement. The recitals at the beginning of this Agreement are incorporated into the body of the Agreement by this reference as if such recitals were set forth fully herein.

Section 8. Assignment.

Neither CITY nor NCF shall assign their respective rights under this Agreement without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 9. Equal Employment and Nondiscrimination.

NCF and CITY agree to provide equal employment opportunities in their respective employment practices for all persons involved in the Agreement and neither party shall discriminate or permit discrimination against any such persons on the basis of race, color, religion, sexual orientation, age, national origin or disability.

Section 10. Notices.

In further consideration of the covenants herein contained, the Parties expressly agree for the purposes of notice, demands or other communications, including legal service of process, that the following named respective titles shall be authorized representatives of the Parties.

City of Columbus, Nebraska Attention: City Administrator 2424 14th Street Columbus, Nebraska 68601	Columbus Area Future Fund Attention: Chair PO Box 1734 Columbus, Nebraska, 68602
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All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified mail, postage prepaid and properly addressed as stated above.

Section 11. Term of Agreement and Termination.

This Agreement shall commence upon the date of its execution as indicated below and shall remain in effect, given the long term nature of the Agreement, into perpetuity unless terminated by mutual consent of the Parties. If for any reason, the Parties desire to terminate this Agreement, notice of such intent shall be delivered in writing not less than 90 days prior to the intended date of termination. If termination is appropriate, a new Agreement detailing the impacts and responsibilities of such termination shall be executed between the Parties.

Section 12. Project Publicity.

NCF agrees to allow CITY to issue news releases and otherwise share information and/or make announcements about this project. NCF is not required to obtain any approval, written or otherwise, from the CITY.

Section 13. Modification of Agreement.

This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

Section 14. Severability.

Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

Section 15. Effective Date.

The effective date of this Agreement shall be the date that both parties have affixed their signature hereto.

Section 16. Authorized to Enter Agreement.

NCF's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by NCF and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon NCF, with any law, regulation, or court order that is applicable to the NCF in any way.

Section 16. Entire Agreement.

This Agreement and any documents that may become attached or ancillary hereto, constitute the entire Agreement between CITY and NCF with respect to the subject matter hereof and thereof, and shall supersede all prior Agreements or understandings concerning such subject matter. This Agreement may be amended only in writing and approved by the Parties and executed as required by law.

EXECUTED BY THE NEBRASKA COMMUNITY FOUNDATION on this _____ day of December, 2020.

Columbus Area Future Fund

Witness

BY: _____
Dee Hanson, Chair
Columbus Area Future Fund.

BY: _____
Printed Name:

Nebraska Community Foundation

BY: _____
K.C. Belitz, Chief Operating Officer
Nebraska Community Foundation

EXECUTED BY THE CITY OF COLUMBUS, NEBRASKA, on this _____ day of December, 2020.

City of Columbus

BY: _____
James Bulkley, Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

- C. Resolution No. R20-132 approving Change Order No. 1 with Landscapes Unlimited, LLC in the amount of \$32,823.28 to provide for additional irrigation system repairs as part of the Quail Run Golf Course flood damage repairs.

RESOLUTION NO R20- 132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH LANDSCAPES UNLIMITED, LLC IN THE AMOUNT OF \$32,823.28 TO PROVIDE FOR ADDITIONAL IRRIGATION SYSTEM REPAIRS AS PART OF THE QUAIL RUN GOLF COURSE FLOOD DAMAGE REPAIRS.

WHEREAS, a contract was awarded to Landscapes Unlimited, LLC for construction of the Underground Irrigation System Repair Project by Resolution No. R20-67; and

WHEREAS, city staff and a representative of Landscapes Unlimited, LLC has subsequently met to discuss modifications to the plans; and

WHEREAS, Landscapes Unlimited, LLC has concurred on the proposed modification and associated cost as identified in Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Change Order No. 1 with Landscapes Unlimited, LLC in the amount of \$32,823.28 is approved and the mayor is authorized to sign on behalf of the City of Columbus.

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: December 2, 2020
FROM : Richard Bogus, P.E. City Engineer
TO: Tara Vasicek, City Administrator
RE: Irrigation System Repair, Quail Run Golf Course Flood Damage Repair – Change Order No. 1

RECOMMENDATION:

I recommend approval of Change Order No. 1 in the amount of \$32,823.28 for Irrigation System Repairs for Quail Run Golf Course Flood Damage Repair.

DISCUSSION:

Change Order No. 1 is for field located additional damage and final quantity adjustments.

If you have any questions or require additional information, please feel free to contact Doug Moore, Public Property Director, or me.


FISCAL IMPACT:

Changes approved by FEMA and part of the project. Total contract cost increase from \$311,940.95 to \$344,764.23. The change order amount is part of CIP 20-111 in the amount of \$1,700,000. The initial contract amount was paid in the last fiscal year.

ALTERNATIVE:


Do not approve. Work and services have been done.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____

Change Order

PROJECT (Name and address): Quail Run Golf Course 327 S 5th Street Columbus, NE 68601	CHANGE ORDER NUMBER: 1	DATE: October 23, 2020	OWNER: ()
TO CONTRACTOR (Name and address): Landscapes Unlimited, LLC 1201 Aries Drive Lincoln, NE 68512	PROJECT NO.: 2006	CONTRACT DATE: July 6, 2020	ARCHITECT: ()
	CONTRACT FOR: Irrigation System Repairs		CONTRACTOR: ()
			FIELD: ()
			OTHER: ()

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Additions

Description	Quantity	Unit	Unit Price	Total Cost
1 4" Gate Valve Replacement	1	EA	\$1,608.78	\$1,608.78
2 8" Gate Valve Replacement	2	EA	\$2,843.67	\$5,687.34
3 2.5" Gate Valve Replacement	2	EA	\$1,456.57	\$2,913.14
4 2" Gate Valve Replacement	1	EA	\$1,443.61	\$1,443.61
5 Series 55 Head & Swing Joint Replacement	1	EA	\$565.43	\$565.43
6 Series 55 Foot Valve	2	EA	\$199.18	\$398.36
7 Selenoid Replacement	20	EA	\$93.07	\$1,861.40
8 35 Series Head Replacement	1	EA	\$377.69	\$377.69
9 CO 1 Adjustments -Delete 55 Series	(1)	EA	\$199.18	(\$199.18)
10 CO 1 Adjustments - Add Pilot Valve	1	EA	\$155.46	\$155.46
11 Pilot Valve Replacement	16	EA	\$155.46	\$2,487.36
12 55 Series Foot Valve	9	EA	\$199.18	\$1,792.62
13 Selenoid Replacement	33	EA	\$93.07	\$3,071.31
14 Longer Swing Joint	8	EA	\$148.24	\$1,185.92
15 55 Head and Swing Joint	2	EA	\$565.43	\$1,130.86
16 35 Series Head Replacement	2	EA	\$377.69	\$755.38
17 Antenna Board Replacement	1	EA	\$311.25	\$311.25
18 8 Station Output Card Replacement	3	EA	\$409.34	\$1,228.02
19 Power Distribution Board	2	EA	\$593.26	\$1,186.52
20 35 Head and Swing Joint	2	EA	\$512.38	\$1,024.76
21 Quick Coupler Replacement	3	EA	\$142.25	\$426.75
22 Common and Signal Wire Replacement	1	EA	\$233.42	\$233.42
23 55 Series Head Replacement	2	EA	\$430.74	\$861.48
24 35 Series Foot Valve	14	EA	\$165.40	\$2,315.60

Total Change Order

\$32,823.28

The original Contract Sum was	\$ 311,940.95
The net change by previously authorized Change Orders	0
The Contract Sum prior to this Change Order was	\$311,940.95
The Contract Sum will be increased by this Change Order in the amount of	\$32,823.28
The new Contract Sum including this Change Order will be	\$344,764.23

The Contract Time will be increased by **Zero (0)** days.

The date of Substantial Completion as of the date of this Change Order therefore is **unchanged**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	Landscapes Unlimited, LLC	City of Columbus
ADDRESS	CONTRACTOR (Firm name) 1201 Aries Drive Lincoln, NE 68512	OWNER (Firm name) 2414 14th Street Columbus, NE 68602
BY (Signature)	ADDRESS Ty Arndt	ADDRESS
(Typed Name)	BY (Signature) <i>Ty Arndt</i>	BY (Signature)
DATE	(Typed Name) 11/30/20	(Typed Name)
	DATE	DATE

QUAIL RUN GOLF COURSE
TRACKING SHEET FOR IRRIGATION CHANGE IN SCOPE - ALL CHANGES
 Date: 9/4/21

Area / Hole # / Head Identifier	Date of Work Complete	Noted in Daily Log (Y/N)	Picture or Video (Y/N)	Damaged Component Material/Model/Capacity	Quant	Estimated Cost / Unit	Total Estimated Cost	Coordinates (Latitude & Longitude)		Damage Dimensions (L x W x D / L x Dia) Electrical/Mechanical/Etc	Method of Repair Notes & Comments (will there be any change in pre-disaster design, size capacity or material type? What work has been completed vs what work remains to be done?)
								Start	End		
Hole tee 12 north east	10/02/20	Y		Gate Valve Install 4"	1	\$1,608.78	\$1,608.78	41.406656, -97.333533	NA	NA	Will not open or close. Flood water entered reachwell & caused corrosion & rust that has prevented the valve from opening or closing.
Hole 12 tee south east	10/03/20	Y		Gate Valve Install 8"	1	\$2,843.66	\$2,843.66	41.406513, -97.3336	NA	NA	Will not open or close. Flood water entered reachwell & caused corrosion & rust that has prevented the valve from opening or closing.
Hole 16 fairway north east	Not Yet	Y		Gate Valve Install 8"	1	\$2,843.66	\$2,843.66	41.406454, -97.331784	NA	NA	Will not open or close. Flood water entered reachwell & caused corrosion & rust that has prevented the valve from opening or closing.
Hole 6 green north east	09/03/20	Y	Y	Gate Valve Install 2.5"	1	\$1,456.57	\$1,456.57	41.402749, -97.332352	NA	NA	The operating nut spins freely and hence the valve won't open or close. Flood water entered reachwell & caused corrosion & rust that siezed up the valve stem and then it broke when the valve was used again after the flood.
Hole 17 Tee South	09/03/20	Y	Y	Gate Valve Install 2"	1	\$1,443.61	\$1,443.61	41.402887, -97.332588	NA	NA	The operating nut spins freely and hence the valve won't open or close. Flood water entered reachwell & caused corrosion & rust that siezed up the valve stem and then it broke when the valve was used again after the flood.
Hole 7 green south west	10/02/20	Y		Gate Valve Install 2.5"	1	\$1,456.57	\$1,456.57	41.406769, -97.330642	NA	NA	The operating nut spins freely and hence the valve won't open or close. Flood water entered reachwell & caused corrosion & rust that siezed up the valve stem and then it broke when the valve was used again after the flood.
Hole 7 (13-35)	08/27/20	Y	Y	Damaged 55 Head and Swing Joint	1	\$565.43	\$565.43	41.40409362, -97.33120426	NA	NA	Head and swing joint were broken during the debris removal because the head was covered up with silt/sand from the flood and had to be replaced.
Hole 7 (13-32)	08/27/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	41.40453047, -97.33059512	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 7 (13-32)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40453047, -97.33059512	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-01)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40421893, -97.3315811	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-02)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.4044432, -97.33139631	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-03)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.4045161, -97.33137866	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-04)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40485413, -97.33118805	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-19)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40472892, -97.33147701	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-05)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40506639, -97.33110298	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-06)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40530529, -97.33106962	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-07)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40537867, -97.33107367	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-17)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40505151, -97.33141304	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-08)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40578443, -97.331041	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-09)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40593197, -97.33099254	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-10)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.405940, -97.331040	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (12-11)	08/26/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.406262, -97.330978	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 3 (03-16F)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40740791, -97.33466252	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 3 (04-26)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.4074461, -97.33610366	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.

Hole 3 (04-24)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.4075568, -97.33669396	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 3 (04-23)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.407652, -97.336911	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 3 (05-09)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40803427, -97.33804601	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 3 (05-09)	08/27/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	41.40803427, -97.33804601	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 3 (05-11)	08/27/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.40797891, -97.33767789	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 15 (09-12L)	08/28/20	Y	Y	Head replacement (35 series)	1	\$377.69	\$377.69	41.40439078, -97.33308985	NA	NA	Head was broken during the debris removal because the head was covered up with silt/sand from the flood and was run over by the equipment and had to be replaced.
Satellite 13	10/14/20	Y		Antenna board replace	1	\$311.25	\$311.25	41,24',11.31"N, 97,19',54.70"	NA	NA	Antenna board was damaged from the flood waters
Satellite 13	10/14/20	Y		8 station output card	2	\$409.34	\$818.68	41,24',11.31"N, 97,19',54.70"	NA	NA	A couple of the 8 station output cards were damaged from the flood waters
Satellite 13	10/14/20	Y		Power distribution board	1	\$593.26	\$593.26	N41,24' 11.31", W97,19' 54.70"	NA	NA	The power distribution board was damaged from the flood waters
Hole 7 (14-02)	10/16/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 18.464", W97,19' 49.330"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 7 (14-02)	10/16/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 18.464", W97,19' 49.330"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 17 (13-16B)	10/19/20	Y	Y	Damaged 35 head and SJ	1	\$512.38	\$512.38	N41,24' 13.294", W97,19' 55.420"	NA	NA	Head and swing joint were broken during the debris removal because the head was covered up with silt/sand from the flood and had to be replaced.
Hole 15 (09-11B)	10/20/20	Y	Y	Foot Valve Replacement on 35 series heads (Teas)	1	\$165.40	\$165.40	N41,24' 14.901", W97,19' 59.647"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 15 (09-11B)	10/20/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 14.901", W97,19' 59.647"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 15 (09-11B)	10/20/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 14.901", W97,19' 59.647"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 15 (09-11BQC)	10/20/20	Y	Y	Quick coupler	1	\$142.25	\$142.25	N41,24' 14.901", W97,19' 59.647"	NA	NA	Quick coupler was rusted shut from flood water and debris
Hole 5 (06-03B)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.206", W97,20' 16.757"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-03F)	10/07/20	Y	Y	Head replacement (55 series)	1	\$430.74	\$430.74	N41,24' 22.225", W97,20' 15.825"	NA	NA	Head was broken during the debris removal because the head was covered up with silt/sand from the flood and was run over by the equipment and had to be replaced.
Hole 5 (06-06F)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Teas)	1	\$165.40	\$165.40	N41,24' 21.521", W97,20' 24.671"	NA	NA	migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-06F)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.521", W97,20' 24.671"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-07B)	09/28/20	Y		Solenoid Replacement	1	\$93.07	\$93.07		NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-07F)	10/07/20	Y	Y	Head replacement series 35	1	\$377.69	\$377.69	N41, 24' 22.034", W97,20' 24.935"	NA	NA	Head was broken during the debris removal because the head was covered up with silt/sand from the flood and was run over by the equipment and had to be replaced.
Hole 5 (06-08B)	10/07/20	Y	Y	Head replacement series 35	1	\$377.69	\$377.69	N41,24.515", W97, 20' 24.123	NA	NA	Head was broken during the debris removal because the head was covered up with silt/sand from the flood and was run over by the equipment and had to be replaced.
Hole 5 (06-08F)	10/07/20	Y		Solenoid Replacement	1	\$93.07	\$93.07		NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-09B)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.133 ', W97,20' 24.425 '	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-09F)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.156", W97,20' 23.208"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-10)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41, 24' 21.266", W97, 20' 23.244"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-10)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Teas)	1	\$165.40	\$165.40	N41, 24' 21.266", W97, 20' 23.244"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-10)	10/07/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	N41, 24' 21.266", W97, 20' 23.244"	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 5 (06-11B)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Teas)	1	\$165.40	\$165.40	N41,24' 21.842", W97,20' 23.024"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.

Hole 5 (06-11B)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.842", W97,20' 23.024"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-11F)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.684", W97,20' 22.153"	NA	NA	Solenoid is corroded and burnt up due to flood material (sand & silt) in the system.
Hole 5 (06-11F)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.684", W97,20' 22.153"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-11F)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 21.684", W97,20' 22.153"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-12QC)	10/07/20	Y	Y	Quick coupler	1	\$142.25	\$142.25	N41,24' 22.224", W97,20' 22.198"	NA	NA	Quick coupler was rusted shut from flood water and debris
Hole 5 (06-12F)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.216", W97,20' 20.711"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-13B)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.662", W97,20' 21.665"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-13B)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 21.662", W97,20' 21.665"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-13B)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.662", W97,20' 21.665"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-13F)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.717", W97,20' 20.682"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-13F)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 21.717", W97,20' 20.682"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-13F)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.717", W97,20' 20.682"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-14B)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 22.411", W97,20' 19.194"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-14B)	10/07/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 22.411", W97,20' 19.194"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-14B)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.411", W97,20' 19.194"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-14F)	10/07/20	Y		Pilot Valve Replacement	1	\$155.46	\$155.46		NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-14F)	10/07/20	Y		Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40		NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-14F)	10/07/20	Y		Solenoid Replacement	1	\$93.07	\$93.07		NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-15)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.700", W97,20' 20.139"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-15)	10/07/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 21.700", W97,20' 20.139"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-15)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.700", W97,20' 20.139"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-33)	10/07/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 22.224", W97,20' 17.792"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-33)	10/07/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 22.224", W97,20' 17.792"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-33)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.224", W97,20' 17.792"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-19)	10/07/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 21.696", W97,20' 18.670"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.

Hole 5 (06-19)	10/07/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41, 24' 21.696", W97, 20' 18.670"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-32)	10/07/20	Y		Solenoid Replacement	1	\$93.07	\$93.07		NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-31)	10/07/20	Y		Head replacement (55 series)	1	\$430.74	\$430.74		NA	NA	Head was broken during the debris removal because the head was covered up with silt/sand from the flood and was run over by the equipment and had to be replaced.
Hole 5 (06-30)	09/28/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	41.406161, -97.337505	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-30)	09/28/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	41.406161, -97.337505	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-29)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.943", W97,20' 11.551"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-29)	10/14/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.943", W97,20' 11.551"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-28)	09/28/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.656", W97,20' 10.367"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (06-28)	09/28/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 21.656", W97,20' 10.367"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (06-28)	09/28/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.656", W97,20' 10.367"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 5 (07-17)	10/16/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 22.168", W97,20' 11.729"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 5 (07-17)	10/16/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	N41,24' 22.168", W97,20' 11.729"	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 5 (07-17)	10/16/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 22.168", W97,20' 11.729"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-20B)	09/29/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.406731, -97.337301	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-20B)	09/29/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	41.406731, -97.337301	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 13 (05-20B)	09/29/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	41.406731, -97.337301	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-20F)	10/14/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 25.240", W97, 20' 15.662"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-20F)	10/14/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 25.240", W97, 20' 15.662"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Hole 13 (05-20F)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 25.240", W97, 20' 15.662"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-22F)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 23.680", W97,20' 13.876"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-22F)	10/14/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41,24' 23.680", W97,20' 13.876"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-23L)	09/29/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	N41, 24' 24.694", W97,20' 14.187"	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 13 (05-23L)	09/29/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41, 24' 24.694", W97,20' 14.187"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-23L)	09/29/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	N41, 24' 24.694", W97,20' 14.187"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-23R)	10/14/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	41.406826, -97.336979	NA	NA	Replace swing joint that was damaged during the debris removal process.

Hole 13 (05-23R)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.406826, -97.336979	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-23R)	10/14/20	Y	Y	Foot Valve Replacement on 35 series heads (Tees)	1	\$165.40	\$165.40	41.406826, -97.336979	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-31)	09/29/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	41.406696, -97.336752	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 13 (05-31)	09/29/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.406696, -97.336752	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (05-31)	09/29/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	41.406696, -97.336752	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (07-02QC)	09/29/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	41.406476, -97.336368	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 13 (07-02QC)	09/29/20	Y	Y	Quick coupler	1	\$142.25	\$142.25	41.406476, -97.336368	NA	NA	Quick coupler was rusted shut from flood water and debris
Hole 13 (07-18)	10/14/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 21.720", W97,20' 6.237"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (07-18)	10/14/20	Y	Y	Pilot Valve Replacement	1	\$155.46	\$155.46	N41,24' 21.720", W97,20' 6.237"	NA	NA	Pilot valve damaged from the flood water debris that migrated into the irrigation system from washed away & broken pipes.
Satellite 7	10/14/20	Y	Y	8 station output card	1	\$409.34	\$409.34		NA	NA	An 8 station output card was damaged from the flood waters
Satellite 7	10/14/20	Y	Y	Power distribution board	1	\$593.26	\$593.26		NA	NA	The power distribution board was damaged from the flood waters
Hole 13 (07-24)	09/29/20	Y	Y	Replace swing joint	1	\$148.24	\$148.24	41.406651, -97.336162	NA	NA	Replace swing joint that was damaged during the debris removal process.
Hole 13 (07-24)	09/29/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	41.406651, -97.336162	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (07-24)	09/29/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	41.406651, -97.336162	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (08-25)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.272", W97,20' 6.487"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (08-34)	10/14/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41,24' 21.482", W97,20' 5.933"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 13 (08-34)	10/14/20	Y	Y	Foot Valve Replacement on 55 series heads (Greens & Fwys)	1	\$199.18	\$199.18	N41,24' 21.482", W97,20' 5.933"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 12 (04-16)	10/09/20	Y	Y	Damaged 55 Head and Swing Joint	1	\$565.43	\$565.43	N41,24' 25.240", W97,20' 10.496"	NA	NA	Head and swing joint were broken during the debris removal because the head was covered up with silt/sand from the flood and had to be replaced.
Hole 12 (04-21)	10/14/20	Y	Y	Damaged 35 head and SJ	1	\$512.38	\$512.38	N41,24' 23.796", W97,20' 5.066"	NA	NA	Head and swing joint were broken during the debris removal because the head was covered up with silt/sand from the flood and had to be replaced.
Hole 12 (05-24)	10/09/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07	N41, 26.163", W97,20 12.213"	NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
Hole 12 (05-33)	10/09/20	Y	Y	Damaged 55 Head and Swing Joint	1	\$565.43	\$565.43	N41,24' 25.468", W97,20' 12.530"	NA	NA	Head and swing joint were broken during the debris removal because the head was covered up with silt/sand from the flood and had to be replaced.
Hole 14 (08-22)	10/08/20	Y	Y	Common & signal wire replac	1	\$233.42	\$233.42		NA	NA	Some common and signal wire had to be replaced because of flood damage.
Hole 14 (08-22)	10/08/20	Y	Y	Solenoid Replacement	1	\$93.07	\$93.07		NA	NA	Attempted to clean the foot valve, but the silt/sand from the flood that migrated into the head damaged it beyond repair and so it had to be replaced.
TOTAL					128		\$32,823.27				

Link to Picture/Video File: <https://landscapesunlimited.egnyte.com/f/00WDFhUycs>

NOTES

1. Note all changes to the original scope in the daily log.



**LANDSCAPES
UNLIMITED, LLC**

1201 Aries Drive
Lincoln, NE 68512

**DAILY TIME AND MATERIAL
WORK REPORT**

No. 100TA

CUSTOMER: City of Columbus, NE

JOB NO: 2006

DATE: 9/18/2020

LOCATION: Quail Run Golf Course

CONTRACT EXTRA NO:

MATERIAL					LABOR			
Quant	Description	Unit Price	Per	Total	Labor Type	Hours	Rate	Total
					LU Skilled Labor	8	\$ 56.00	\$ 448.00
					LU Skilled Labor	8	\$ 56.00	\$ 448.00
					Foreman w/	8	\$ 95.00	\$ 760.00
				\$ -				\$ -
	Tax on Materials	0.00%		\$ -				\$ -
	Overhead & Profit @	15.00%		\$ -				\$ -
TOTAL MATERIAL:					\$ -			
					TOTAL LABOR: \$ 1,656.00			

SUBCONTRACTOR					EQUIPMENT			
Quant	Work Type	Unit Price	Per	Total	Description	Hr	Rate	Total
				\$ -	Utility Cart	8	\$ 34.00	\$ 272.00
				\$ -	JD 35G Mini-	8	\$ 75.00	\$ 600.00
				\$ -	Case 860	8	\$ 139.00	\$ 1,112.00
				\$ -	Jumping jack	8	\$ 25.00	\$ 200.00
				\$ -				\$ -
	Overhead & Profit @	15.00%		\$ -				\$ -
TOTAL SUBCONTRACTOR:					\$ -			
					TOTAL EQUIPMENT: \$ 2,184.00			

DESCRIPTION OF WORK: **TOTAL: \$ 3,840.00**

Additional costs associated with all of the trash we encountered on hole 4 while we installing the new irrigation system.

CUSTOMER ACKNOWLEDGMENT: The undersigned agrees that this work was ordered by him or his agent and that the materials, labor and other items were expended as represented above.

Signature: _____
LANDSCAPES UNLIMITED, LLC

Date: _____

Signature: _____

Date: _____



**LANDSCAPES
UNLIMITED, LLC**

1201 Aries Drive
Lincoln, NE 68512

**DAILY TIME AND MATERIAL
WORK REPORT**

No. 100TA

CUSTOMER: City of Columbus, NE

JOB NO: 2006

DATE: 9/18/2020

LOCATION: Quail Run Golf Course

CONTRACT EXTRA NO:

MATERIAL					LABOR			
Quant	Description	Unit Price	Per	Total	Labor Type	Hours	Rate	Total
					LU Skilled Labor	8	\$ 56.00	\$ 448.00
					LU Skilled Labor	8	\$ 56.00	\$ 448.00
					Foreman w/	8	\$ 95.00	\$ 760.00
				\$ -				\$ -
	Tax on Materials	0.00%		\$ -				\$ -
	Overhead & Profit @	15.00%		\$ -				\$ -
TOTAL MATERIAL:					\$ -			
					TOTAL LABOR:			
					\$ 1,656.00			

SUBCONTRACTOR					EQUIPMENT			
Quant	Work Type	Unit Price	Per	Total	Description	Hr	Rate	Total
				\$ -	Utility Cart	8	\$ 34.00	\$ 272.00
				\$ -	JD 35G Mini-	8	\$ 75.00	\$ 600.00
				\$ -	Case 860	8	\$ 139.00	\$ 1,112.00
				\$ -	Jumping jack	8	\$ 25.00	\$ 200.00
				\$ -				\$ -
	Overhead & Profit @	15.00%		\$ -				\$ -
TOTAL SUBCONTRACTOR:					\$ -			
					TOTAL EQUIPMENT:			
					\$ 2,184.00			

DESCRIPTION OF WORK: **TOTAL: \$ 3,840.00**

Additional costs associated with all of the trash we encountered on hole 4 while we installing the new irrigation system.

CUSTOMER ACKNOWLEDGMENT: The undersigned agrees that this work was ordered by him or his agent and that the materials, labor and other items were expended as represented above.

Signature: _____
LANDSCAPES UNLIMITED, LLC

Date: _____

Signature: _____

Date: _____

D. Resolution No. R20-133 authorizing payment of various improvement projects.

RESOLUTION NO. R20- 133

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. - SENIOR CENTER/FIRE STATION DEMO \$76,220.23; GEHRING CONSTRUCTION & READY MIX CO., INC. - 15 STREET RECONSTRUCTION FROM 27 AVE. TO 33 AVE. \$283,731.64; LANDSCAPES UNLIMITED, LLC - QUAIL RUN GOLF COURSE PAY APP 3 \$32,823.28; LANDSCAPES UNLIMITED, LLC - QUAIL RUN GOLF COURSE PAY APP 4 \$15,597.05; OBRIST & CO., INC. - SEWER EXTENSION DISTRICT NO. 47, WATER EXTENSION DISTRICT NO. 64 \$177,059.11.

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:

Bierman Contracting, Inc.	Senior Center/Fire Station Demo	\$ 76,220.23
Gehring Construction & Ready Mix Co., Inc.	15 Street Reconstruction from 27 Ave. to 33 Ave.	\$283,731.64
Landscapes Unlimited, LLC	Quail Run Golf Course Pay App 3	\$ 32,823.28
Landscapes Unlimited, LLC	Quail Run Golf Course Pay App 4	\$ 15,597.05
Obrist & Co., Inc.	Sewer Extension District No. 47 Water Extension District No. 64	\$177,059.11

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 _____, 2020.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY CLERK

CITY ATTORNEY



Contractor's Application and Certificate of Payment

COPY

Contractor's Application for Payment No: 2 - Final		
Application Period:	From: 9/12/2020	To: 11/25/2020
To: City of Columbus (Owner)	From (Contractor): Bierman Contracting, Inc.	Contractor's Project No.: 20-019
Project Name: Senior Center / Fire Station Demolition	Via (Consulting Engineer / Architect):	
Fiscal Year Budget Number: 100-100-57200-20002		

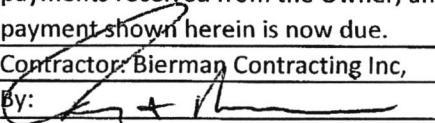
Application For Payment

Field Order and Change Order Summary

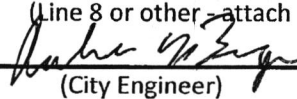
Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO#1	\$ 3,940.00	
TOTALS	\$ 3,940.00	\$ -
NET CHANGE	\$ 3,940.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 225,100.00
2. Net change by Field Order and Change Orders.....	\$ 3,940.00
3. Current Contract Price (Line 1 ± 2).....	\$ 229,040.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 229,040.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 229,040.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 152,819.77
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 76,220.23
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	-

(To double check Line 9 Take Column 1 + Line 5 should = Line 9 calculations)

Contractor's Certification	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
Contractor: Bierman Contracting Inc,	
By: 	Date: 11/29/2020
Printed/Typed Name: Troy Hiemer	

Payment of:	_____	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	_____	_____
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$ 76,220.23	

	(Line 8 or other - attach explanation of the other amount)	
is approved by:		11/30/20
	(City Engineer)	(Date)
Approved by:	_____	_____
	Funding Agency (if applicable)	(Date)



Contractor's Application and Certificate of Payment

COPY

Contractor's Application for Payment No: 4		
Application Period: From: 9/14/2020		To: 11/24/2020
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Contractor's Project No.:
Project Name: 15th Street Reconstruction from 27th Ave. to 33rd Ave.		Via (Consulting Engineer / Architect):
Fiscal Year Budget Number: Grant: 16-CD-101 / CIP 20-67		

Application For Payment

Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 1,283,544.25
2. Net change by Field Order and Change Orders.....	\$ -
3. Current Contract Price (Line 1 ± 2).....	\$ 1,283,544.25
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 1,337,391.75
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 64,177.21
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 1,273,214.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 989,482.90
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 283,731.64
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	-

(To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)

Contractor's Certification	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
Contractor: <i>Gehring Construction & Ready Mix</i>	
By: <i>Stephen Anderson</i>	Date: <i>11-23-20</i>
Printed/Typed Name: <i>Stephen Anderson</i>	

Payment of:	\$ 283,731.64
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____
	(Consulting Engineer/Architect) _____ (Date)
Payment of:	\$ 283,731.64
	(Line 8 or other - attach explanation of the other amount)
is approved by:	<i>Mahe W. Buz</i> _____ <i>11/23/20</i>
	(City Engineer) _____ (Date)
Approved by:	_____
	Funding Agency (if applicable) _____ (Date)

200-200-57300-20067

COPY

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

APPLICATION AND CERTIFICATION FOR PAYMENT

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

APPLICATION NO: 3
 APPLICATION DATE: 11/09/20
 PERIOD TO: 10/31/20
 PAYMENT DUE: 11/29/20

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

Payment by Wire Transfer
 PROJECT NO: 2006

CONTRACT FOR: Irrigation System Repairs

CONTRACT DATE: July 6, 2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

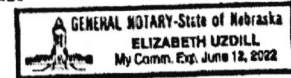
1. ORIGINAL CONTRACT SUM	\$ \$	311,940.95
2. Net change by Change Orders	\$ \$	32,823.28
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ \$	344,764.23
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$	344,764.23
5. RETAINAGE: 10% Retainage Up to 50% Completion		
a. 10 % of Completed Work	\$	\$ 15,597.05
(Column D + E on G703)		
b. 10 % of Stored Material	\$	\$ -
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ \$	15,597.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ \$	329,167.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ \$	296,343.90
8. CURRENT PAYMENT DUE	\$ \$	32,823.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ \$	15,597.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	
Change Order 1	\$32,823.28	
	\$0.00	
	\$0.00	
	\$0.00	
TOTALS	\$32,823.28	\$0.00
NET CHANGES by Change Order	\$32,823.28	

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

CONTRACTOR: LANDSCAPES UNLIMITED, LLC
 By: [Signature] Date: November 9, 2020

State of: Nebraska County of: Lancaster
 Subscribed and sworn to before me this 9th day of November, 2020



My Commission Expires: June 12, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Engineer'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 \$ 32,823.28

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

Engineer: [Signature] Date: November 20, 2020

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

[Signature] 12/11/20

100-156-57200-2011

COPY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

TO OWNER: City of Columbus
2414 14th Street
Columbus, NE 68602
Richard J. Bogus
(402) 562-4220

PROJECT: Quail Run Golf Course
327 S 5th Street
Columbus, NE 68601

APPLICATION NO: 4
APPLICATION DATE: 11/12/20
PERIOD TO: 11/01/20
PAYMENT DUE: 12/02/20

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Landscapes Unlimited, LLC
1201 Aries Drive
Lincoln, NE 68512

VIA ARCHITECT: N/A

Payment by Wire Transfer
PROJECT NO: 2006

CONTRACT FOR: Irrigation System Repairs

CONTRACT DATE: July 6, 2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ \$	311,940.95
2. Net change by Change Orders	\$ \$	32,823.28
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ \$	344,764.23
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$	344,764.23
5. RETAINAGE: 10% Retainage Up to 50% Completion		
a. 10 % of Completed Work	\$	\$ 15,597.05
(Column D + E on G703)		
b. 10 % of Stored Material	\$	\$ -
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$ \$	15,597.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ \$	329,167.18
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ \$	342,791.40
8. CURRENT PAYMENT DUE	\$ \$	15,597.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ \$	-

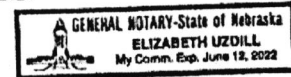
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,823.28	\$0.00
Total approved this Month	\$0.00	
	\$0.00	
	\$0.00	
TOTALS	\$32,823.28	\$0.00
NET CHANGES by Change Order	\$32,823.28	

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

CONTRACTOR: LANDSCAPES UNLIMITED, LLC
By: [Signature] Date: November 12, 2020

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 12th day of November, 2020

[Signature]



My Commission Expires: June 12, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Engineer'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 \$ 15,597.05

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

Engineer: [Signature] Date: November 20, 2020

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

[Signature] 12/1/20

100-156-57200-20111

COPY



Contractor's Application for Payment No. 2

Application Period: 9/12/20-11-23-20	Application Date: 11/23/2020
To (Owner): City of Columbus	From (Contractor): Obrist & Co., Inc.
Project: Sewer Extension District No. 47, Water Extension District No. 64, Columbus, Nebraska - 2019	Contract: John Obrist
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No: 211.849

Application For Payment Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 464,886.50
2. Net change by Change Orders.....	\$
3. Current Contract Price (Line 1 ± 2).....	\$ 464,886.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 356,376.50
5. RETAINAGE:	
a. 10% X \$356,376.50 Work Completed.....	\$ 35,637.65
b. X Stored Material.....	\$
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 35,637.65
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 320,738.85
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 143,679.74
8. AMOUNT DUE THIS APPLICATION.....	\$ 177,059.11
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 144,147.65

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: John L. Obrist Date: 11.23.20

Payment of: \$ 177,059.11
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 11/24/2020
(Engineer) (Date)

Payment of: \$ 177,059.11
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 11/30/20
(Owner) (Date)

Approved by: _____ (Date)

Funding or Financing Entity (if applicable) (Date)

SED 500-500-57300-20090-127,097.11
WED 520-520-57300-20101-44,962.00

- E. Resolution No. R20-134 approving agreement with Landscapes Unlimited, LLC in an amount not to exceed \$1,378,345.67 for flood damage repairs at Quail Run Golf Course.

RESOLUTION NO. R20-134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH LANDSCAPES UNLIMITED, LLC IN AN AMOUNT NOT TO EXCEED \$1,378,345.67 FOR GOLF COURSE REPAIRS AS PART OF THE QUAIL RUN GOLF COURSE FLOOD DAMAGE REPAIRS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Landscapes Unlimited, LLC was selected by the city as the design-build contractor to work on the flood damage repairs at Quail Run Golf Course; and

WHEREAS, FEMA has approved proceeding with repairs to the golf course at Quail Run; and

WHEREAS, FEMA has previously approved and an agreement with Landscapes Unlimited, LLC for repairs of the irrigation system as approved in Resolution No. R20-67; and

WHEREAS, the parties intend to incorporate these agreements into the overall design-build agreement for flood damage repairs at Quail Run Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the agreement with Landscapes Unlimited, LLC in an amount not to exceed \$1,378,345.67 for golf course repairs as part of the Quail Run Golf Course flood damage repairs, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: December 2, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Golf Course Repairs at Quail Run Golf Course Agreement between Owner and Design-Builder

RECOMMENDATION:

I recommend approval of the Agreement between Owner and Design-Builder for Golf Course Repairs at Quail Run Golf Course to Landscapes Unlimited, LLC in the amount of \$1,378,345.67.

DISCUSSION:

The Agreement for golf course repairs has been approved by the Federal Emergency Management Agency (FEMA) to proceed with construction. Design-Build project approval in Resolution 19-137 in which Landscapes Unlimited, LLC was selected.

FISCAL IMPACT:

Not to exceed amount of \$1,378,345.67 of which 75% will be FEMA reimbursed. Part of CIP 20-111 in the amount of \$1,700,000.

ALTERNATIVE:

Do not approve; however, FEMA funding will most likely not be obtained.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM

Document No. 525

Second Edition, 2010

© Design-Build Institute of America

Washington, DC



Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 30th day of November in the year of 2020, by and between the following parties, for services in connection with the Project identified below.

OWNER:

(Name and address)

City of Columbus
2414 14th Street
Columbus, NE 68602

DESIGN-BUILDER:

(Name and address)

Landscapes Unlimited, LLC
1201 Aries Drive
Lincoln, NE 68512

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Quail Run Golf Course
327 South 5th Street
Columbus, NE 68601

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as amended ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and Project Program, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including the following exhibits:

Exhibit 1:	Other Terms and Conditions
Exhibit 2:	Design-Builder's Proposal and Project Program
Exhibit 3:	Time and Equipment Rates
Exhibit 4:	Insurance Exhibit
Exhibit 5:	Owner's Project Criteria
Exhibit 6:	Project Schedule (to be attached within fourteen (14) days following execution of this Agreement);

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are

discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum in an amount to be negotiated by Owner and Design-Builder as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the Work shall be achieved no later than the dates established in the Project Schedule required by Section 2.1.3, as that date may be adjusted in accordance with the Contract Documents ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

Golf Course Construction Work complete by 8/1/2021
Golf Course Maturation Work complete by 10/3/2021

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by NA

(NA) days after the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner NA Dollars (\$ NA) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.6 Early Completion Bonus. If Substantial Completion is attained on or before (NA) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of (NA) Dollars (\$ NA) for each day that Substantial Completion is attained earlier than the Bonus Date. *(If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly)*

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of One Million Three Hundred Seventy Eight Thousand Three Hundred Forty Five Dollars and Sixty Seven Cents (\$ 1,378,345.67)

("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Notwithstanding anything to the contrary in this Agreement, the General Conditions of Contract or the other Contract Documents, the Contract Price set forth herein does not include the design phase of the Project or any irrigation work, all of which was completed under separate contracts between Design-Builder and Owner.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Fifteen percent (15%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit NA hereto.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only]

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) Fifteen percent (15%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth at Exhibit NA hereto applied to the direct costs of the net reduction.

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Exhibit 2 attached hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item, plus general conditions costs, overhead and fee.

6.3.5 Whenever the amounts in Section 6.3.4 for an Allowance Item are more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between amounts in Section 6.3.4 incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the Twenty Fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Each Applications for Payment will be based on the schedule of values set forth in Design-Builder's Proposal and Project Program attached as Exhibit 2, and the Work will be billed on the basis of units installed and/or percentage complete.

7.1.2 Owner shall make payment within forty-five (45) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain Ten percent (10%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall

release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of One and a Half percent (1.5%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Doug Moore
Public Property Director
2424 14th Street PO Box 1677
Columbus, NE 68602
Work (402) 562-4240
Cell (402) 910-4208

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Keith Kline
Golf Course Superintendent
327 South 5th Street
Columbus, NE 68601
Work (402) 562-4274

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Ty Arndt
Regional Manager
1201 Aries Drive
Lincoln, NE 68512
Office (402) 423-6653
Cell (402) 416-6935

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Project Superintendent (TBD)

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

See Exhibit 1

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date: _____

DESIGN-BUILDER:

LANDSCAPES UNLIMITED, LLC.

(Name of Design-Builder)

Roy Wilson

(Signature)

Roy Wilson

(Printed Name)

Assistant Manager

(Title)

Date: 12/11/2020

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.



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

Document No. 535

Second Edition, 2010

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Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition, as amended) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition, as amended).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, as amended, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*, as amended, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition, as amended).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, as amended, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, as amended.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether

discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price*, as amended; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for execution of the design phase of the Work for Owner's review and response. Design-Builder shall also submit a schedule for the construction phase of the Work as part of the GMP Proposal. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve

the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. Design-Builder shall provide reasonable assistance to Owner in obtaining such permits, approvals and licenses.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will promptly report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Exclusive Warranty.

2.9.1 For a period of one (1) year from the date of Substantial Completion of the Work or

designated portion thereof, Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. The remedy for defective Work shall be as set forth in Section 2.10. In the event of any conflict between this exclusive warranty and any other provision of the Contract Documents or applicable law, the terms of this exclusive warranty shall control; provided, however, that nothing in this exclusive warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion. Design-Builder's warranty obligation excludes defects caused by normal wear and tear, abuse, alterations, or failure to maintain the Work.

2.10 Correction of Defective Work.

2.10.1 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to not be in accordance with the Contract Documents, Design-Builder shall correct it promptly after receipt of written notice from Owner to do so unless Owner has previously given Design-Builder written acceptance of such condition. Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if Owner fails to notify Design-Builder and give Design-Builder an opportunity to inspect and make the correction, Owner waives the rights to require correction by Design-Builder and to make a claim for breach of warranty or any other construction defect claim.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, as-builts and record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information within seven (7) days of Design-Builder's request, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents and recover for all costs associated with such suspension.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to waive rights which Design-Builder has under the Contract Documents or at law or to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design Builder shall obtain all necessary permits, approvals and licenses required for the Work. Owner shall reimburse Design Builder for all costs incurred related to obtaining all necessary permits, approvals and licenses which would include, but not limited to, government charges and

inspection fees.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-

Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Within ten (10) days following completion of the design phase of the Work, Design-Builder

shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's applications for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its applications for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon Design-Builder's receipt of payment.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the

Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall execute a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims related to payment, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to reasonable attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, reasonable attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within seven (7) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including reasonable attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the proportional extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Design-Builder's obligation shall not extend to the proportional extent of any loss or damage caused by the Owner or someone for whom Owner is legally responsible. Notwithstanding any other provision contained in the Contract Documents or common law, it is agreed that Design-Builder shall have no obligation or liability to indemnify, hold harmless or defend Owner from any claims to which Design-Builder's indemnification obligation might otherwise arise or apply which are brought or asserted more than one year from the date of Substantial Completion of the Work.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including reasonable attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price; provided, however, that for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed _____ (_____) cumulative days. Said additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract

Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative, which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the

mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise; provided, however, that if a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by legal or equitable proceedings.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate

more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including reasonable attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due on Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Exhibit 1

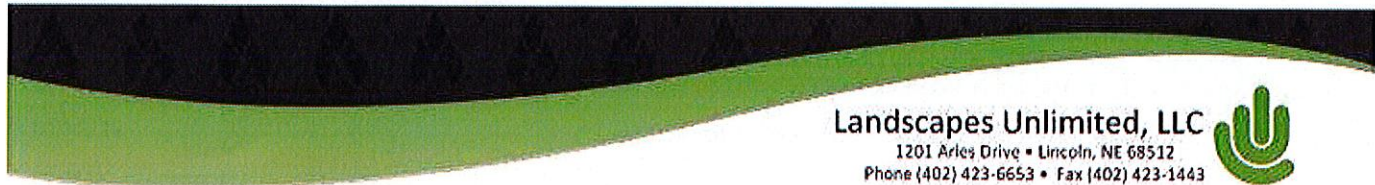
OTHER TERMS & CONDITIONS

1. Notwithstanding anything to the contrary contained in the Contract Documents, in the event of a conflict between the Agreement, plans and specifications and/or other Contract Documents and this Exhibit 1, the terms and conditions in this Exhibit 1 will govern.
2. Owner represents and warrants that it holds legal title to the real property on which the Project is to be constructed. Owner further represents and warrants that such real estate is, as of the date of this Agreement, free and clear of any and all liens and encumbrances except for rights of way and easements currently of record. Owner further represents, warrants and agrees that it will not transfer or encumber all or any portion of such real estate without providing written notice to Design-Builder at least ten business days in advance thereof.
3. Owner will furnish to Design-Builder, within seven days after receipt of a written request, information necessary and relevant for Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information will include a correct statement of the record legal title to the property on which the Project is located and Owner's interest therein.
4. This project has been estimated using non-union forces. If it becomes necessary to employ union labor for this project, due to Owner directive or in order to continue with the Work to avoid strikes, Owner will reimburse Design-Builder for additional costs associated with the use of union labor.
5. Owner will supply all engineered controls for this project. This includes, but is not limited to, golf hole monuments (tee, fairway, greens), critical benchmarks, property lines, existing utilities (depth and location) and/or other infrastructure as required for construction. All necessary golf course feature staking required for shaping will be performed by Design-Builder.
6. Owner understands and agrees that stress cracks will occur in the cart paths and such cracks will not be a cause for replacement unless they prevent the use of the cart paths for their intended purpose. No weed barrier or sealers are included in the installation of the cart paths.
7. Design-Builder does not accept any responsibility for schedule shortcomings related to the actions or inaction of others not under direct supervision of Design-Builder. The parties recognize that conditions may exist, through no fault of Design-Builder, in which Owner will request an acceleration of Design-Builder's Work. Prior to such an order to accelerate, the parties must agree in writing that a separate lump sum payment will be paid to Design-Builder for all increased costs Design-Builder will incur during the accelerated work period, including, but not limited to, increased site supervision, equipment overhead, premium time and lost productivity.
8. The removal of unsuitable materials for the stabilization of the subgrade for cart paths, drainage lines or other infrastructure will be considered a change to this Contract and Design-Builder will be compensated by an increase in the Contract Sum. Design-Builder will consult with Owner prior to the installation thereof as to the most suitable, cost-effective alternatives.
9. The one-year warranty period starts at substantial completion of the golf course construction work. There is no warranty period for the maturation / grow-in work since it is directly related to items we don't have any control over like weather and existing site conditions, as well as how the golf course is maintained once the maturation / grow-in period is complete.

Exhibit 1

OTHER TERMS & CONDITIONS

10. The maturation / grow-in scope of work includes mowing, fertilizing and maintaining the areas that have been re-graded and re-grassed for a four month period in order to get the new turf areas established so that the Owner can take over more normal maintenance operations. No guarantees have been made or are assumed as to the percentage of turf coverage that will be achieved by the end of the 4 month maturation period since it is so heavily dependent upon the weather and existing site conditions that we have no control over.
11. Owner will compensate Design-Builder for any reconstruction work necessary due to infrastructure or site development by others that impacts the Work under the Agreement. In the event that re-work of items performed by the Design-Builder is necessary, or special working conditions are required to work around existing or installed infrastructure, Design-Builder will be compensated on a time and material basis. Further, any work necessary for removing existing infrastructure or discovered items will be the responsibility of Owner.
12. Design-Builder may bill Owner for all stored materials and any deposit necessary to hold materials for delivery at a later date. Retainage, if any, will not apply to stored materials or deposits.
13. The proposal is based on compliance with safety protocols currently mandated by state and local law where the project is located. Any additional safety protocols required by Owner or any changes in the safety protocols required by law may increase project costs, and such additional costs will be reimbursed to Contractor by Owner.



To: City Of Columbus, NE	Contact: Doug Moore
Address: Columbus, NE	Phone:
	Fax:
Project Name: Quail Run Flood Damage Repair Estimate - Norby/LU Assesment	Bid Number: 1
Project Location: Quail Run Golf Course, Columbus, NE	Bid Date: 2/26/2020

Item #	Item Description	Estimated Quantity	Unit	Total Price
Project Preparation				
01	Mobilization	1.00	LS	\$34,000.00
02	Silt Fence	4,850.00	LF	\$25,705.00
03	Performance And Payment Bond	1.00	LS	\$16,300.00
Hole #3				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,115 SF, Maintenance Sod Strip: 108 SF	5,115.00	SF	\$5,115.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	56,234.00	SF	\$7,310.42
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	8,175.00	SF	\$2,043.75
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 100 LF, 4" Solid: 120 LF, Kentucky Bluegrass Sod: 820 SF	1,340.00	SF	\$12,060.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	162,636.00	SF	\$21,142.68
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	31,127.00	SF	\$4,046.51
07	Repair Concrete Cart Path Damaged By Flooding. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	180.00	SF	\$2,178.00
08	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	672.00	SF	\$8,131.20
09	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #4				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,580 SF, Maintenance Sod Strip: 108 SF	5,580.00	SF	\$5,580.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	22,457.00	SF	\$2,919.41
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	6,361.00	SF	\$1,590.25
04	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	88,230.00	SF	\$11,469.90
05	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	68,063.00	SF	\$8,848.19
06	Repair Concrete Cart Path Damaged By Flooding. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	1,308.00	SF	\$15,826.80

Exhibit 2 - Design Builders Proposal and Project Program

Item #	Item Description	Estimated Quantity	Unit	Total Price
07	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	1,660.00	SF	\$20,086.00
08	Replace Drinking Fountain Damaged By Flooding - Elkay, Stainless Steel - M# EDFP214CB -	1.00	EACH	\$1,500.00
09	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #5				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 4,927 SF, Maintenance Sod Strip: 55 SF	4,927.00	SF	\$4,927.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	72,635.00	SF	\$9,442.55
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	7,977.00	SF	\$1,994.25
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 65 LF, 4" Solid: 115 LF, Kentucky Bluegrass Sod: 456 SF	912.00	SF	\$8,208.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	184,887.00	SF	\$24,035.31
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	129,203.00	SF	\$16,796.39
07	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	4,622.00	SF	\$55,926.20
08	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole # 6				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,320 SF, Maintenance Sod Strip: 61 SF	5,032.00	SF	\$5,032.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	45,131.00	SF	\$5,867.03
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	8,411.00	SF	\$2,102.75
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 125 LF, 4" Solid: 490 LF, Kentucky Bluegrass Sod: 575 SF	1,100.00	SF	\$9,900.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	138,752.00	SF	\$18,037.76
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	83,356.00	SF	\$10,836.28
07	Repair Concrete Cart Path Damaged By Flooding. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	468.00	SF	\$5,662.80
08	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	4,926.00	SF	\$59,604.60
09	Replace 6" HDPE Drainage Pipe Damaged By Flooding	165.00	LF	\$3,184.50
10	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #7				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 4,135 SF, Maintenance Sod Strip: 101 SF	4,135.00	SF	\$4,135.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	86,225.00	SF	\$11,209.25
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	8,034.00	SF	\$2,008.50
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 75 LF, 4" Solid: 75 LF, Kentucky Bluegrass Sod: 545 SF	815.00	SF	\$7,335.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	182,757.00	SF	\$23,758.41

Exhibit 2 - Design Builders Proposal and Project Program

Item #	Item Description	Estimated Quantity	Unit	Total Price
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	90,803.00	SF	\$11,804.39
07	Repair Concrete Cart Path Damaged By Flooding. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 10' Wide, 4" Thick	300.00	SF	\$3,630.00
08	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	3,330.00	SF	\$40,293.00
09	Replace Drinking Fountain Damaged By Flooding - Elkay, Stainless Steel - M# EDFP214CB -	1.00	EACH	\$1,500.00
10	Replace 4" HDPE Drainage Pipe Damaged By Flooding	855.00	LF	\$8,977.50
11	Replace 6" HDPE Drainage Pipe Damaged By Flooding	200.00	LF	\$3,860.00
12	Replace 14" CMP Drainage Pipe Damaged By Flooding - Outfall For Sump Pump	335.00	LF	\$8,626.25
13	Replace Electric Panel Box And Pump Damaged By Flooding - Square D - Schneider Electric 894055E2030	1.00	EACH	\$27,000.00
14	Remove And Re-install Hole Marker	1.00	LS	\$550.00
15	Remove Bridge, Remove Sand Deposited From The Flood To Restore Drainage And Set Bridge Back In Place	1.00	LS	\$2,500.00
Hole #12				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,655 SF, Maintenance Sod Strip: 190 SF	5,655.00	SF	\$5,655.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	56,166.00	SF	\$7,301.58
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	6,490.00	SF	\$1,622.50
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 60 LF, 4" Solid: 65 LF, Kentucky Bluegrass Sod: 525 SF	820.00	SF	\$7,380.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	133,834.00	SF	\$17,398.42
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	105,337.00	SF	\$13,693.81
07	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	1,518.00	SF	\$18,367.80
08	Replace Drinking Fountain Damaged By Flooding - Elkay, Stainless Steel - M# EDFP214CB -	1.00	EACH	\$1,500.00
09	Repair Modular Block Retaining Walls Damaged By Flooding	260.00	UNIT	\$15,600.00
10	Repair Sheet Pile Wall Damaged By Flooding	110.00	LF	\$63,800.00
11	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #13				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,784 SF, Maintenance Sod Strip: 138 SF	5,655.00	SF	\$5,655.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	56,166.00	SF	\$7,301.58
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	6,430.00	SF	\$1,607.50
04	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	200,010.00	SF	\$26,001.30
05	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	5,291.00	SF	\$687.83
06	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	576.00	SF	\$6,969.60
07	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #14				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And	5,655.00	SF	\$5,655.00

Exhibit 2 - Design Builders Proposal and Project Program

Item #	Item Description	Estimated Quantity	Unit	Total Price
02	Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,095 SF, Maintenance Sod Strip: 60 SF Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	1,563.00	SF	\$203.19
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	6,645.00	SF	\$1,661.25
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 65 LF, 4" Solid: 80 LF, Kentucky Bluegrass Sod: 510 SF	830.00	SF	\$7,470.00
05	Remove Sand Pot Bunker - Bunker Will Be Smoothed Out And Grassed In The Rough Grassing Process	55.00	SF	\$195.25
06	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	81,868.00	SF	\$10,642.84
07	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	26,589.00	SF	\$3,456.57
08	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	504.00	SF	\$6,098.40
09	Replace 6" HDPE Drainage Pipe Damaged By Flooding	365.00	LF	\$4,416.50
10	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #15				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,319 SF, Maintenance Sod Strip: 143 SF	5,655.00	SF	\$5,655.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	49,236.00	SF	\$6,400.68
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	9,676.00	SF	\$2,419.00
04	Reshape Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 60 LF, 4" Solid: 125 LF, Kentucky Bluegrass Sod: 664 SF	805.00	SF	\$7,245.00
05	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	139,675.00	SF	\$18,157.75
06	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	46,083.00	SF	\$5,990.79
07	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	2,436.00	SF	\$29,475.60
08	Replace Drinking Fountain Damaged By Flooding - Elkay, Stainless Steel - M# EDFP214CB -	1.00	EACH	\$1,500.00
09	Replace 4" HDPE Drainage Pipe Damaged By Flooding	275.00	LF	\$2,887.50
10	Replace 6" HDPE Drainage Pipe Damaged By Flooding	180.00	LF	\$3,474.00
11	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #16				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. - Sod Collar: 4,447 SF	4,447.00	SF	\$4,447.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	48,340.00	SF	\$6,284.20
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	6,272.00	SF	\$1,568.00
04	Reshape Left Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 70 LF, 4" Solid: 85 LF, Kentucky Bluegrass Sod: 506 SF	550.00	SF	\$4,950.00
05	Reshape Right Bunker Damaged By Flooding. Remove Contaminated Sand, Replace Drainage, Restore And Sod Edges And Add New Sand - 4" Perf: 80 LF, 4" Solid: 85 LF, Kentucky Bluegrass Sod: 593 SF	650.00	SF	\$5,850.00
06	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	160,632.00	SF	\$20,882.16
07	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	45,321.00	SF	\$5,891.73

Exhibit 2- Design Builders Proposal and Project Program

Item #	Item Description	Estimated Quantity	Unit	Total Price
08	Repair Concrete Cart Path Damaged By Flooding. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 10' Wide, 4" Thick	180.00	SF	\$2,178.00
09	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	1,680.00	SF	\$20,328.00
10	Replace 4" HDPE Drainage Pipe Damaged By Flooding	965.00	LF	\$10,132.50
11	Replace 6" HDPE Drainage Pipe Damaged By Flooding	145.00	LF	\$2,798.50
12	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Hole #17				
01	Repair Greens Collars Damaged By Flooding. Strip Existing Collar Turf And Sod With Kentucky Bluegrass. Include 3' Maintenance Strip Of Kentucky Bluegrass/Fescue Sod. - Sod Collar: 5,646 SF, Maintenance Sod Strip: 48 SF	5,646.00	SF	\$5,646.00
02	Repair Fairway Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass.	65,941.00	SF	\$8,572.33
03	Repair Tee Tops Damaged By Flooding. Strip Turf, Level Tees And Seed With Kentucky Bluegrass	7,546.00	SF	\$1,886.50
04	Repair Rough Areas Damaged By Flooding. Kill Existing Vegetation, Roto-Till Turf, Finish Grade And Prep To Create Smooth Seedbed, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	190,766.00	SF	\$24,799.58
05	Repair Secondary Rough Area Damaged By Flooding. Roto-Till Turf, Grade For Positive Surface Drainage, Fertilize And Seed With Kentucky Bluegrass/Fescue Blend	31,970.00	SF	\$4,156.10
06	Repair Concrete Cart Path Damaged By Flood Clean-Up. Remove Damaged Concrete Path, Prep Subgrade And Install New Concrete Cart Path - 6' Wide, 4" Thick	750.00	SF	\$9,075.00
07	Replace Drinking Fountain Damaged By Flooding - Elkay, Stainless Steel - M# EDFP214CB -	1.00	EACH	\$1,500.00
08	Replace 4" HDPE Drainage Pipe Damaged By Flooding	1,950.00	LF	\$20,475.00
09	Replace 6" HDPE Drainage Pipe Damaged By Flooding	170.00	LF	\$3,281.00
10	Remove And Re-install Hole Marker	1.00	LS	\$550.00
Maturation				
01	Golf Course Grow-In	4.00	CMO	\$280,000.00

Total Bid Price: \$1,378,345.67

Notes:

- This proposal is based on one mobilization of all labor, equipment, and materials to jobsite.
- This proposal is based only on the items and quantities listed on the bid form. Contractor will credit owner if fewer units are installed and will be paid for all additional units installed.
- Engineering & Professional surveying are to be the responsibility of the Owner.
- Drainage prices are based on a maximum trench depth of 3' plus the diameter of the pipe. Any material that cannot be excavated efficiently with a JD 50 (or equal) will be considered trench rock and performed on a negotiated unit price. All solid pipe is bid with native backfill from trench soils. No import or screening of pipe backfill is included in this proposal.
- If wet or unsuitable soils are encountered in cart path areas and additional stabilization is required, it will be performed on a negotiated unit price.
- This proposal is conditional upon parties reaching a mutually acceptable contract.
- This proposal is based on non union and non prevailing wages.
- All pricing for this project is based upon current commodity pricing in effect as of 2/26/2020. Any fluctuations in pricing (materials, fuel, housing, & etc..) or supply that increase project costs will be reimbursed to Contractor by Owner on an actual cost-incurred basis. Owner will be entitled to documentation of such pricing fluctuations upon request.
- Sales tax not included in this proposal.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Landscapes Unlimited, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: John Borchert 402-423-6653 JBorchert@LandscapesUnlimited.com</p>
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Exhibit 3

TIME & EQUIPMENT RATES

All equipment is operated, fueled and fully maintained. The prices below are for owned equipment. If machinery must be rented for your proposed work, an hourly rate shall be agreed upon before the work begins. **Mobilization and de-mobilization costs are not extra if the appropriate crew and equipment is already on site working within the original terms of the agreement. For any additional resources needed to complete the requested T&M work, all shipping costs, travel, living and administrative expenses both to and from job site and while on the job will be billed to customer at cost. (The following wage rates do not include any prevailing wages rates.)**

DESCRIPTION	HOURLY RATE
<u>DOZER</u>	
Crawler Dozer 180 HP (JD850, CAT D6R)	\$170
Crawler Dozer 140 HP (JD750, CAT D6M)	\$157
Crawler Dozer 100 HP (JD700, CAT D5K)	\$148
Crawler Dozer 90 HP (JD650, CAT D5)	\$139
Crawler Dozer 80 HP (JD 550, CAT D4)	\$129
<u>EXCAVATORS</u>	
John Deere – 230 Excavator – (52,410#)	\$160
John Deere – 200 Excavator – (44,750#)	\$150
John Deere – 120 Excavator – (26,790#)	\$135
John Deere Mini-Excavator – 35G – (8,125#)	\$75
John Deere Mini-Excavator – 50G – (10,850#)	\$90
John Deere Mini-Excavator – 75G – (18,000#)	\$110
Tilt Bucket Attachment for Mini-Excavator	\$35
<u>LOADERS/BACKHOES</u>	
John Deere 544 G – Front End Loader	\$148
John Deere 344 G – Front End Loader	\$111
John Deere 410 – Backhoe	\$90
John Deere 410 – Backhoe w/breaker	\$135
John Deere 310 – Backhoe	\$76
John Deere 310 – Backhoe w/breaker	\$114
<u>SKID STEER/Compact Track Loader</u>	
John Deere – 314G – (6,300#)	\$70
John Deere – 320G – (7,150#)	\$80
Bobcat T595 Compact Track Loader – (8,000#)	\$90
John Deere – 332G – (10,000#)	\$100
<p>➤ Note: bucket or forks included in pricing above. Any additional attachments would be at an additional cost.</p>	
<u>TRACTORS/LOADER-GRADING-</u>	
New Holland 4030 – (76 HP)	\$120
Ford 250C-260C – (68 HP)	\$95
Ford 345C – (52 HP)	\$100
Ford 445A-445D- (62 HP)	\$100
Ford 540B-545D- (66 HP)	\$104

Exhibit 3**TIME & EQUIPMENT RATES**

DESCRIPTION	HOURLY RATE
<u>TRACTOR ONLY</u>	
John Deere 4066 – (65 HP)	\$104
Ford 4610/4630 – (55 HP)	\$75
Kubota 6030MF – (61 HP)	\$80
Kubota 5030MF – (50 HP)	\$75
Kubota 4030MF – (48 HP)	\$68
Kubota B7100 – (16 HP)	\$58
<u>TRENCHERS</u>	
Vermeer T555 Rock Trencher	\$289
Case 860/960	\$139
Case 860/960 – With Rock Wheel	\$220
Bobcat TL116 or Dingo Walk Behind Trencher	\$70
<u>IRRIGATION EQUIPMENT (DOES NOT INCLUDE LABOR)</u>	
412 – Trac Stars Fusing Machine	\$90
612 – Trac Stars Fusing Machine	\$100
14+26 Pit Bull Fusing	\$50
Sidewall or Socket Machine/Tools	\$40
<u>TRUCKS</u>	
1,800 gal. Water truck	\$96
Dump Truck – 10 CY	\$125
Dump Truck – 5/6 CY	\$79
Dump Truck – 3.5 CY	\$70
Flatbed Truck	\$79
<u>Wacker Dumpers-Material Haulers</u>	
6001 Dumper – 6.5 Tons Material	\$115
5001 Dumper – 5.0 Tons Material	\$100
3001 Dumper – 3.0 Tons Material	\$90
<u>MISCELLANEOUS (DOES NOT INCLUDE LABOR)</u>	
Sand-Pro	\$30
3" Pump	\$25
2" Pump	\$17
Generators under 8 hp	\$22
Concrete Mixers	\$25
Pick-up	\$40
Plate-Tamper or Jumping Jack Compactor	\$25
ATV's/ JD Gators	\$34
LP600 Laser	\$20

Exhibit 3**TIME & EQUIPMENT RATES**

DESCRIPTION	HOURLY RATE
<u>ATTACHMENTS</u> (DOES NOT INCLUDE LABOR)	
Bowie Hydro – Mulcher	\$130
Straw Bale Shredder	\$45
Brillion Seeder	\$42
Gill	\$20
Vicon or Lely Spreader	\$32
Laser Box	\$45
Level Best laser box	\$50
Dakota Material Spreader	\$60
Provonost /Material Trailers	\$35
Box Scraper / Shaping Blade	\$17

LABOR RATES

Overtime rates will apply for time spent more than forty (40) hours in a week. All overtime hours will be billed at time and one-half of the applicable rates above. Holidays and Sundays will be billed at double time or per the established project agreement.

1. Foreman w/pickup	\$95
2. Foreman w/out pickup	\$71
3. LUL Skilled Laborer	\$56
4. General Laborer	\$44
5. Concrete Finisher	\$60

1. INSURANCE REQUIRED OF DESIGN-BUILDER

Design-Builder shall purchase and maintain the following insurance coverages for the duration of the Work:

1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

\$1,000,000

1.2 Commercial General Liability, including coverage for Premises–Operations, Independent Contractors, Products–Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Products–Completed Operations Aggregate

1.2.1 Products and completed operations insurance shall be maintained for a period of one (1) year following Substantial Completion of the Work or final payment, whichever is earlier.

1.2.2 The commercial liability coverage shall include the Owner as an additional insured for claims caused by Design-Builder's negligent acts or omissions.

1.2.3 The contractual liability insurance shall include coverage sufficient to meet Design-Builder's indemnification obligations set forth in the Contract Documents.

1.3 Automobile Liability (owned, non–owned and hired vehicles) for bodily injury and property damage:

\$1,000,000 Each Accident

1.4 Other coverages:

1.4.1 Umbrella Excess Liability \$5,000,000

1.4.2 Professional Liability \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

2. INSURANCE REQUIRED OF OWNER

The Owner shall purchase and maintain liability insurance and property insurance as set forth in Sections 5.2 and 5.3 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition, as amended).

INSURANCE EXHIBIT



CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM DD YYYY)

12/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 13710 FNB Pkwy, Suite 400 Omaha NE 68154 402-970-6100	CONTACT NAME: _____ PHONE (A.C. No. Ext): _____ FAX (A.C. No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: _____</td> <td>_____</td> </tr> <tr> <td>INSURER D: _____</td> <td>_____</td> </tr> <tr> <td>INSURER E: _____</td> <td>_____</td> </tr> <tr> <td>INSURER F: _____</td> <td>_____</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Co of America	25674	INSURER C: _____	_____	INSURER D: _____	_____	INSURER E: _____	_____	INSURER F: _____
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INSURER D: _____	_____													
INSURER E: _____	_____													
INSURER F: _____	_____													
INSURED 1344770 LANDSCAPES UNLIMITED, LLC 1201 ARIES DRIVE LINCOLN NE 68512														

COVERAGES LANHO03 CERTIFICATE NUMBER: 17170354 REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	GLO3503817	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3503816	1/1/2020	1/1/2021	COVERED BIOMEDICAL (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	ZUP1459220A	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> DESCRIPTION OF OPERATIONS Below	Y/N	N/A	WC3503818	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	COST EQUIP INSTALLATION FLTR BUILDERS RISK	N	N	CPP5542918	1/1/2020	1/1/2021	\$2,605,600 LMT LEASED RENTED
A	FLTR BUILDERS RISK	N	N	MBR5542919	1/1/2020	1/1/2021	\$750,000 EACH ITEM MAX IF \$5,000,000 LMT EACH ITEM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 01, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2006 Quad Run Construction. City of Columbus is listed as additional insured on the General Liability as required by written contract subject to policy terms and conditions. Waiver of subrogation in favor of additional insured on the General Liability where allowable by law.

CERTIFICATE HOLDER 17170354 City of Columbus 2414 14th Street Columbus NE 68602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---

3.1: Performance Criteria prepared by the Performance Criteria Developer, Budget and Schedule parameters and Bond and Insurance required by law or the City of Columbus

- A. The project objective is to construct repair to flood damage at Quail Run Golf Course.
- B. The projects will meet the performance criteria for ADA and ICC 300.
- C. Site information is shown in Exhibit 2
- D. Specific construction details see Exhibit 1.

Exhibit 1
TASKS AND CONDITIONS

QUAIL RUN GOLF COURSE FLOOD DAMAGE REPAIR

1. Design and construct a flood damage repair on Quail Run Golf Course on the south side of the Loup River Levee
2. City forces have removed a majority of the sand and debris. Project to include rough and finish shaping in these areas.
3. Roto-till disturbed areas, estimated 50 acres
4. Remove existing bunker sand and drainage pipes, estimated 14,600 square feet
- ~~5. Field locate, remove, and replace an estimated 406 irrigation heads and swing joints and 1 satellite controller. Replace field located broken irrigation pipe.~~
6. Construct 4-inch diameter perforated pipe in bunkers, estimated 900 linear feet
7. Construct 4-inch diameter pipe bunker outfall lines, estimated 200 lineal feet
8. Construct 4-inch thick local bunker sand, estimated 14,600 square feet
9. Laser level damaged tee boxes, estimated 50,000 square feet
10. Seedbed preparation of disturbed areas, estimated 50 acres
11. Seed fairways and rough with bluegrass/rye mixture, estimated 50 acres
12. Remove and replace missing and broken concrete cart paths, estimated 500 square yards
13. Reconstruct drainage sump system and outfall pipe to river, estimated 500 lineal feet
14. Remove and repair irrigation lake damaged wall, estimated 125 lineal feet
15. Remove and replace drinking fountains, estimated 5 each
16. Replace and set hole markers, estimated 11 each
17. All required field data collection, topographic survey, and related work shall be included
18. All work to be in accordance with Federal Emergency Management Agency, State of Nebraska, and City of Columbus requirements and standards including obtaining any permits and approvals
19. Plans and specifications shall be stamped and signed by State of Nebraska Professional Engineer in good standing

20. Geotechnical and soil borings are the contractor's responsibility.
21. Coordination with City and other contractors working in the areas is required
- ~~22.-----Project to be completed preferably in the summer but no later than September 1, 2020.~~
- ~~23.-----The Design/Builder will provide the City with a 2 (two) year warranty on both--
-workmanship and materials-~~

EXHIBIT '2'

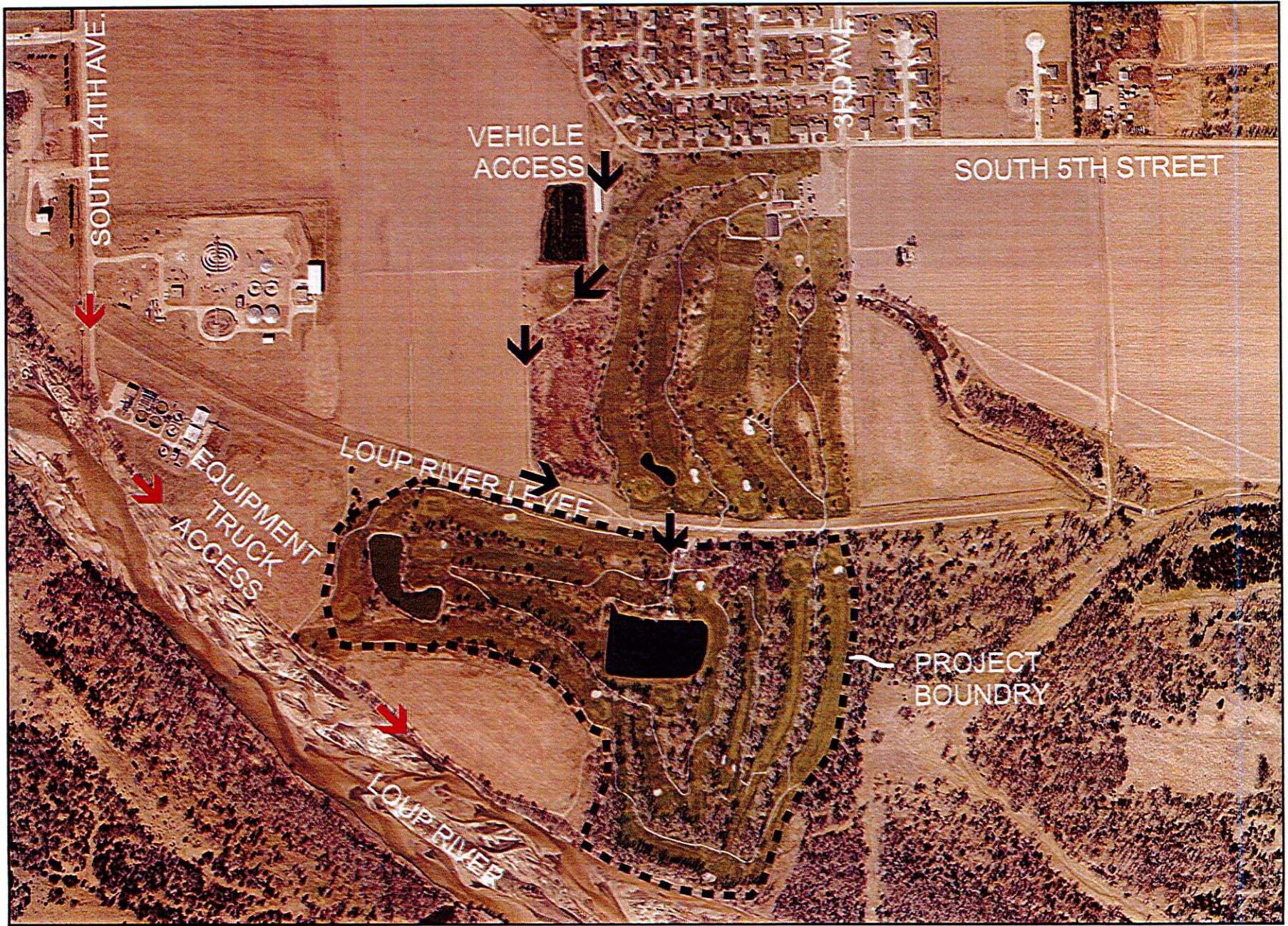
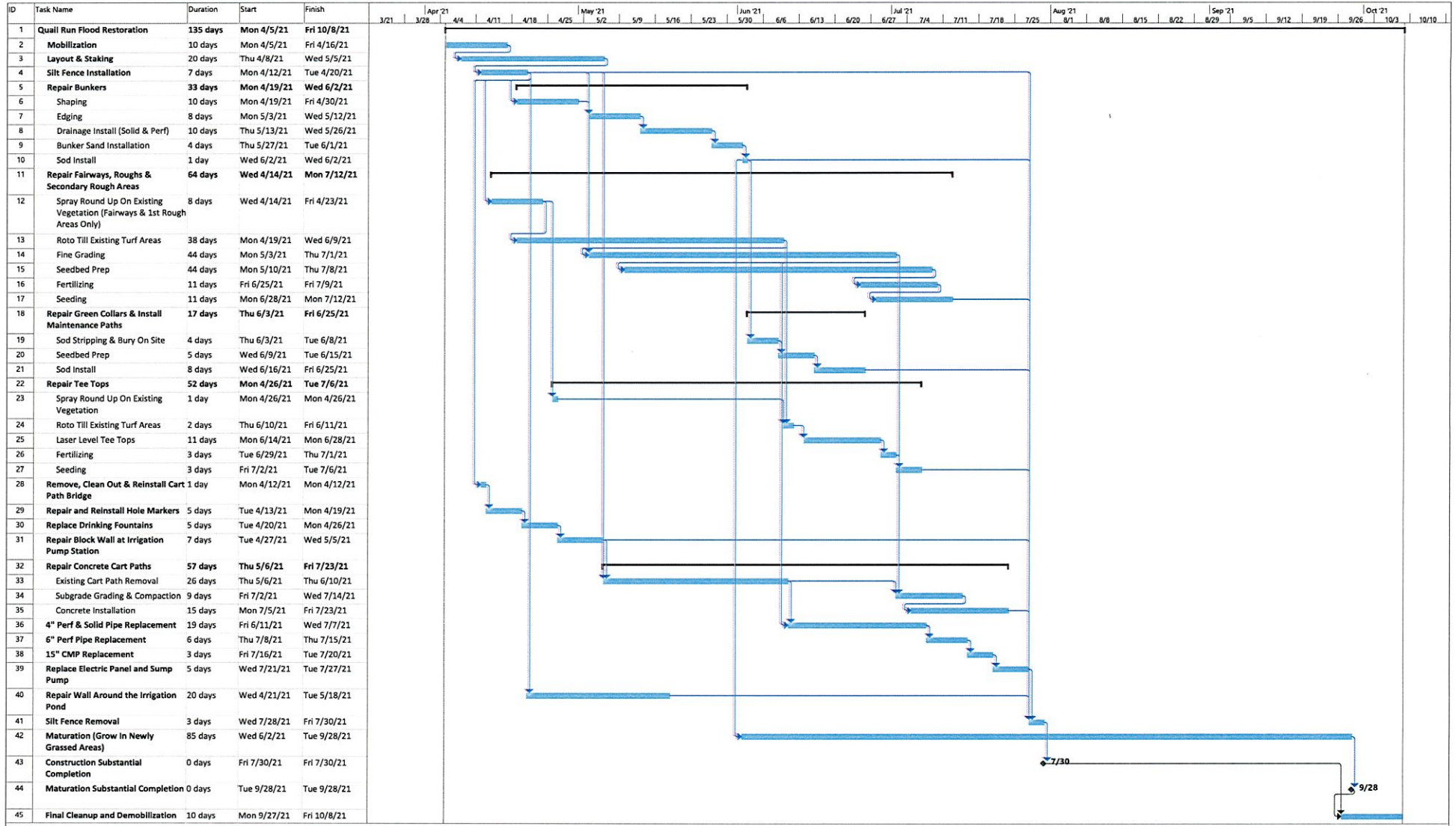


Exhibit 6 - Project Schedule



Project: Quail Run Construction
Date: Tue 12/1/20

Task Summary, Inactive Milestone, Duration-only, Start-only, External Milestone, Manual Progress, Split, Project Summary, Inactive Summary, Manual Summary Rollup, Finish-only, Deadline, Milestone, Inactive Task, Manual Task, Manual Summary, External Tasks, Progress

Page 1

- F. Resolution No. R20-135 approving Interlocal Cooperation Agreement with Platte County and Polk County for the Joint Communications Center to provide primary emergency communication and 911 dispatch services.

RESOLUTION NO. R20- 135

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH PLATTE COUNTY AND POLK COUNTY FOR THE JOINT COMMUNICATIONS CENTER TO PROVIDE PRIMARY EMERGENCY COMMUNICATION AND 911 DISPATCH SERVICES TO PLATTE COUNTY AND POLK COUNTY; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Platte County and the City of Columbus operate the “Columbus/Platte County Joint Communications Center (the “JCC”); and

WHEREAS, Polk County has approached the JCC about the JCC becoming its primary emergency communication and 911 dispatch center; and

WHEREAS, the parties wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act (Nebraska Revised Statutes §13-801 through §13-827).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Interlocal Cooperation Agreement with Platte County and Polk County for the Joint Communications Center to provide primary emergency communication and 911 dispatch services to Platte County and Polk County, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

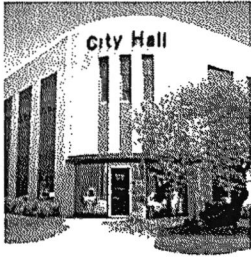
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Communications (402) 564-3201

Fax (402) 565-0660

Memorandum

DATE: December 1, 2020
TO: Mayor and City Council
FROM: Rachel Pensick, Communications Director
RE: Execution of Interlocal Agreement

RECOMMENDATION:

Authorize the execution of an interlocal agreement between the Columbus/Platte County Joint Communications Center (JCC) and Polk County regarding the JCC becoming the primary emergency communications and 911 center for Polk County.

DISCUSSION:

The Polk County Sheriff's Office has approached the Columbus/Platte County Joint Communications Center and asked that the JCC become the primary emergency communications and 911 center for Polk County. Stacen Gross of SCG Consulting Services, Inc. has been working with both agencies to assist in this process. Stacen evaluated the anticipated tasks and workload at Polk County which allowed us to compare this data to our own workload including a specific review of their peak times compared to our peak times. The technology requirements and associated costs to enable JCC to communicate and alert Polk Co responders from our existing Motorola radio consoles was also evaluated and is currently being implemented by Polk Co. Last, the software and hardware requirements for the Polk County Sheriff's Office were evaluated with the goal of having the Polk County Sheriff's Office utilize the same Central Square applications that Columbus and Platte County are now using. The Polk County Sheriff now has these costs and intends to implement those systems as part of the transition of 9-1-1 and dispatch services.

FISCAL IMPACT:

Costs - Polk County needs to add address points to their GIS map to be in compliance with State standards as well as requirements of the JCC dispatch systems. This work is underway and is to be paid from Polk Co Wireless Funds that will ultimately be transferred to JCC. This is a one-time cost of \$15,843.00.

Approximately \$63,200.00 for the hiring of two part-time communications specialists, as the increased activity will necessitate the need for increased coverage.



An annual recurring GIS data maintenance fee of approximately \$4,421.00.

A monthly fee of \$256.00 for an additional CLEIN terminal.

Revenue – The Nebraska PSC requires that any funds held in reserve by an agency that no longer takes 9-1-1 calls must be transitioned to the agency that has agreed to take their 9-1-1 calls. To this end, there will be a one-time transfer of \$210,163.74 from the Polk County wireless fund to JCC. In addition, an annual service agreement revenue of \$150,000.00 is proposed to be paid by Polk County for 9-1-1 call taking and dispatching services. Last, as noted above, the PSC requires that wireless revenues distributed by the State follow the 9-1-1 call handling which means that annual funds that were directed to Polk Co will now be directed to JCC. The current year's wireless funds distributed to Polk County is \$47,442.12. Future funds to JCC are yet-to-be determined.


CONCURRENCE:

The Joint Communications Committee reviewed and approved the execution of the Interlocal Agreement.

SIGNATURE:

By: 
Rachel Pensick – Communications Director

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

**INTERLOCAL COOPERATION AGREEMENT FOR PRIMARY EMERGENCY
COMMUNICATION AND 911 DISPATCH SERVICES**

WHEREAS, the County of Platte, Nebraska (herein referred to as “PLATTE”), and the City of Columbus, Nebraska (herein referred to as “COLUMBUS”), own and operate a joint communications and dispatch center for 911 calls and it is referred to as the “Columbus/Platte County Joint Communications Center” (herein referred to as the “JCC”); and

WHEREAS, the JCC was formed in/around June 2018 through an interlocal Agreement of PLATTE and COLUMBUS, and, pursuant to said Agreement, from an operational standpoint the JCC operates as a Department of COLUMBUS; and

WHEREAS, the County of Polk, Nebraska (herein referred to as “POLK”), has approached the JCC about becoming POLK’s primary emergency communication and 911 dispatch center; and

WHEREAS, the parties wish to enter into such an Agreement pursuant to the terms of the Interlocal Cooperation Act (Nebraska Revised Statutes §13-801 through §13-827); and

WHEREAS, the Columbus City Council has reviewed this Agreement and has authorized the Mayor to sign this Agreement on behalf of COLUMBUS; and

WHEREAS, the Platte County Board of Supervisors has reviewed this Agreement and has authorized the Chairman of the Board to sign this Agreement on behalf of PLATTE; and

WHEREAS, the Polk County Board of Commissioners has reviewed this Agreement and has authorized the Chairman to sign this Agreement on behalf of POLK.

**NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN
THE PARTIES HERETO THAT:**

1. **SERVICES PROVIDED BY THE JCC:** The JCC will provide primary emergency communication and 911 dispatch services to POLK. These services shall mirror those provided by the JCC to PLATTE and COLUMBUS residents. The JCC shall be considered POLK's Public Service Answering Point.

a. **JCC's OPERATION:** POLK understands, agrees and stipulates that it is not becoming an official member of the JCC; and, therefore is not entitled a say on JCC's operations, or to vote on JCC matters, or to have a representative on the JCC's joint committee. POLK is merely contracting for the JCC to provide 911 dispatch services.

2. **AGREEMENT TERM:** The term of this Agreement shall be for two (2) years from the effective date of this Agreement, unless terminated as hereinafter provided.

a. **AGREEMENT EXTENSIONS:** This Agreement may be extended for up to three (3) one (1) year additional periods by mutual written agreement of the parties.

i. **PROCEDURE TO EXTEND TERM:** To extend this Agreement beyond the initial term, the following procedure must be followed:

1. POLK shall give written notice to the JCC no later September 1st of each year of its desire to extend.

2. Upon receiving such notification, and if the JCC, PLATTE, and COLUMBUS also desire to continue the agreement, the JCC shall review, evaluate, and set by upward adjustment an updated annual fee as allowed for in Paragraph 3; and, POLK shall be informed of said new annual fee no later than November 1st of each year.

3. Each party's governing bodies must vote to approve any and all extensions prior to December of each calendar year. If each party's governing bodies do not vote in favor of the extension then the agreement shall terminate at the end of the term.
 4. This process shall occur for each separate extension.
3. **ANNUAL FEE:** POLK shall pay an annual fee for the services provided pursuant to the following fee structure:
- a. **INITIAL TERM FEES:** POLK shall pay \$150,000 annually for each of the first two (2) years of the Agreement.
 - b. **EXTENSION TERM FEES:** Upon the approved extension of the agreement, the annual fees shall be reviewed and negotiated.
 - c. **PAYMENTS:** Payments from POLK shall be submitted to COLUMBUS, and shall be due semiannually on the first (1st) day of months of December and June of each calendar year this Agreement and any extensions thereof that are in effect.
4. **REQUIREMENTS FOR POLK:** POLK agrees and stipulates that there are certain technology requirements, with associated costs, which are needed to enable the JCC to properly communicate with and alert POLK responders. Said technologic updates and additions include, but are not necessarily limited to, the following:
- a. Installing and maintaining communications link equipment to allow for the JCC to alert and communicate with the Polk County emergency responders.
 - b. Installing and maintaining public safety software solutions that are compatible with the software solutions utilized by the JCC to further automate the dispatching process.

- c. Updating POLK's GIS map data to be in compliance with State standards and JCC dispatch system requirements. There is a one-time cost of \$15,843 which shall be paid approximately five (5) to six (6) months after the effective date of this Agreement. The parties agree that this amount shall be paid from the POLK's wireless fund that shall be ultimately transferred to the JCC pursuant to Paragraph 5 of this Agreement.

Any equipment or property needed to accomplish these requirements that will be installed or housed in the JCC shall forever become property of the JCC.

5. **POLK WIRELESS FUNDS:** The Nebraska Public Service Commission requires that any funds held in reserve by an agency that no longer takes 911 calls must be transitioned to the agency that will take said calls. As the JCC shall be POLK's Public Service Answering Point, POLK shall make a one-time transfer to the JCC of the entirety of its wireless fund and said amount shall not be less than \$210,163.74. POLK agrees that for each and every year this Agreement is effect that the funds it would have been entitled to receive from the Nebraska Public Service Commission shall be directed and/or submitted to the JCC; this is a separate and distinct requirement from the annual fee set forth in Paragraph 3.
6. **TERMINATION:** POLK, or the JCC (through PLATTE and COLUMBUS together), may terminate this Agreement without cause by providing one hundred eighty (180) days written notice as to the other parties. The terminating party's governing body must vote to approve any termination.
7. **INSURANCE:** POLK shall provide evidence of insurance on a primary, non-contributory basis in a minimum amount of \$5,000,000 per occurrence to JCC members

PLATTE and COLUMBUS both of which are to be included as additional insureds on such coverage. A waiver of subrogation is favor of JCC members PLATTE and COLUMBUS is to be included.

8. **INDEMNIFICATION AND HOLD HARMLESS:** The parties agree that:
- a. POLK shall indemnify and hold harmless the JCC, PLATTE, and COLUMBUS, their employees, agents, officers, and volunteers, from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever arising out of or in any way connected with POLK's or POLK's employees, agents, officers, and volunteers, compliance with this Agreement or arising out of or in any way connected to the negligence of POLK's or POLK's employees, agents, officers, and volunteers in regards to this Agreement.
 - b. PLATTE, and COLUMBUS (and on behalf the JCC) shall indemnify and hold harmless POLK, their employees, agents, officers, and volunteers, from any and all claims, demands, causes of actions, actions, suits, proceedings, damages, expenses, costs of liabilities of every kind and nature, including any claim of subrogation, whatsoever arising out of or in any way connected with the JJC, PLATTE, and COLUMBUS or the JJC, PLATTE, and COLUMBUS's employees, agents, officers, and volunteers, compliance with this Agreement or arising out of or in any way connected to the negligence of JJC, PLATTE, and COLUMBUS's or JJC, PLATTE, and COLUMBUS's employees, agents, officers, and volunteers in regards to this Agreement.
9. **CONNECTION ISSUES:** If any Polk County communications infrastructure (tower) issues or connectivity (NRIN) issues from the JCC to the Polk County communications

infrastructure arise, the correction of said issues, and all related costs thereof, are the sole and full responsibility of POLK. Conversely, if an issue arises with the JCC facility communications software and hardware that connects to the Polk County communications infrastructure, the correction of said issues, and all related costs thereof will be the sole and full responsibility of the JCC. Each party to this agreement shall be responsible for their portions of the communications infrastructure connectivity to said infrastructure and hardware and software connected to and controlling said infrastructure.

10. **EMPLOYEES:** All parties shall take the appropriate steps to make sure that the actions and/or omissions of their own employees are adequately insured. No party shall be responsible for insuring against the actions and/or omissions of the other parties' employees unless stated elsewhere in this Agreement.

11. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date which the all Parties have signed and approved this Agreement. The parties understand that the Agreement will need to be taken to each party's governing bodies for final vote approval.

12. **NOTICE:** The parties hereto expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

THE CITY OF COLUMBUS, NEBRASKA
Attn: City Administrator
2424 14th St.
Columbus, NE 68601
(402) 562-4233

THE COUNTY OF PLATTE, NEBRASKA
Attn: County Clerk
2610 14th Street
Columbus, Nebraska 68601
(402) 563-4904

COLUMBUS/PLATTE COUNTY
JOINT COMMUNITICATIONS
CENTER
Attn: Communications Director
2424 14th St

THE COUNTY OF POLK, NEBRASKA
Attn: County Clerk
PO Box 276
Osceola, NE 68601
(402) 747-2656

Columbus, NE 68601
(402) 564-3201

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

13. **NON-WAIVER:** No waiver by the JCC, COLUMBUS, and PLATTE of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
14. **MODIFICATION:** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.
15. **SEVERABILITY:** If it shall be determined by a court or other governmental body of competent jurisdiction that any provision of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement and shall not affect the other terms and provisions of this Agreement. To the extent legally possible, any invalid or unenforceable provision will be modified to reflect the parties' original intention.
16. **SINGULARS / PLURALS / CONTEXT:** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

17. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
18. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior Agreements, whether oral or written, between the parties; and, this Agreement and embodies a full and complete understanding of the parties.

((((Remainder of Page Intentionally Left Blank))))

Executed and Adopted this _____ day of _____, 2020, by the City of Columbus, Nebraska:

ATTEST:

THE CITY OF COLUMBUS,
NEBRASKA:

City Clerk

Mayor

Executed and Adopted this _____ day of _____, 2020, by the County of Platte, Nebraska:

ATTEST:

THE COUNTY OF PLATTE,
NEBRASKA:

Count Clerk

Chairman

Executed and Adopted this _____ day of _____, 2020, by the County of Polk, Nebraska:

ATTEST:

THE COUNTY OF POLK,
NEBRASKA:

County Clerk

Chairman

Acknowledged this _____ day of _____, 2020, by the Columbus/Platte County Joint Communications Center:

COLUMBUS/PLATTE COUNTY
JOINT COMMUNICATIONS
CENTER

Director

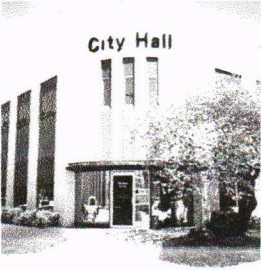
APPROVED AS TO FORM:

Columbus City Attorney (Date)

Platte County Attorney (Date)

Polk County Attorney (Date)

- G. Resolution No. R20-136 approving amendment to the redevelopment plan entitled "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area" (The Frontier Park Redevelopment Project).



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: December 3, 2020
TO: Mayor and City Council and City Council sitting as Community Development Agency
FROM: Tara Vasicek, City Administrator *TV*
RE: Amendment to redevelopment contract for the Frontier Park Redevelopment Project

RECOMMENDATION:

Approval of the redevelopment contract for the Frontier Park Redevelopment Project.

DISCUSSION:

The developer, City staff and legal counsel have ensured that the redevelopment contract reflects the approved redevelopment plan for the project. The purpose of this amendment is to clarify the requirements of the developer for the project. The redevelopment contract complies with all State Statutes for utilization of tax increment financing. The agreement lays out the requirements of the developer, details regarding the issuance of a TIF bond for the project and several contractual terms between the City of Columbus and the developer.



RESOLUTION NO. R20-136

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE FRONTIER PARK REDEVELOPMENT PROJECT)".

WHEREAS, via Resolution No. R20-52, the Mayor and Council of the City of Columbus, Nebraska (the "City"), approved a redevelopment plan entitled "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Redevelopment Project)" (the "Plan"); and

WHEREAS, the Plan sets forth a redevelopment project for the phased development of residential single-family residences (the "Project"); and

WHEREAS, due to the project redeveloper's acquisition of additional adjacent land, the Agency and the redeveloper of the Project wish to amend the Plan to provide for the construction of additional single-family homes as part of the Project; and

WHEREAS, the proposed amendment to the Plan is attached hereto and incorporated herein as Exhibit "A" (the "Plan Amendment"); and

WHEREAS, the Plan Amendment does not meet the definition of a "substantial modification" under Section 18-2115 of the Nebraska Community Development Law, and is therefore considered an administrative amendment; and

WHEREAS, the Council and Agency have taken all actions required under the Nebraska Community Development Law to approve the Plan Amendment; and

WHEREAS, all recitals, findings and declarations set forth in Resolution No. R20-52 remain applicable and true with respect to the Plan, as amended by the Plan Amendment.

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

Section 1. All recitals, findings and declarations set forth in Resolution No. R20-52 remain applicable and true with respect to the Plan, as amended by the Plan

Amendment, and are hereby adopted and incorporated herein with respect to the Plan Amendment.

Section 2. Based on the foregoing and substantial evidence in the record of this proceeding, the Council hereby approves and adopts the Plan Amendment.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"
Plan Amendment

**AMENDMENT TO THE REDEVELOPMENT PLAN FOR
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA
(THE FRONTIER PARK REDEVELOPMENT PROJECT)**

**PREPARED MARCH, 2020
AMENDED OCTOBER, 2020**

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

A. Introduction

The Mayor and City Council for the City of Columbus, Nebraska (the "City"), previously approved and adopted a redevelopment plan entitled "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Redevelopment Project)" for redevelopment in the blighted and substandard area in the City commonly referred to as "Redevelopment Area 9" a/k/a the "Armory Neighborhood Area" via Resolution R20-52 on June 1, 2020 (the "Redevelopment Plan"). A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "5".

This amendment to the Redevelopment Plan ("Amendment") submits certain changes to the Redevelopment Plan, as highlighted below. This Amendment incorporates the terms of the Redevelopment Plan as if fully set forth herein; provided, however, that if the terms of this Amendment conflict with the Redevelopment Plan, this Amendment shall control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Redevelopment Plan.

B. Purpose and Necessity of Amendment

Due to market demand, the opportunity to purchase additional land adjacent to the Project Site and other extraneous factors, Redeveloper wishes to expand the boundaries of the Project Site to include one additional buildable lot and single-family home as part of Phase One. Such addition will result in both additional costs and additional incremental ad valorem real estate taxes. As such, the City and Redeveloper intend to increase the TIF Indebtedness for Phase One by \$49,753, representing less than a 5% increase in the TIF Indebtedness for Phase One. As such, in compliance with the Act, this Amendment is necessary to ensure that the Redevelopment Plan reflects the updated construction plans and TIF Indebtedness for Phase One. Pursuant to Section 18-2115 of the Act, this Amendment is not a "substantial modification" of the Redevelopment Plan.

C. General Amendments

The following provisions shall generally amend the Redevelopment Plan (inclusive of exhibits) with respect to such coinciding terms therein, as applicable:

(1) The Redevelopment Project shall consist of the construction of approximately 64 single-family homes over the course of four phases (and sub-phases thereof).

(2) The total estimated costs of the Redevelopment Project are \$17,304,310.

(3) Phase One shall consist of the construction of approximately 25 single-family homes.

D. Amendment to Section I(2) of Redevelopment Plan

Section I(2) of the Redevelopment Plan shall amended and replaced in its entirety as follows:

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of four TIF bonds or notes (the "TIF Indebtedness") in the following principal amounts:

Phase One:	\$1,044,822
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

It is anticipate that the TIF Indebtedness will carry an interest rate of 8.0%. Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Plan contemplates that the number of bonds or notes, and principal amounts and interest rates associated thereto, may be increased or lowered. Notwithstanding the foregoing, the aggregate principal amount shall not exceed the total TIF-eligible costs incurred by Redeveloper, and the aggregate future value of all TIF Indebtedness shall not exceed \$4,650,212, in accordance with the amortization table provided in Exhibit "E". The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or bond resolution.

The total estimated cost of the Redevelopment Project is \$17,304,310 (for all four phases). Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors, and may be revised in the redevelopment contract for Phase Two and Phase Three.

E. Amendment to Exhibit "A-1" of Redevelopment Plan

Exhibit "A-1" of the Redevelopment Plan shall amended in its entirety and replaced by Exhibit "1", attached hereto and incorporated herein.

F. Amendment to Exhibit "C" of Redevelopment Plan

Exhibit "C" of the Redevelopment Plan shall amended in its entirety and replaced by Exhibit "2", attached hereto and incorporated herein.

G. Amendment to Exhibit "D" of Redevelopment Plan

Exhibit "D" of the Redevelopment Plan shall amended in its entirety and replaced by Exhibit "3", attached hereto and incorporated herein.

H. Amendment to Exhibit "E" of Redevelopment Plan

Exhibit "E" of the Redevelopment Plan shall amended in its entirety and replaced by Exhibit "4", attached hereto and incorporated herein.

I. Amendment to Exhibit "F" of Redevelopment Plan

“Notes” under Section 1 on Exhibit "F" shall be amended in their entirety as follows:

Notes:

- 1. The assessed value of the Project Site January 1, 2019 was \$260,997 (one lot with an assessed value of \$255,450, and one lot with assessed value of \$5,547).*
- 2. The Project Site will be re-platted into approximately 64 lots. The Project Site will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase 1 area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase 2 will have a base value of \$4,055. Notwithstanding the foregoing, one of the lots included as part of Phase One is a stand-alone tax parcel with a current assessed value and estimated base value of \$5,547.*
- 3. As represented by the base value in the amortization table in Exhibit “E”, Redeveloper anticipates the following base values:*

Phase 1

- Sub-Phase 1: 13 lots \$4,055 base value each; 1 lot at \$5,547*
- Sub-Phase 2: 7 lots \$4,055 base value each*
- Sub-Phase 3: 4 lots \$30,000 base value each*

Phase 2

- Sub-Phase 1: 10 lots \$4,055 base value each*
- Sub-Phase 2: 3 lots \$30,000 base value each*

Phase 3

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase 4

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

4. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

J. Headings

Headings of sections of this Amendment and the exhibits attached hereto are for convenience of reference only and do not form a part of the Redevelopment Plan and do not in any way modify the Redevelopment Plan except as otherwise provided in this Amendment.

Exhibit "1"

Amendment to Exhibit "A-1"

Legal Description:

Parcel 1

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

Parcel 2

A tract of land located in the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., City of Columbus, Platte County, Nebraska, more particularly described as follows:

Commencing at the southwest corner of the N 1/2 of the NW 1/4 of the SW 1/4, Section 15, T17N, R1E of the 6th P.M., Platte County, Nebraska, and assuming the west line of said N 1/2 of the NW 1/4 of the SW 1/4 to have a bearing of N 00°08'15" W; thence N 00°08'15" W, a distance of 120.07 feet, to the point of beginning; thence continuing N 00°08'15" W, on the west line of said N 1/2 of the NW 1/4 of the SW 1/4, a distance of 33.85 feet; thence N 88°19'54" E, a distance of 210.05 feet, to a point on the west line of Lot 2, Block A, Frontier Park Addition; thence S 00°08'08" E, on the west line of said Lot 2, a distance of 43.10 feet, to the northeast corner of Lot 1, Block A, Frontier Park Addition; thence N 89°08'42" W, on the north line of said Lot 1, a distance of 159.98 feet, to the northwest corner of said Lot 1; thence N 89°08'42" W, a distance of 50.00 feet, to the point of beginning; containing 0.19 acres, more or less.

* Subsequent to the approval of this Redevelopment Plan, the Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Depiction:

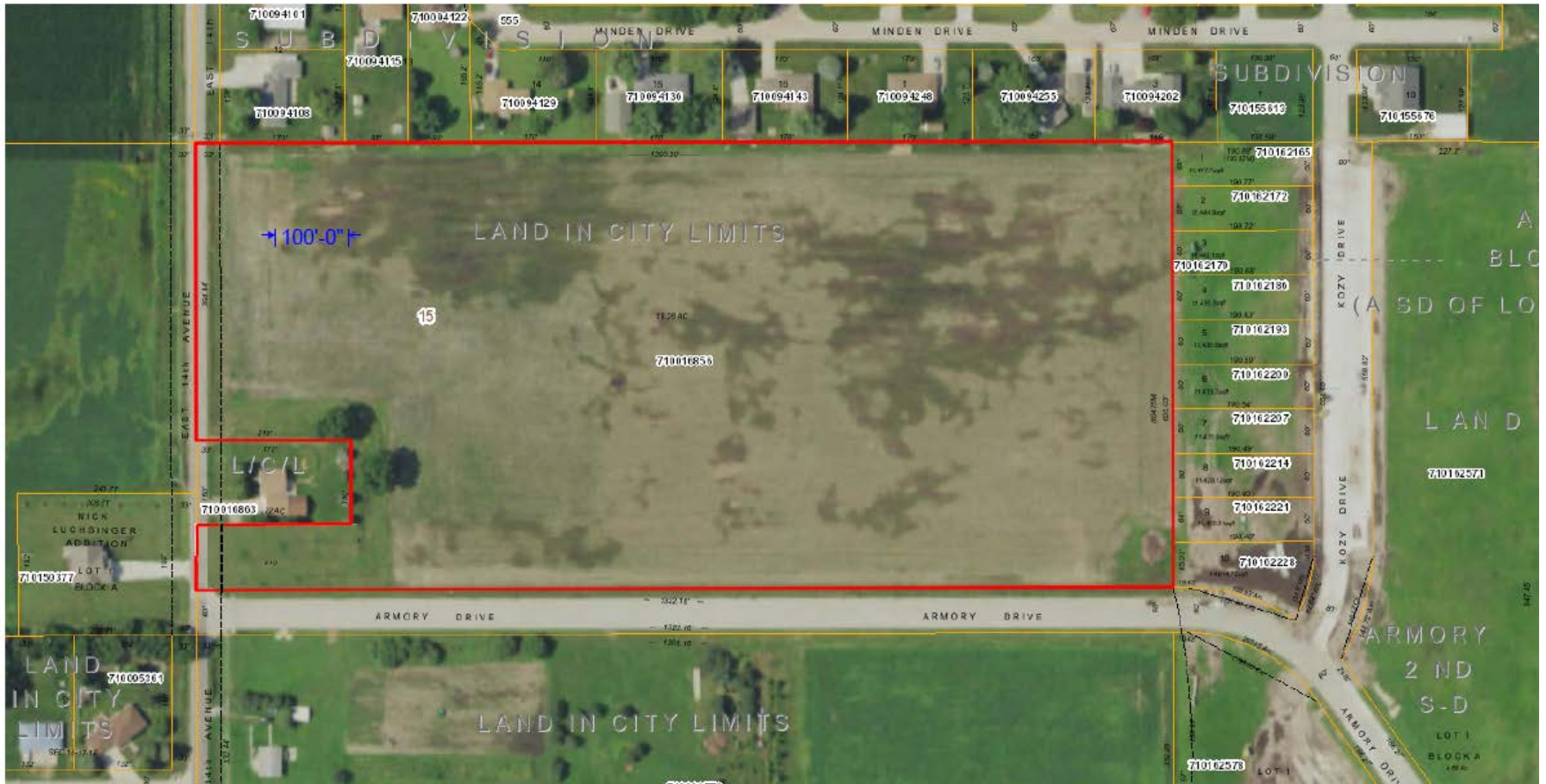


Exhibit "1"

Exhibit "2"

Amendment to Exhibit "C"

Site Plan
Frontier Park

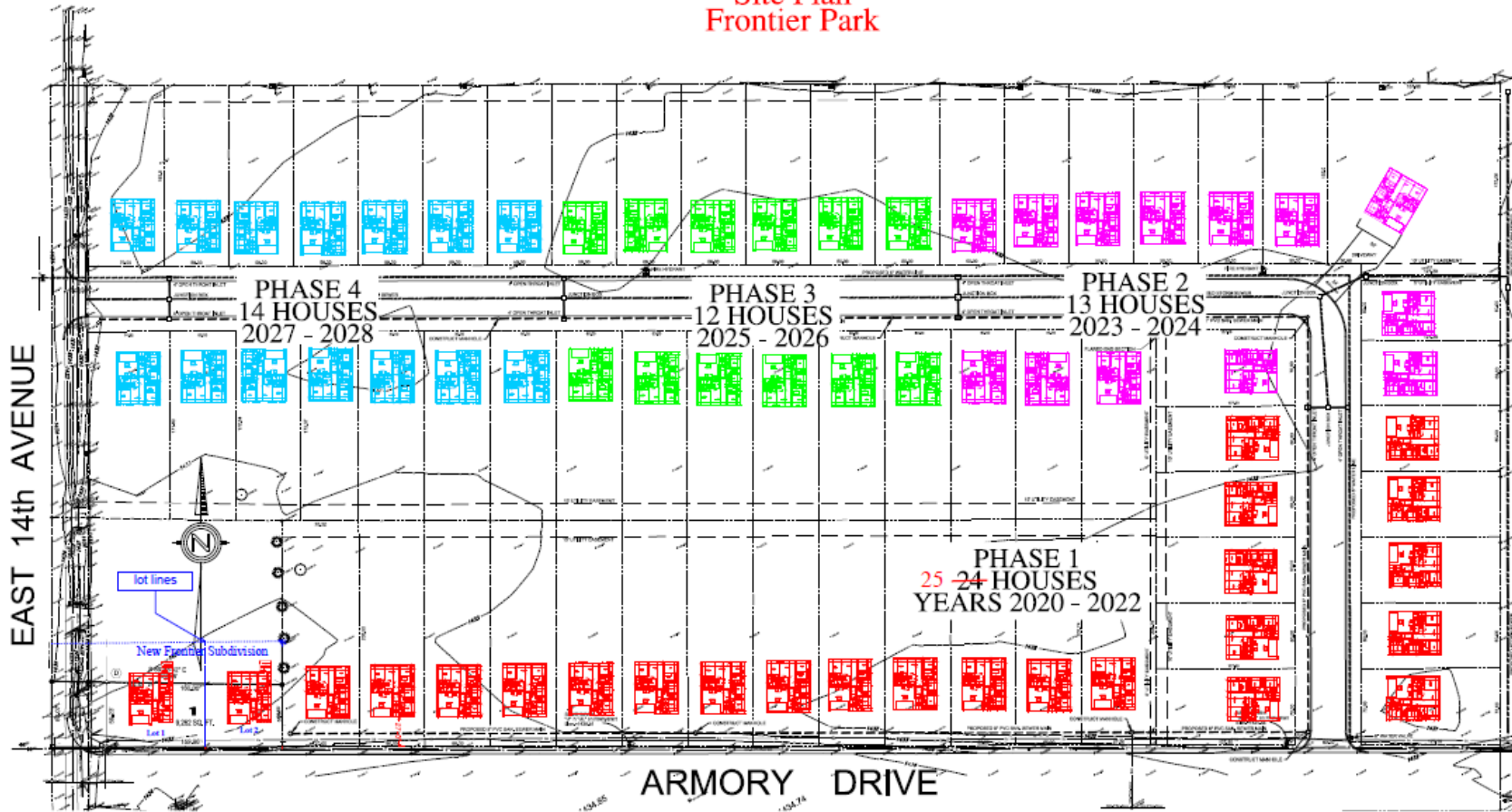


Exhibit "3"
Amendment to Exhibit "D"

Estimate of Construction Costs

PHASE 1:

Project Costs Estimate_Frontier Park Phase 1	
Land acquisition	\$239,500
Sewer	\$85,022
Water	\$48,080
Dewatering	\$20,000
Grading / Fill	\$162,500
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$50,000
Sidewalks	\$13,068
Paving Assessment East 14th Ave	\$17,422
Contingencies	\$90,303
Engineering / surveying / platting	\$37,000
Legal fees	\$5,000
City Legal Fees	\$18,000
Building Costs	\$5,520,000
TOTAL PHASE 1	\$6,568,235

PHASE 2:

Project Costs Estimate_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
Contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,990,000
TOTAL PHASE 2	\$3,598,692

PHASE 3:

Project Costs Estimate_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
Contingencies	\$54,394
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,760,000
TOTAL PHASE 3	\$3,337,837

PHASE 4:

Project Costs Estimate_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$30,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
Contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$3,220,000
TOTAL PHASE 4	\$3,799,546

COST TOTALS FOR ALL PHASES:

Phase One:	\$6,568,235
Phase Two:	\$3,598,692
Phase Three:	\$3,337,837
Phase Four:	\$3,799,546
Total:	\$17,304,310

* The above estimates are preliminary estimates and subject to change.

** For the project costs that will not be incurred immediately but will occur during subsequent phases, the numbers set forth above are estimated values based on 2020 pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of the work on later phases.

Exhibit "4"
Amendment to Exhibit "E"

Sources and Uses of TIF

PHASE 1 USES:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$239,500
Sewer	\$85,022
Water	\$48,080
Dewatering	\$20,000
Grading / Fill	\$162,500
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$31,500
Electrical Infrastructure	\$50,000
Sidewalks	\$13,068
Paving Assessment East 14th Ave	\$17,422
contingencies	\$90,303
Engineering / surveying / platting	\$37,000
Legal fees	\$5,000
City Legal Fees	\$18,000
TOTAL:	\$1,048,235

PHASE 2 USES:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
TOTAL:	\$608,692

PHASE 3 USES:

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$577,837

PHASE 4 USES:

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$569,246

* The above "Sources" are preliminary estimates based on 2020 pricing and are subject to change.

Exhibit "4"

SOURCES:

General Assumptions:

Base Value: \$4,055 (per lot) un-platted; \$30,000 (per lot) platted; one lot at \$5,547
Number of units: 64
Final Value: \$275,000 (per lot)
Tax Levy (2019): 1.893994
TIF Indebtedness: Phase One: \$1,044,822; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546
Interest Rate: 8.00%

Amortization:

Phase	1	2	3	4
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	25	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$206,647	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,875,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$130,212	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$126,268	\$65,238	\$60,598	\$69,878
Less 1% fee	\$125,005	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,875,075	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$1,044,822	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,813,022	\$968,790	\$899,880	\$968,520

* The above figures are estimates based upon the above assumptions and notes in Exhibit "F", and are subject to change.

**EXHIBIT "5"
REDEVELOPMENT PLAN**

**AMENDMENT TO THE REDEVELOPMENT PLAN FOR
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA

(THE FRONTIER PARK REDEVELOPMENT PROJECT)**

PREPARED MARCH, 2020

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

A. Introduction

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

On September 4, 2018, via Resolution No. R18-116, the Council adopted and approved a redevelopment plan (the “General Plan”) for the blighted and substandard community redevelopment area referred to as the Armory Neighborhood Area, a/k/a “Area 9” (referred to herein as the “Redevelopment Area”). The General Plan provides, inter alia, that “the City anticipates that it will amend [the General Plan] to set forth additional redevelopment projects [within the Redevelopment Area] in the future.”

This Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area to optimize the tax increment financing ("TIF") resources available for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions. This Redevelopment Plan contemplates the phased construction of approximately 63 single-family homes within the Redevelopment Area (such public and private improvements required therefrom are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 9," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is located east of East 14th Avenue between Armory Drive and Minden Drive in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City's comprehensive plan for development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The Comprehensive Plan recommends "contiguous growth of residential land use" throughout the neighborhood encompassing the Redevelopment Area.

Additionally, the "Envision Columbus 2040" comprehensive plan states that the City's "inadequate housing supply remains one of the City's greatest challenges." The "2017 City of Columbus Housing Study" noted the need for additional housing. The study included the following conclusions, among many other findings:

- The City must produce additional housing options across all price-points to enable movement in the market.
- Respondents indicated their strong desire for a variety of smaller housing options including small and mid-size single-family homes, townhomes, duplexes, apartments, and independent senior living opportunities.
- Many respondents expressed the desire for more quality housing units and for better property maintenance overall.

Redeveloper intends to develop the Project Site for the purpose of constructing single-family residences. The City's Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing. This Redevelopment Plan and the Redevelopment Project described herein further those goals and comply with the City's Comprehensive Plan for land use and development.

Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth an R-R (Rural Residential) designation for future use of the Redevelopment Area. The Redevelopment Project will require a zoning change to single-family residential, and such change shall supersede and control with respect to future use.

D. Redevelopment Project Overview

Redeveloper is the fee simple owner of the Project Site. The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue on a vacant parcel of land. The Redevelopment Project will consist of constructing approximately 63 single-family homes over the course of multiple phases/years, as described in further detail below. The typical house area, excluding basement, is 1,200 square feet to 1,450 square feet with 2-car garage. No

public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

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

"Phase One": Construction of approximately 24 single-family homes.

"Phase Two": Construction of approximately 13 single-family homes.

"Phase Three": Construction of approximately 12 single-family homes.

"Phase Four": Construction of approximately 14 single-family homes.

Each phase may be further divided into sub-phases based upon the rate of construction, such that the "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of Phase One will take approximately 30 months, and each subsequent phase will take approximately 18 months. However, the Redevelopment Project requires flexibility and may have more or less sub-phases over the course of additional years.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for all phases of the Redevelopment Project. Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site in the manner shown thereon.

E. Existing Conditions

1. Existing Land Use

The Project Site consists of vacant, undeveloped land.

2. Existing Zoning

The Project Site is currently zoned as R-R (Rural Residential).

3. Existing Public Improvements

Public access to the Project Site is currently non-existent. The Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

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

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

The Project Site will require additional public roadways, as there is currently not access to serve portions of the Project Site. As shown on the Exhibit "C" site plan, the development includes the construction of a through-street connecting to both Armory Drive and East 14th Avenue. Redeveloper will also construct sidewalks per the City's requirements. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect housing units. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project

Site. The anticipated public improvements (and costs related to the public improvements) for each of the four phases are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

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

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Redeveloper will properly plat the Redevelopment Project to accommodate the increase in population density and construct adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Redevelopment Project. The Redevelopment Project will comply with the City's applicable density requirements.

g. Land Coverage

Land coverage for the Project Site includes approximately 17.66 acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 63 single-family homes, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project will comply with all applicable land coverage ratios required by the City.

h. Parking

Each dwelling unit will include an attached two-car garage. No parking requirements apply to the Redevelopment Project.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-R (Rural Residential). The Redevelopment Project requires a change of zoning for the Project Site from R-R to R-1 (Single-Family

Residential. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

3. Private Improvements

Private improvements for the Redevelopment Project Area consist of the construction of approximately 63 single-family homes over the course of four phases (and sub-phases thereof). Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph D of this Redevelopment Plan details the anticipated phasing of the private improvements.

G. Project Costs

The total estimated costs of the Redevelopment Project are \$17,269,408 (for all four phases). The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2020 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Indebtedness (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, if necessary, provided there is no duplication of expenses.

The Redevelopment Project's construction schedule will depend on the rate that the residential dwelling units are sold, but based upon the current housing market and the need for housing in the City, Redeveloper anticipates that Phase One will be completed in approximately 30 months, and the subsequent phases will be completed in approximately 18 months; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over a number of additional years. Redeveloper intends to commence the subsequent phase of the Redevelopment Project as soon as the then-current phase is completed. Redeveloper anticipates the following construction schedule:

Phase One:

Construction start date: Upon TIF approval

Construction completion date: October 1, 2022

Phase Two:

Construction start date: March 1, 2023

Construction completion date: October 1, 2024

Phase Three:

Construction start date: March 1, 2025

Construction completion date: October 1, 2026

Phase Four:

Construction start date: March 1, 2027

Construction completion date: October 1, 2028

The anticipated start dates and completion dates for the four phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. Additional phases or sub-phases spanning a number of years beyond the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. Further, based upon the specific circumstances surrounding the Covid-19 pandemic ongoing at the time of this Redevelopment Plan, and the uncertainty stemming therefrom related to future market conditions and Redeveloper's ability to conduct normal day-to-day business, the construction start date for Phase One may be delayed until the 2022 calendar year in Redeveloper's sole and absolute discretion. Such delay would cause a commensurate delay in the subsequent phases, and such occurrence is specifically acknowledged and permitted in this Redevelopment Plan.

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

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied

upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase or sub-phase thereof will be determined in the manner that will be set forth in the redevelopment contract, or amendment thereof, and/or the resolution(s) authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases, and/or sub-phases thereof; and therefore the increment period for each phase or sub-phase thereof will be different. The Agency and Redeveloper anticipate the issuance of one TIF bond or note for each phase of the Redevelopment Project (i.e., four bonds or notes, total); provided that the Agency, in its discretion and upon the reasonable request of Redeveloper, may issue more or less TIF bonds or notes based upon the rate of construction.

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

1. Necessity of TIF

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

The Redevelopment Project as designed is not economically feasible without the use of TIF. The single-family lots are designed in anticipation of smaller single-family units with 2-car garages. Developments are generally tailored to the location of the property in conjunction with a target market that will find the location agreeable with their expectations. The Redeveloper's analysis of this location is that the market would respond best to homes priced on the moderate end of the new-construction spectrum, or approximately \$275,000. At a sale price of \$275,000, Redeveloper's return on investment would be slightly above 0% in relation to the \$17,269,408 total cost of the Redevelopment Project. Accordingly, without TIF, the cost of development plus house construction would far exceed the marketable price points for the properties. Thus, the Redevelopment Project as designed is not economically feasible and will not be constructed but for TIF.

Additionally, due to the significant public improvement costs, Redeveloper would not construct the Redevelopment Project without the use of TIF for all phases of the Redevelopment Project. Construction of Phase One is not feasible without the intent to complete all the phases, and the subsequent phases are not feasible without the use of TIF. Thus, the entire Redevelopment Project must be approved for TIF in order for any individual phase of the Redevelopment Project to proceed.

In accordance with the above representations of Redeveloper, the Redevelopment Project is not economically viable without the assistance of TIF and Redeveloper would not construct the Redevelopment Project without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of four TIF bonds or notes (the "TIF Indebtedness") in the following principal amounts:

Phase One:	\$995,069
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

It is anticipated that the TIF Indebtedness will carry an interest rate of 8.0%. Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Plan contemplates that the number of bonds or notes, and principal amounts and interest rates associated thereto, may be increased or lowered. Notwithstanding the foregoing, the aggregate principal amount shall not exceed the total TIF-eligible costs incurred by Redeveloper, and the aggregate future value of all TIF Indebtedness shall not exceed \$4,516,938, in accordance with the amortization table provided in Exhibit "E". The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or bond resolution.

The total estimated cost of the Redevelopment Project is \$17,269,408 (for all four phases). Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors, and may be revised in the redevelopment contract for Phase Two and Phase Three.

J. Cost-Benefit Analysis

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

Exhibits:

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

EXHIBIT "A"

Project Site and Existing Land Use

Depiction of Redevelopment Area (outlined in brown):

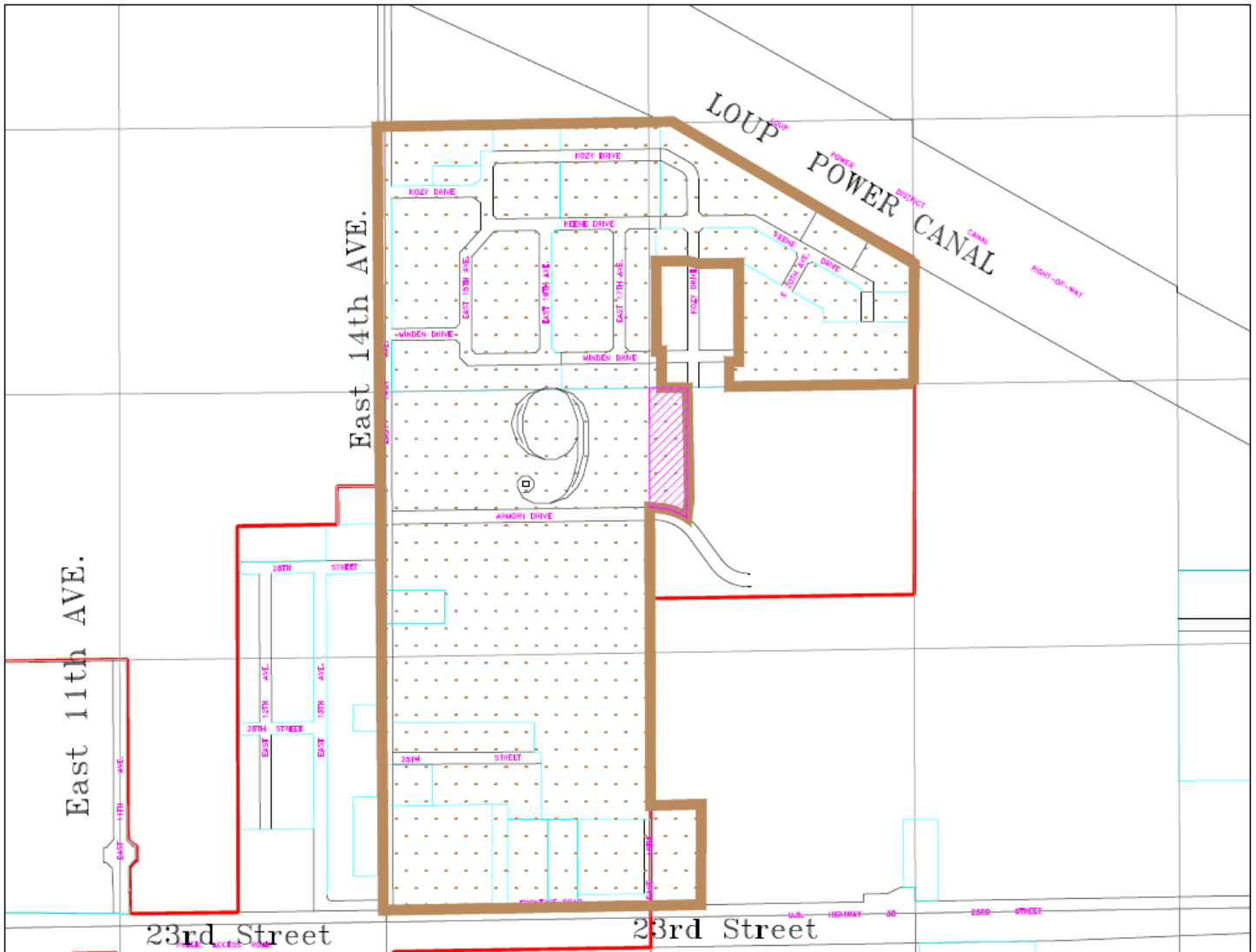


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:

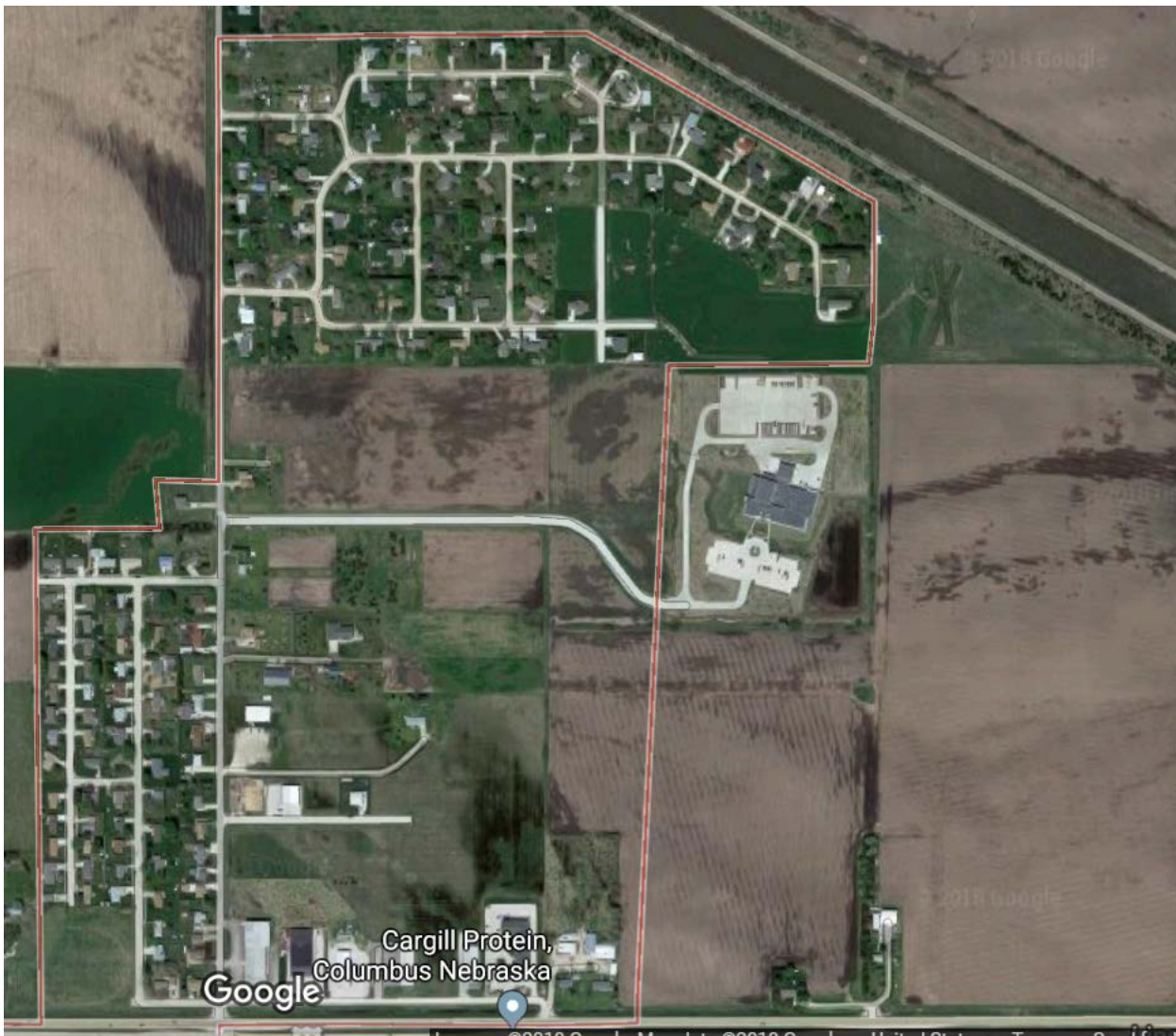


Exhibit "A"

EXHIBIT "A-1"

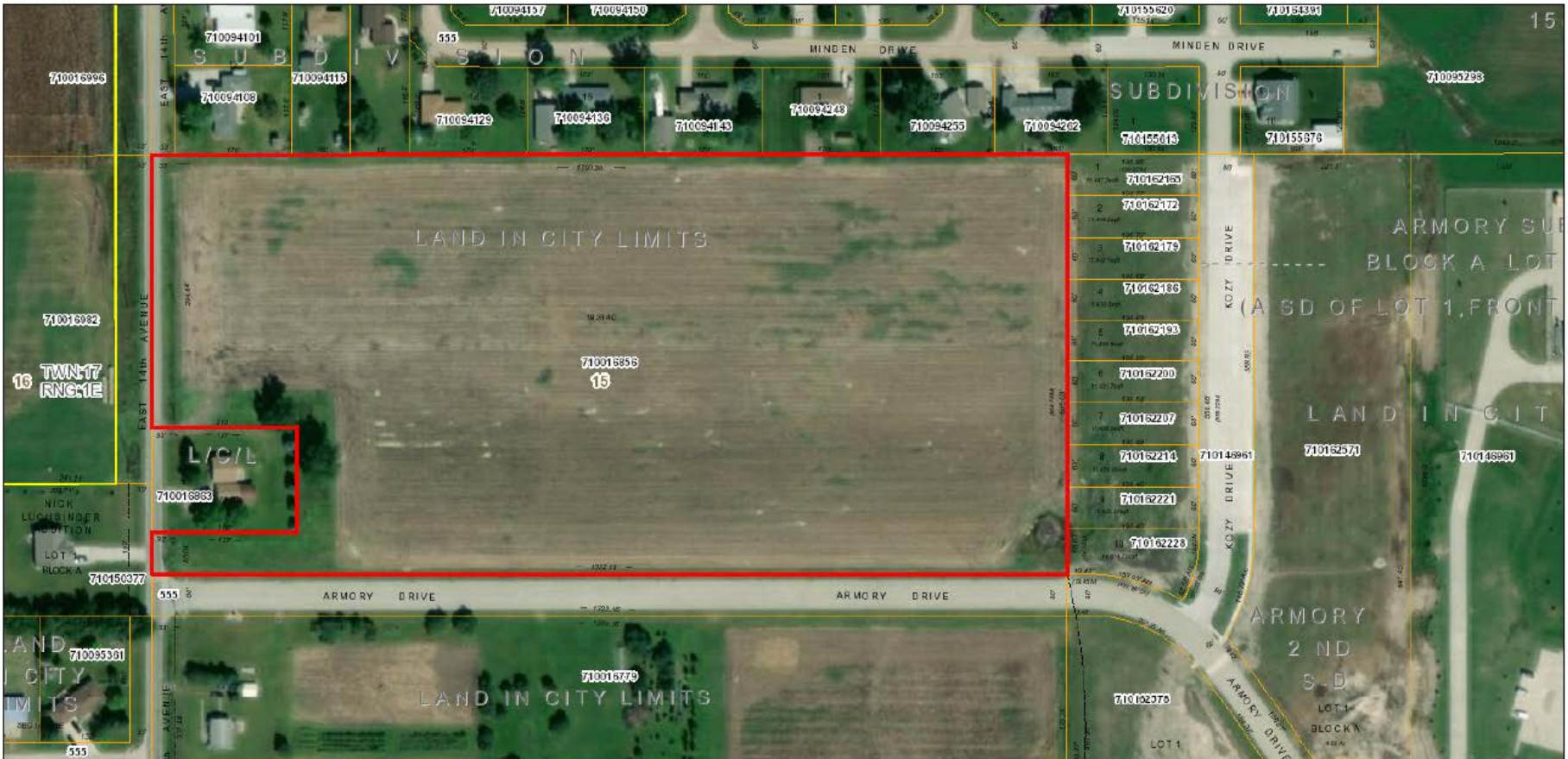
Project Site and Existing Land Use

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

* Subsequent to the approval of this Redevelopment Plan, the Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Depiction and Current Condition (outlined in red):

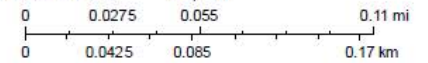


March 23, 2020

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.

1:2,257

- Lot Lines
- ▭ Columbus City Limits
- ▭ Parcels
- ▭ Townships
- ▭ Sections

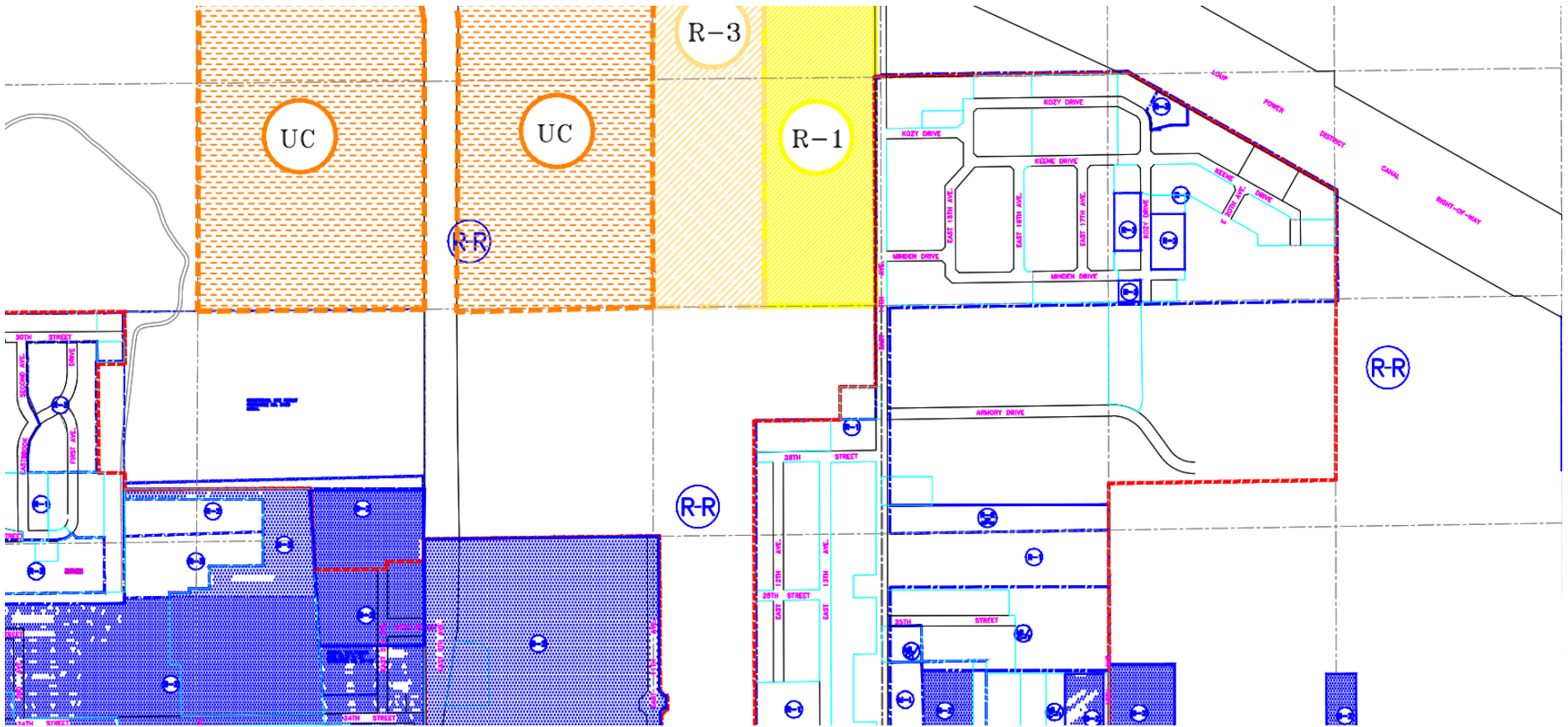


Platte County
gWorks.

Exhibit "A-1"

EXHIBIT "B"

Future Land Use Map

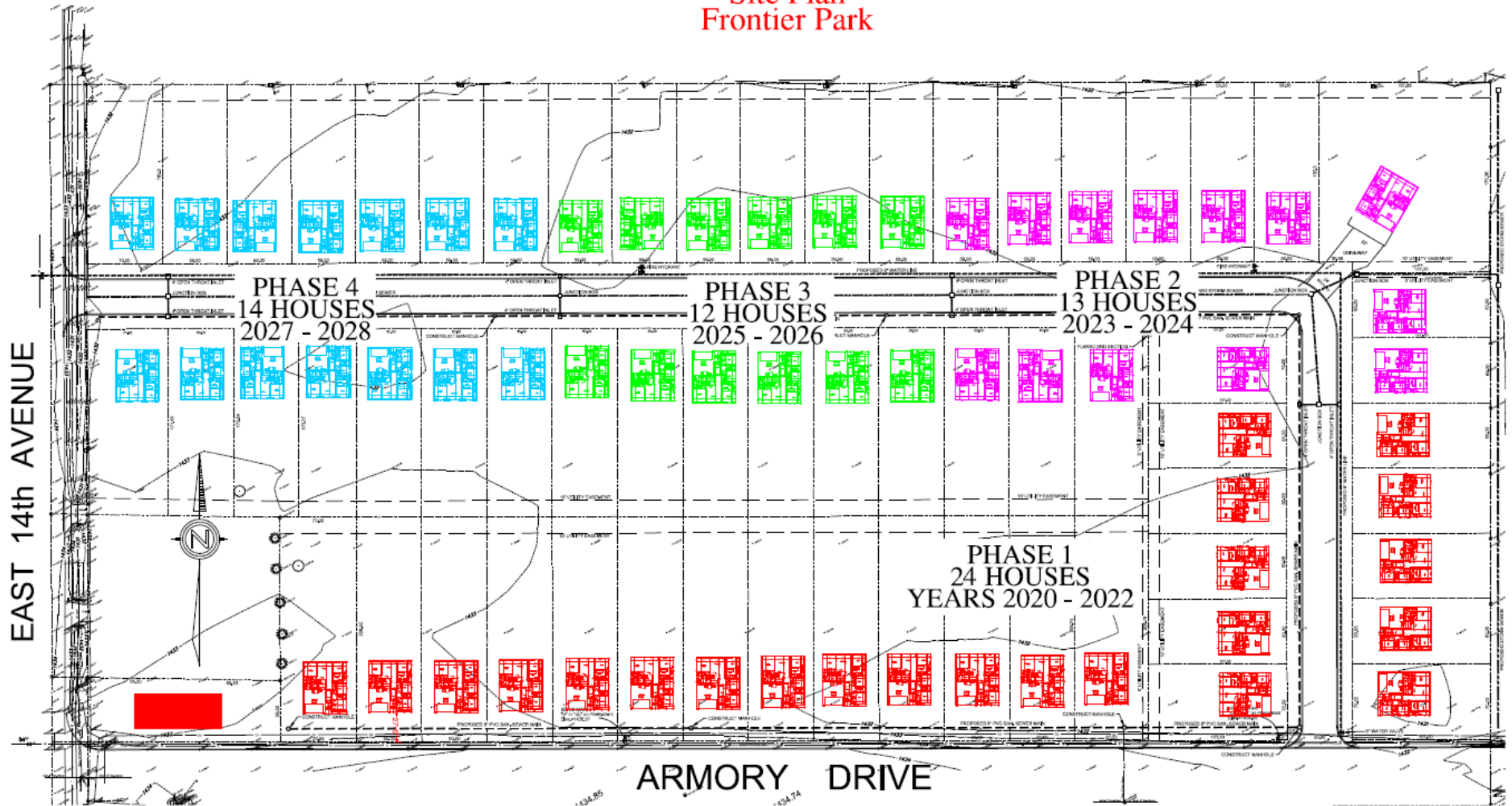


* Project Site designated as R-R (Rural Residential).

EXHIBIT "C"

Site Plan and Future Land Use

**Site Plan
Frontier Park**



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

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

PHASE 1:

Project Costs Estimate_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
Contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
Building Costs	\$5,520,000
TOTAL PHASE 1	\$6,533,333

PHASE 2:

Project Costs Estimate_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
Contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,990,000
TOTAL PHASE 2	\$3,598,692

PHASE 3:

Project Costs Estimate_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
Contingencies	\$54,394
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,760,000
TOTAL PHASE 3	\$3,337,837

PHASE 4:

Project Costs Estimate_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$30,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
Contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$3,220,000
TOTAL PHASE 4	\$3,799,546

COST TOTALS FOR ALL PHASES:

Phase One:	\$6,533,333
Phase Two:	\$3,598,692
Phase Three:	\$3,337,837
Phase Four:	\$3,799,546
Total:	\$17,269,408

* The above estimates are preliminary estimates and subject to change.

** For the project costs that will not be incurred immediately but will occur during subsequent phases, the numbers set forth above are estimated values based on 2020 pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of the work on later phases.

EXHIBIT "E"

Sources and Uses of TIF

PHASE 1 USES:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
TOTAL:	\$1,013,333

PHASE 2 USES:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
TOTAL:	\$608,692

PHASE 3 USES:

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$577,837

PHASE 4 USES:

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
TOTAL:	\$569,246

* The above "Sources" are preliminary estimates based on 2020 pricing and are subject to change.

Exhibit "E"

SOURCES:

General Assumptions:

Base Value: \$4,055 (per lot) un-platted; \$30,000 (per lot) platted
 Number of units: 63
 Final Value: \$275,000 (per lot)
 Tax Levy (2019): 1.893994
 TIF Indebtedness: Phase One: \$995,069; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546
 Interest Rate: 8.00%

Amortization:

Phase	1	2	3	4
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	24	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$201,100	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,600,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$125,003	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$121,194	\$65,238	\$60,598	\$69,878
Less 1% fee	\$119,822	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,797,330	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$995,069	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,679,748	\$968,790	\$899,880	\$968,520

* The above figures are estimates based upon the above assumptions and notes in Exhibit "F", and are subject to change.

EXHIBIT "F"

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

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

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

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

Notes:

- 1. The assessed value of the Project Site January 1, 2019 was \$255,450.*
- 2. The Project Site will be re-platted into 63 lots. The Project Site will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase 1 area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase 2 will have a base value of \$4,055.*
- 3. As represented by the base value in the amortization table in Exhibit "E", Redeveloper anticipates the following base values:*

Phase 1

- Sub-Phase 1: 13 lots \$4,055 base value each*
- Sub-Phase 2: 7 lots \$4,055 base value each*
- Sub-Phase 3: 4 lots \$30,000 base value each*

Phase 2

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 3 lots \$30,000 base value each

Phase 3

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase 4

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

4. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires extensive public infrastructure installation. The Project Site will require additional public roadways, as there is currently not access to serve the Project Site. The Redevelopment Project will include a through-street providing access to the Project Site from Armory Road and East 14th Avenue, and such costs are not included as part of the Redevelopment Project. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation be paid for by the Redeveloper with such cost to be reimbursed by TIF. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

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

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment

Project should generate immediate tax growth for the City. The Redevelopment Project and new residences therein will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that any employers will be located within the Project Site. However, the Redevelopment Project is anticipated to provide needed additional housing for employees of businesses in the area. The construction of approximately 63 additional housing units should generate a new pool of employees for employers of such businesses. TIF will allow these houses to be priced within the “missing middle” housing price range. Accordingly, the Redevelopment Project is not anticipated to have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

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

The Redevelopment Project should have a material positive impact on private sector businesses and citizens outside the boundaries of the Project Site. The Redevelopment Project will involve installation of public utilities, and the use of TIF should defray the costs of these and other public improvements that would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Redevelopment Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the housing units constructed as part of the project should increase the need for services and products from existing businesses, such as household products and general consumer services. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

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

The increase of population density within the Project Site will naturally result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF indebtedness. The school district has received state aid to education in the past. Part of the

school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

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

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

20. ORDINANCES ON FIRST READING

- A. Ordinance No. 20-26 receiving certification of election results for issuance of bonds in principal amount not to exceed \$10,000,000, for costs of constructing a community building to include: library, children's museum, art gallery, and community room and apply funds from existing one-half of one percent sales and use tax for payment of bonds.

ORDINANCE NO. 20- 26

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, RECEIVING THE REPORT OF THE ELECTION COMMISSIONER OF PLATTE COUNTY, NEBRASKA, FINDING THE ELECTION RESULTS FOR THE GENERAL ELECTION HELD NOVEMBER 3, 2020, ON THE PROPOSITION OF THE ISSUANCE OF BONDS IN THE STATED PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000), TO PROVIDE FUNDS TO PAY COSTS OF CONSTRUCTING A COMMUNITY BUILDING; SAID BONDS TO BEAR INTEREST AT SUCH RATE OR RATES AND BECOME DUE AT SUCH TIME OR TIMES AS MAY BE DETERMINED BY THE MAYOR AND COUNCIL; AND PLEDGING SALES TAX COLLECTIONS FROM THE CITY'S EXISTING ONE-HALF OF ONE PERCENT (0.50%), SALES AND USE TAX APPROVED BY THE CITY'S ELECTORS ON MAY 10, 2016, LEVIED UPON THE SAME TRANSACTION WITHIN THE CITY OF COLUMBUS, ON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX, AND APPLY SUCH PORTION OF ONE-HALF OF ONE PERCENT SALES AND USE TAX AS IS NECESSARY FOR PAYMENT OF PRINCIPAL AND INTEREST OF SAID BONDS.

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska, on August 17, 2020, passed Resolution No. R20-84 directing there to be placed upon the ballot at the November 3, 2020, statewide general election, the following proposition:

“Shall the City of Columbus, Nebraska, issue bonds in the stated principal amount not to exceed Ten Million Dollars (\$10,000,000), to provided funds to pay costs of constructing a community building to include: library, children’s museum, art gallery, and community room; said bonds to bear interest at such rate or rates and become due at such time or times as may be determined or directed by the Mayor and Council; and,

“Shall the City of Columbus, Nebraska, for the payment of said bonds, apply funds from the EXISTING one-half of one percent (0.50%), sales and use tax as approved on May 10, 2016, for funding such project?”

WHEREAS, the above-referred to resolution was submitted to the qualified electors at the statewide general election on November 3, 2020, at which time a majority of the qualified electors approved such.

WHEREAS, at said primary election, the report of the Platte County Election Commissioner finds that the ballot question was submitted as set out in the above referenced Notice of Election, and in compliance with statutes governing the holding and conduct of municipal elections and that the result of the votes cast was the passage of the proposition as herein set forth:

FOR said bonds and application of said sales and use tax	5,947
AGAINST said bonds and application of said sales and use tax	3,729

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus shall issue bonds in the stated principal amount not to exceed Ten Million Dollars (\$10,000,000), to provide funds to pay costs of constructing a community building to include: library, children's museum, art gallery, and community room, said bonds to bear interest at such rate or rates and become due at such time or times as may be determined or directed by the mayor and council; and, shall, for the payment of said bonds, apply funds from the existing one-half of one percent (0.50%), sales and use tax as approved on May 10, 2016, for funding such project.

BE IT FURTHER RESOLVED that the city clerk is hereby authorized and directed to submit a certified copy of this ordinance to the state tax commissioner, to be accompanied with a certified map of the city.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
Special Bond Election	Yes	5,947
City of Columbus	No	3,729

Witness my hand and official seal this 18th day of November, 2020.



Platte County Election Commissioner

FILED

NOV 28 2020

**CITY CLERK
COLUMBUS NEBR.**

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council – Ward 4	Natasha Gonzalez	774
City Council – Ward 4	John Lohr	1,357

Witness my hand and official seal this 18th day of November, 2020.



Platte County Election Commissioner



FILED

NOV 23 2020

**CITY CLERK
COLUMBUS NEBR.**

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council – Ward 3	Ron Schilling	1,484
City Council – Ward 3	Scott Ackman	1,345

Witness my hand and official seal this 18th day of November, 2020.



Platte County Election Commissioner



FILED

NOV 23 2020

**CITY CLERK
COLUMBUS, NEBR.**

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council – Ward 2	Troy G. Hiemer	1,729

Witness my hand and official seal this 18th day of November, 2020.



Connie F. DeWitt

Platte County Election Commissioner

FILED

NOV 23 2020

**CITY CLERK
COLUMBUS, NEBR.**

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council – Ward 1	Charlie Bahr	1,965

Witness my hand and official seal this 18th day of November, 2020.



Platte County Election Commissioner

FILED

NOV 23 2020

CITY CLERK
COLUMBUS NEBR.

State of Nebraska County of Platte

To: Janelle Kline, Columbus City Clerk

I, the undersigned, being the Election Commissioner of Platte County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 3, 2020, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Mayor	Jim Bulkey	8,269

Witness my hand and official seal this 18th day of November, 2020.


Platte County Election Commissioner



- B. Ordinance No. 20-27 amending Section 91.01 of Chapter 91 of Title IX of Ordinance No. 05-47 (Columbus City Code) adopting limited applications of 2018 International Fire Code. (Planning Commission recommends approval.)

ORDINANCE NO. 20- 27

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 91.01 OF CHAPTER 91 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO PROVIDE FOR THE ADOPTION AND COMPLIANCE WITH THE 2018 INTERNATIONAL FIRE CODE AS RECOMMENDED BY THE INTERNATIONAL CODE COUNCIL AND REGULATIONS PROMULGATED BY THE NEBRASKA STATE FIRE MARSHALL AND GOVERNING SAFETY TO LIFE FROM FIRE AND LIKE EMERGENCIES IN BUILDINGS AND STRUCTURES AND GENERAL FIRE PREVENTION; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, to adopt the 2018 International Fire Code and in furtherance thereof to amend Section 91.01 of Chapter 91 of Title IX of Ordinance No. 05-47 (Columbus City Code) as follows:

SECTION 1. That Section 91.01 of Chapter 91 of Title IX of Ordinance No. 05-47 (Columbus City Code), is hereby amended to read as follows:

91.01 ADOPTION OF 2018 INTERNATIONAL FIRE CODE:

There are hereby adopted for the purpose of regulating and governing conditions hazardous to life and property and establishing standards, rules and regulations to protect life and property from fire within the City, certain fire prevention codes known as the "International Fire Code, 2018 Edition," as recommended by the International Code Council, and "Regulations Promulgated by State Fire Marshall Governing Safety to Life from Fire and Like Emergencies in Buildings and Structures; and General Fire Prevention," one (1) printed copy of which, in book form has been and is now filed in the office of the City Clerk of the City and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set out and spread forth at length herein and from the date in which this chapter shall take effect, the provisions thereof shall control, regulate and govern conditions hazardous to life and property from fire within the City.

Amendments:

All the provisions of the 2018 International Fire Code are hereby deleted except the following Sections.

Section 503 Fire Apparatus Access Roads Applies - Only where such access roads are not covered by the Nebraska State Fire Marshal's office.
Section 506 Key Boxes.

SECTION 2. This Ordinance shall repeal all ordinances or portions thereof in conflict herewith.

SECTION 3. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

AKy

CITY ATTORNEY

- C. Ordinance No. 20-28 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting 2018 Uniform Plumbing Code. (Planning Commission recommends approval.)

ORDINANCE NO. 20- 28

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 UNIFORM PLUMBING CODE; ADOPTING AMENDMENT TO THE 2018 UNIFORM PLUMBING CODE; ADOPTING ADDITIONS TO THE 2018 PLUMBING CODE; AMENDING THE BOND CONDITIONS; AMENDING THE REQUIREMENTS FOR INSTALLATION OF PLUMBING OWNER; AMENDING THE REQUIREMENTS FOR TAPPING SUMP PUMP DISCHARGE PIPE INTO STORM SEWERS; AMENDING PLUMBING REGULATIONS ON TESTS; AMENDING SECTION ON DISCHARGING FLUIDS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA to adopt the 2018 Uniform Plumbing Code and in furtherance thereof to amend the City Code as follows:

Section 1. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.045, is hereby amended to read as follows:

150.045 ADOPTION OF PLUMBING CODE. It is hereby adopted for the purposes of establishing rules and regulations for the protection of public health and safety and for the qualification and registration of persons engaged in the business of plumbing or laboring at the trade of plumbing; and for the installation or alteration of plumbing and drainage systems; creating an administrative office; defining various terms; establishing minimum regulations for the installation, alteration or repair of plumbing and drainage systems and the inspection thereof; providing for penalties for violation of that certain plumbing code known as the Uniform Plumbing Code, 2012 Edition, as sponsored by the International Association of Plumbing and Mechanical Officials. One printed copy of said code has been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth at length herein, from the date on which this section shall take effect and provisions thereof shall be controlling as to any buildings or structures within the corporate limits of the City or within the extraterritorial jurisdiction of the City.

Section 2. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.046, is hereby amended to read as follows:

150.46 AMENDMENTS TO CODE.

Section 103.1 of the 2018 Uniform Plumbing Code is hereby amended to add the following sentence. The authority having jurisdiction shall be the Plumbing Inspector or his authorized representative.

Sections 106.3 of the 2018 Uniform Plumbing Code is hereby amended to read as follows: VIOLATION AND PENALTIES: Any person, firm or corporation violating any provisions of this Code shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not to exceed one hundred dollars (\$100.00) or by imprisonment in the County Jail for a period not to exceed thirty (30) days or by both such fine and imprisonment. Each separate day, or any portion thereof, during which any violation of this Code occurs or continues shall be deemed to constitute a separate offense and upon conviction thereof shall be punishable as herein provided.

The issuance or granting of a permit or approval of plans and specifications shall not be deemed or construed to be a permit for, or an approval of, any violation of any of the provisions of this Code. No permit presuming to give authority to violate or cancel provisions of this Code shall be valid, except insofar as the work or use which is authorized is lawful.

The issuance or granting of a permit or approval of plans shall not prevent the administrative authority from thereafter requiring the correction of errors in such plans and specifications or from preventing construction and operation being carried on thereunder when violation of this Code or any other ordinance or from revoking any certificate of approval when issued in error.

Section 103.3 of the 2018 Uniform Plumbing Code is hereby amended to read as follows:

Issuance of Certificate of Qualification and Registration: The Building Department shall issue Certificates of Qualification for Licensing and or Registration pursuant to the following provisions:

(a) Master Plumber's Certificates of Qualification or Registration shall be issued to every person who makes application for such certificate, pays the required fee and successfully passes the examination conducted through the Uniform Plumbing Code provided, however, that in lieu of an examination, the Building Department may issue such a certificate to any person who makes application therefor, pays the required fee and possesses and presents to the Building Department, a valid Certificate of Qualification or Registration issued to him by any other governmental agency giving an examination the scope and character of which, in the opinion of the Building Department, is at least equal to that given by the Uniform Plumbing Code

(b) Journeyman Plumber's Certificate of Qualification or

Registrations shall be issued to every person who makes application for such certificate, pays the required fee and successfully passes an examination conducted through the Uniform Plumbing Code provided, however, that the Building Department may issue such a certificate to any person who makes application therefor, pays the required fee and presents a valid Journeyman Plumber's Certificate of Qualification or Registration issued to him by any other governmental agency giving an examination, the scope and character of which in the opinion of the Building Department, is at least equal to that given by the Uniform Plumbing Code.

(c) JOURNEYMAN PLUMBER: "Journeyman Plumber" is hereby defined to be any licensed plumber employed by a Master Plumber, other than a plumber's apprentice or helper, who as his principal occupation is engaged in the practical installation, alteration, repair or removal of plumbing.

(d) MASTER PLUMBER: "Master Plumber" is hereby defined to be any person skilled in the planning, superintending and practical installation of plumbing and drainage and who is familiar with the ordinances and regulations governing the same, and who is engaged as a contractor in the installation, repair, alteration or removal of plumbing or drainage with the full responsibility of supervision, whether doing such work by himself or employing journeyman plumbers and apprentices to assist him. Said term "Master Plumber" shall include every person doing work of any character connected with the installation, removal or drainage of buildings or property and all other plumbing, other than journeyman plumbers or plumber's apprentices or helpers, as defined in this Ordinance. Only one Master Plumber's License shall be issued to a person, but should a person be employed by several different businesses, each business shall be required to execute a bond along with the licensee who is employed by such business.

EXPIRATION OF CERTIFICATES OF QUALIFICATION OR REGISTRATION.

Every Certificate of Qualification or Registration shall remain in force and effect until its expiration date unless canceled or revoked.

(a) Plumbing Contractor's Certificates of Qualification or Registration shall expire on April 30 of each year.

(b) Journeyman Plumber's Certificates of Qualification or Registration shall expire on April 30 of each year.

REGISTRATION FEE: Every person applying for a

Plumber's Certificate of Qualification, Registration or Renewal, shall pay to the City Clerk at the time he or she makes application, those fees as established by resolution of the City of Columbus. All certificates of Qualification or Registration, except certificates that have been canceled or revoked, may be renewed from year to year upon request and payment of the required renewal fee. No certificates shall be renewed more than ninety (90) days after the expiration of such certificate.

- (A) Chapter 13: Health Care Facilities and Medical Gas and Vacuum Systems is hereby deleted.

Section 3. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.047, is hereby amended to read as follows:

150.047 ADDITIONS TO CODE.

1. All new housing shall be piped for soft water.
2. ABS or PVC piping in buildings over two stories must have an expansion sleeve.
3. ABS or PVC may be used for residential and commercial construction. Schedule 40 is required for commercial drain, waste and venting. Schedule 40 is required under residential slabs, above residential slabs drain, waste and vent piping shall be permitted to be either Schedule 30 or Schedule 40.
4. All residential building sewers shall be four inches or larger Schedule 40 ABS or PVC.
5. ABS or PVC Schedule 40 pipe may be used under parkways, streets and commercial building sewers. In addition, piping listed by IAPMO (International Association of Plumbing and Mechanical Officials) and approved by the Plumbing Inspector.

Section 4. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.048, is hereby amended to read as follows:

150.048 BOND CONDITIONS.

Every Master Plumber shall provide a personal surety bond in the sum as set by resolution signed by one or more sufficient sureties or a bond in like amount of some approved corporate surety company doing business in the City, conditioned that the licensee shall indemnify and hold harmless the City of Columbus from all accidents, damage, liability, claims, judgment, costs or expenses caused by any negligence arising from the failure to protect the plumbing license in connecting the places prepared to receive water or sewer services arising out of furnishing defective material or from failure to execute and perform any plumbing work done by a licensee or by others under

a supervisor during the period of the plumber's license; and that applicant for a license will be governed by the rules and requirements herein provided or that hereafter be prescribed and adopted by the City during the period of the license with reference to plumbing work to the satisfaction of the Plumbing Inspector. The obligee of the bond shall be the City of Columbus. An action may be maintained thereon by anyone injured by a breach of its conditions for a period of one year after the completion of any plumbing works. All bonds tendered by a plumber shall be approved in writing as to form and substance by the City Attorney.

Section 5. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.049, is hereby amended to read as follows:

150.049 INSTALLATION OF PLUMBING BY OWNER.

(A) All plumbing installed by the owner shall comply with the requirements of this Code and in such event, the word "owner" shall be substituted for the word "plumber" throughout, provided that the owner shall:

- (1) Apply for and secure a permit;
- (2) Pay required fees, plus a registration fee as set by resolution;
- (3) Do the work in accordance with this chapter;
- (4) Apply for inspections;
- (5) Receive approval of the Plumbing Inspector or Building Inspector; and
- (6) All City water and sewer mains must be tapped by journeymen or master plumbers.

(B) Personal installation (other than master plumber) shall be by the owner for the owner and in the owner's own home without compensation or pay from any other person for such labor or installation. The owner exercising this privilege shall not set himself or herself up as a master plumber nor shall the owner employ journeyman plumbers. All other plumbing work must be completed by a licensed plumbing contractor or their licensed journey plumbers with help from register apprentices.

Section 6. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.050, is hereby amended to read as follows:

150.050 REQUIREMENTS FOR TAPPING SUMP PUMP DISCHARGE PIPE INTO STORM SEWERS.

Storm sewers may be tapped to insert sump pump discharge pipe from foundation drains or floor drains upon the following requirements being met by the applicant.

- (A) The applicant shall contact the Street Superintendent or Street Supervisor in

writing to determine the location of the storm sewer.

(B) The hole cut into the storm sewer pipe shall not be larger than one inch in diameter larger than the pipe to be installed. The storm sewer shall be tapped as close as possible to the top of the storm sewer pipe.

(C) The discharge pipe shall be Schedule 40 PVC at the point of connection and across public property.

(D) The discharge pipe shall be grouted in place and the storm sewer and discharge pipe shall be left uncovered until inspection by the Street Superintendent or Street Supervisor.

(E) All cuts across public road(s) shall require an excavation permit to be obtained by application.

(F) Pipes across and under public roads shall have a minimum of one foot of dirt and soil cover on the top of the pipe.

(G) the discharge pump shall be equipped with a check valve or backflow preventor.

Section 7. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.051, is hereby amended to read as follows:

150.051 PLUMBING REGULATIONS ON TESTS.

Plumbing regulations on tests are:

(A) Three years as apprentice before taking journeyman test.

(B) Three years as a journeyman before taking the master test.

(C) Cost to take both the journeyman and master exam is set and paid to the testing center by the applicant.

(B) Qualified applicants must be approved by the Community Development Director or Plumbing Inspector.

(C) The tests shall be based on the adopted Uniform Plumbing Code, administered by IAPMO and taken at approved testing centers.

Section 8. That Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code), Section 150.052, is hereby amended to read as follows:

150.052 DISCHARGING FLUIDS.

Any discharge of storm water, groundwater, pond overflow, well water or water from residential, industrial or commercial air conditioning systems from a sump pump

system shall discharge onto the resident's own property or City street. In no event shall any outlet from a sump pump system discharge water onto another person's property or in a manner as to cause it to go upon another person's property or allow it to discharge into the City's sanitary sewer system. The discharge from a sump pump shall not be cut into the curb or gutter on any street or alley without first obtaining written approval by the Community Development Director. Any alternation of a curb or gutter without written approval will result in the City repairing the curb or gutter to its original condition and assessing the associated cost against the property owner. The discharge line from the sump pump shall be of rigid construction, without valves or quick connectors for altering the path of the discharge. It shall be unlawful for any person to allow any other fluids to flow into or upon any public thoroughfare from that person's home, property or from any vehicle or vessel. Under no circumstances will sanitary sewer-contaminated water be permitted to discharge to the City street.

Section 9. This ordinance shall repeal all other ordinances in conflict with the provisions of this ordinance.

Section 10. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

D. Ordinance No. 20-29 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting 2018 International Residential Code. (Planning Commission recommends approval.)

ORDINANCE NO. 20- 29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 INTERNATIONAL RESIDENTIAL CODE; ADOPTING AMENDMENTS TO SAID CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, to adopt the 2018 International Residential Code and in furtherance thereof to amend Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) as follows:

Section 1. That Section 150.105 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.105 ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE: It is hereby adopted for the purposes of establishing rules and regulations governing the erection, construction, enlargement, alteration, moving, removal, conversion, demolition, occupancy, equipment, repair, height and area of detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress within the jurisdiction, including permits, and providing penalties for the violation thereof that certain building code known as the International Residential Code, 2018 Edition, one copy of which has been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth at length herein, from the date on which this section shall take effect and provisions thereof shall be controlling and the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area of detached one and two-family dwellings and multiple single-family dwelling (townhouses) not more than three stories in height with separate means of egress within the City or within the extraterritorial jurisdiction of the City.

Section 2. Section 150.106 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.106 AMENDMENTS TO THE 2018 INTERNATIONAL RESIDENTIAL CODE

Section R101.1 Title. insert (City of Columbus, NE)

Section R101.2 Exception 5 is hereby amended to read as follows: A care facility for 12 or fewer persons receiving care that are within a single-family dwelling.

Section R105 Permits. Delete the Electrical, Gas, Mechanical and Plumbing provisions.

R105.2 Building: #1 is hereby amended to read as follows: One story detached accessory structures provided the floor area does not exceed 120 square feet

and the structure is not located within the Floodway or Flood Plain in violation of the Unified Land Development ordinance.

Section R105.2 Building #2) is hereby deleted.

Section R105.10 Building: 10 is hereby deleted.

Section R105.2 Electrical, Gas, Mechanical and Plumbing provisions are hereby deleted.

Section R105.5 is hereby amended to read as follows. Expiration. 1. If the work described in any building permit has not been completed started with 180 days of issuance thereof, said permit shall expire: It shall be cancelled by the building official; and written notice given to the persons affected.

2. If the work described in any building permit has not been completed within two years from the date of issuance thereof: said permit shall expire and be cancelled by the building official, and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new permit has been obtained.

3. The expiration date of a permit may be established for a period longer than two years if established at the time that such permit is issued by the City. The building official may at his/her discretion extend the expiration period of the building permit.

Section R108.2 is hereby amended to read as follows: Schedule of Permit Fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. In addition, a plan review fee equal to ten percent of the building permit shall be paid for plan review.

Section R108.3 is hereby amended to read as follows: Building Permit Valuations. Building permit valuations shall include the total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. The building official is authorized to set the valuation in accordance with the most current ICC Building Valuation Data on applications as a minimum valuation when deemed necessary.

Section R113.4 is hereby amended to read as follows: Violation Penalties. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor and the person shall be deemed guilty of a separate offense for each and everyday or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted and upon conviction shall be punishable by a fine of not more than thirty days or by both fine and imprisonment.

Whenever the Building Official is satisfied that any provisions of this Code have been violated, are about to be violated or that any order, or direction made pursuant to this Code has not been carried out or is being disregarded, he may apply to the City Council and request that it order civil proceedings to be instituted. Any civil proceedings, when instituted by

the City Attorney at the direction of the City Council shall be brought in the name of the City of Columbus. Nothing in this Section and no action taken thereunder will exclude any other proceedings authorized by this Code or any other law or ordinance in force or to exempt any person violating this Code or any of the laws from any penalty which might be incurred.

(G) Table R301.2(1) of the 2018 International Residential Code is hereby amended to read as follows:

TABLE R301.2(1)

Roof Ground Snow Load	25 lbs. per square foot
Wind Speed	115
Seismic Design Category	B
Subject to Damage from Weathering	Severe
Subject to Damage from Frost Line Depth	36 inches
Subject to Damage from Termite	Moderate to Heavy
Subject to Damage from Decay	None to Slight
Winter Design Temperature	-3
Ice Barrier Underlayment Required	Yes
Flood Hazard	Adopted FEMA Firm Map
Air Freezing Index	1720
Mean Annual Temp	50

Section R302.5.1 is hereby amended to read as follows: Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Openings between the garage and residence shall be equipped with solid core doors not less than 1 3/8 inches (35mm) thick, or 20-minute rated fire doors.

Section R302.13 Fire Protection of Floors is hereby deleted entirely.

Section R311.7.5.1 of the 2018 International Residential Code is hereby amended to read as follows: Risers. The maximum riser height shall be 8 inches (203 mm). The riser shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. Open risers are permitted provided that the opening between treads does not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exception 1: The opening between adjacent treads is not limited on spiral stairways.

Exception 2: The riser height for spiral stairways shall be in accordance with Section R311.7.10.1.

Section R311.7.5.2 of the 2018 International Residential Code is hereby amended to read as follows: Treads. The minimum tread depth shall be 9 inches (229 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Section R313 Automatic Fire Sprinkler Systems of the 2018 International Residential Code is hereby deleted entirely including R313.1 and the exceptions, R313.1.1, R-313.2 and the exception and R313.2.1.

Section R322 of the 2018 International Residential Code is hereby amended to read as follows: Flood-Resistant Construction where approved by Federal, State, and City Flood Plain regulations and incorporated in the Unified Land Development ordinance for the City of Columbus.

Section R403.1.4.1 of the 2018 International Residential Code is hereby amended to read as follows: Frost Protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods.

1. Extending below the frost line specified in Table R301.2(1).
2. Constructing in accordance with Section R403.3.
3. Constructing in accordance with ASCE 32.
4. Erected on solid rock.

Exceptions:

1. One story unheated sheds 180' and less where the bearing wall width is-12' or less may be constructed on a 4" slab.

2. One-story detached unheated garages and sheds constructed with light frame construction and not over four hundred forty (440) square feet in floor area (where no dimension exceeds twenty-two feet (22') and the width between bearing walls does not exceed twenty feet (20'), may be constructed with walls supported on a monolithic footing and slab. The footing shall be a minimum of twelve inches (12") below grade and eight inches (8") wide.
3. One story detached unheated garages and sheds constructed with light frame construction and not over 600' may be constructed on a monolithic footing and foundation designed by a registered Nebraska engineer with a Nebraska stamp on the plan.
4. Detached garages and sheds that are over 440 square feet and not constructed as outlined in exception 3, require 8" wide by 36" below grade foundations.
5. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

All provisions contained in Section R405 of the 2018 International Residential Code are hereby deleted and shall be replaced with the following subsurface drainage provisions and the 2018 International Residential Code is amended accordingly, to-wit:

R405: Subsurface Drainage.

Section 1.

Drainage System. All residential dwellings located within the City limits of the City of Columbus or within the extraterritorial jurisdiction of the City, shall have installed, unless a waiver is obtained as provided herein, a system to remove subsurface water from below grade habitable space. The systems for removing the water may be a coarse gravel base, subsoil drain, both of which are described herein, or any other system or combinations thereof when approved by the Building Official of the City of Columbus.

Section 2.

Definitions. Coarse gravel base, for the purposes of this Section shall mean, a minimum of 12" coarse gravel under the concrete floor of any below grade habitable spaces, with one 24" x 24" diameter deep well, the well being screened and having a concrete base, to act as a sump, for each 750 square feet of floor area of below grade habitable space.

Subsoil drain, for purposes of this Section shall mean subsoil drain tiles with an approved filter membrane and a sump pit installed around the perimeter of foundations enclosing habitable spaces located below grade. In addition to the perimeter drains, the drains shall be installed so that all areas of the floor of below grade habitable space are within 10' of a drain tile. Drain tiles shall be installed at or below the area to be protected. The drain tile shall be surrounded by a minimum of 6" coarse gravel on all sides. The drain tile shall have a minimum diameter of 4" along with an approved filter membrane and shall be constructed of vitrified clay tile or PVC pipe. The sump into which the drain tile discharges shall be constructed of concrete or masonry block and shall have a

minimum dimension of 24" x 24". The sump may also be constructed of polyethylene or other materials approved by the building Official with a sealed lid.

With either of the above-described systems, the sump shall discharge by gravity or mechanical means to a storm sewer, street or natural drainage way approved by the Building Official, but specifically shall not discharge into a sanitary sewer system.

Habitable space is defined, for purposes of this Section, as any space having a ceiling height of not less than 6' feet which is partially or completely below the ground level elevation.

All other terms and phrases used herein shall be defined by the International Residential Code as adopted by the City of Columbus, Nebraska.

Section 3.

Administration. The Building Official shall approve all drainage systems prior to and during their installation.

The requirements to install a drainage system for the removal of subsurface water may be waived under the following conditions:

a. The Building Official may waive this Section if the floor of the below grade habitable space is above the highest recorded water level at the particular location of the building so constructed as demonstrated and proven by the owners of the property upon which the building is to be constructed.

Highest ground water elevation shall be determined by open soil boring on the property upon which the residence is to be constructed.

b. Owners of the subdivisions and additions platted prior to the adoption of this Section may apply for a waiver on the entire subdivision, the waiver being granted by the Building Official. The Building Official shall grant a waiver if the owner of the subdivision shows to the Building Official that the floors of below grade habitable space will not be constructed lower than the highest recorded ground water elevation.

The highest ground water elevation shall be determined by soil borings taken at various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof in the addition or subdivision, whichever would require the least number of soil borings.

c. Subdivisions or additions approved subsequent to the passage of this Section which require that all below grade habitable spaces constructed in the subdivision or addition be constructed in a manner that the floor of the below grade habitable space is above the height of the highest measured ground water elevation.

The highest ground water elevation shall be determined by soil borings of various locations within the subdivision or addition. The soil borings shall be located not more than 300 feet apart or one per each acre or portion thereof, in the addition or subdivision, whichever would require the least number of soil borings.

Section 4.

Default. Failure to comply with the terms of this Section, by the owner of any building covered by this Section or by the owner of any real property included within the terms of this Section may result in the denial of the building permit application and a fine of \$100 per day that the building does not conform to the above requirements.

(P) All provisions contained in Chapter 11 of the 2018 International Residential Code are hereby deleted and shall be replaced with the following manufactured home dwelling provisions and the 2018 International Residential Code is amended accordingly, to-wit:

Chapter 11: Manufactured Home Dwellings.

Section 1.

Definitions. For purposes of this Section, "manufactured home dwellings" shall mean a factory built structure which is to be used as a place for human habitation, which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than to a permanent site; which does not have permanently attached to its body or frame, any wheels or axles and which bears a label certifying it was built in compliance with the National Manufactured Home Construction and Safety Standards promulgated by the U.S. Department of Housing and Urban Development.

Section 2.

Construction Standards. A manufactured home complying with the following architectural or ascetic standards may be placed in all residential zones provided:

- a. The home shall not have less than 900 square feet of floor area;
- b. The home shall not have less than an 18 foot exterior width;
- c. The roof shall be pitched with a minimum vertical rise of 2.5" for each 12" of horizontal run;
- d. The exterior material shall be of a color, material and scale comparable with those existing in the residential site in which the manufactured home dwelling is being permanently installed;
- e. The home shall have a nonreflective roof material which is or simulates

asphalt or wood shingles, tile or rock;

f. Permanent utility connections shall be installed in accordance with local regulations;

g. The home shall bear an appropriate seal which indicates it was constructed in accordance with the standards of the U.S. Department of Housing and Urban Development;

h. The home shall have all wheels, axles, transporting lights and the removal towing apparatus removed; and

i. The home shall be constructed upon a permanent foundation that is constructed and build in accordance with local regulations.

Chapter 12 of the 2018 International Residential Code is hereby deleted and shall be replaced with the following Radon requirements as required per State Law. Radon systems shall be installed as outlined in State Statute 76-3504 per LB130 2019 signed by the governor on May 1, 2019 and include;

Terms, defined.

For purposes of the Radon Resistant New Construction Act:

(1) Active radon mitigation system means a family of radon mitigation systems involving mechanically driven soil depressurization, including sub slab depressurization, drain tile depressurization, block wall depressurization, and submembrane depressurization. Active radon mitigation system is also known as active soil depressurization;

(2) Building contractor means any individual, corporation, partnership, limited liability company, or other business entity that engages in new construction;

(3) Department means the Department of Health and Human Services;

(4) New construction means any original construction of a single-family home or a multifamily dwelling, including apartments, group homes, condominiums, and townhouses, or any original construction of a building used for commercial, industrial, educational, or medical purposes. New construction does not include additions to existing structures or remodeling of existing structures;

(5) Passive radon mitigation system means a pipe installed in new construction that relies solely on the convective flow of air upward for soil gas depressurization and may consist of multiple pipes routed through conditioned space from below the foundation to above the roof;

(6) Radon mitigation specialist means an individual who is licensed by the department as a radon mitigation specialist in accordance with the Radiation Control Act; and

(7) Radon resistant new construction means construction that utilizes design elements and construction techniques that passively resist radon entry and prepare a building for an active post construction mitigation system.

Radon resistant new construction; minimum standards.

Except as provided in section 76-3505, new construction built after September 1, 2019, in the State of Nebraska that is intended to be regularly occupied by people shall be built using radon resistant new construction. Such construction shall meet the following minimum standards:

(1) Sumps:

(a) A sump pit open to soil or serving as the termination point for sub slab or exterior drain tile loops shall be covered with a gasketed or otherwise sealed lid;

(b) A sump used as the suction point in a sub slab depressurization system shall have a lid designed to accommodate the vent pipe; and

(c) A sump used as a floor drain shall have a lid equipped with a trapped inlet;

(2) A passive sub slab depressurization system shall be installed during construction in basement or slab-on-grade buildings, including the following components:

(a) Vent pipe:

(i)(A) A minimum three-inch diameter acrylonitrile butadiene styrene (ABS), polyvinyl chloride (PVC), or equivalent gas-tight pipe shall be embedded vertically into the sub slab permeable material before the slab is cast. A "T" fitting or equivalent method shall be used to ensure that the pipe opening remains within the sub slab permeable material; or

(B) A minimum three-inch diameter ABS, PVC, or equivalent gas-tight pipe shall be inserted directly into an interior perimeter drain tile loop or through a sealed sump cover where the sump is exposed to the sub slab or connected to it through a drainage system;

(ii) The pipe shall be extended up through the building floors and terminate at least twelve inches above the surface of the roof in a location at least ten feet away from any window or other opening into the conditioned spaces of the building that is less than two feet below the exhaust point and ten feet from any window or other opening in adjoining or adjacent buildings; and

(iii) In buildings where interior footings or other barriers separate the sub slab gas-permeable material, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof. All exposed and visible interior radon vent pipes shall be identified with at least one label on each floor and in accessible attics. Such label shall read: Radon Reduction System; and

(3) Power source: In order to provide for future installation of an active radon mitigation system, an electrical circuit terminated in an approved box shall be installed during construction in the attic or other anticipated location of vent pipe fans.

Conversion of passive radon mitigation system to active radon mitigation system authorized.

A building contractor or a subcontractor of a building contractor may convert a passive radon mitigation system to an active radon mitigation system in accordance with rules and regulations adopted and promulgated by the department under the Radiation Control Act for radon mitigation, but the contractor or subcontractor is not required to be a radon mitigation specialist to convert such system. A radon mitigation specialist shall conduct any post installation testing of such system.

Chapters 13 and 14 of the 2018 International Residential Code are hereby deleted.

Chapters 16-22 and 24-43 of the 2018 International Residential Code are hereby deleted.

Section 3. That Section 150.999 of Chapter 150 of Title XV of Ordinance No. 05-47 is hereby amended to read as follows:

150.999 PENALTY.

(A) Whoever violates any provision of this chapter for which no specific penalty is provided shall be punished as set forth in §10.99

(B) (1) Any person who shall violate or who shall refuse, neglect or fail to comply with any of the provisions of §§150.065 *et seq.* Shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in a sum not less than \$5 nor more than \$50 for each offense; and any person holding a license under the supervision and authority of the Community Development Department who is convicted of having violated any of the provisions of §§150.065 *et seq.*, shall have that license revoked by the City Council. Any person having their license revoked for said cause shall not be granted a new license for a period of one year thereafter.

(2) Any person who shall have been convicted of having done any work in a manner prohibited by §§150.065 *et seq.*, and who shall fail, neglect or refuse to correct the same within ten days after conviction shall be guilty of an independent and separate offense for each day thereafter during which the work is permitted to remain in such improper condition.

Section 4. This ordinance shall repeal all other ordinances in conflict with the provisions of this ordinance.

Section 5. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

AVG

CITY ATTORNEY

- E. Ordinance No. 20-30 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting 2018 International Building Code. (Planning Commission recommends approval.)

ORDINANCE NO. 20- 30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING CHAPTER 150 OF TITLE XV OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) BY ADOPTING THE 2018 INTERNATIONAL BUILDING CODE; ADOPTING AMENDMENTS TO SAID CODE; ADOPTING THE 2018 INTERNATIONAL EXISTING BUILDING CODE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, to adopt the 2018 International Building Code and the 2018 International Existing Building Code and in furtherance thereof to amend Chapter 150 of Title XV of Ordinance 05-47 (Columbus City Code), as follows:

Section 1. That Section 150.001 of Chapter 150 of Title XV of Ordinance 05-47 (Columbus City Code) is hereby amended to read as follows:

150.001 ADOPTION OF THE 2018 INTERNATIONAL BUILDING CODE:

It is hereby adopted for the purpose of establishing rules and regulations for the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures within the City or its extraterritorial jurisdiction, including permits and providing penalties for the violation hereof that a certain building code known as the International Building Code, 2018 Edition, one copy of said book had been and is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth and laid before these pages herein, from the date on which this section shall take effect and the provisions thereof shall be controlling of the erection, construction, enlargement, alternation, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings or structures within the City or within the extraterritorial jurisdiction of the City.

Section 2. That Section 150.002 of Chapter 150 of Title XV of Ordinance 05-47 (Columbus City Code) is hereby amended to read as follows:

150.002 AMENDMENTS TO CODE:

Chapter 1, Section {A} 101.1 is hereby amended to read as follows: 101.1 Title. Add City of Columbus for name of jurisdiction.

Chapter 1, Section {A} 101.4.1 is hereby amended to read as follows: 101.4.1 Gas. The provisions of the Uniform Plumbing Code shall apply to the installation of gas piping

from the point of delivery, gas appliances and related accessories as covered in this code.

Chapter 1, Section {A} 101.4.3 is hereby amended to read as follows: 101.4.3 Plumbing. The provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures and fittings and appurtenances and where connected to a water or sewage system.

Chapter 1, Section {A} 101.4.5 is hereby amended to read as follows: 101.4.5 Fire Prevention. The State Fire Marshal is the delegated authority for Fire Code implementation with the jurisdiction of the City of Columbus.

Chapter 1, Section {A} 101.4.6 Energy section is hereby deleted

New Section Chapter 1, Section {A} 101.5 Radon Systems is hereby added to the 2018 International Building Code. 101.5 Radon Systems. Radon provisions and systems as required by Legislative Bill 130 signed by the Governor on May 08, 2019 are hereby incorporated as part of this code.

Chapter 1 Section {A} 104.7 is hereby amended to read as follows: 104.7 Department Records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections and notices and orders issued. The records shall be retained in the official records for the period required for retention of public records. The Building Official shall submit a report monthly to the City Planning Commission covering the work of the department.

Chapter 1 Section {A} 4.10.1 is hereby deleted and replaced by the provisions listed in Article 5-19 of the Unified Land Development ordinance for the City of Columbus.

Chapter 1 Section {A} 105.2 Number 2 Fences not over 7' is hereby deleted

Chapter 1 Section {A} 105.2 Electrical: and Mechanical provisions are hereby deleted.

Chapter 1 {A} 105.3.2 of the 2018 International Building Code is hereby amended to read as follows: 105.3.2 Time Limitation of Application. If work in any building permit has not begun within 180 days of issuance thereof, said permit shall expire; it shall be cancelled by the building official; and written notice thereof shall be given to the persons affected.

Chapter 1 Section {A} is hereby amended to read as follows: 105.5 Expiration. If the work described in any building permit has not been completed within two years from the date of issuance thereof: said permit shall expire and be cancelled by the building official and written notice thereof shall be given to the persons affected, together with notice that further work as described in the cancelled permit shall not proceed unless and until a new permit has been obtained. The expiration date of a permit may be

established for a period longer than two years if established at the time that such permit is issued by the City. The building official may at his/her discretion extend the expiration period of the building permit.

Chapter 1 Section {A} 109.2 is hereby amended to read as follows: 109.2 Schedule of Permit Fees. On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. In addition, a plan review fee equal to 25% of the building permit shall be paid for the plan review. The building official is authorized to set the valuation in accordance with the most current ICC Building Valuation Data on applications as a minimum valuation when deemed necessary.

Chapter 1 Section {A} 114.1 is hereby amended to read as follows: 114.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building or structure in the City or within the extraterritorial jurisdiction of the City or cause the same to be done contrary to or in violation of any provisions of the Code.

Chapter 1 Section {A} 114.4 is hereby amended to read as follows: 114.4 Violation Penalties. Any person, firm or corporation violating any of the provisions of this Code shall be deemed guilty of a misdemeanor and that person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed, continued or permitted and, upon conviction, shall be punishable by a fine of not more than \$100 for any one offense or by imprisonment for not more than 30 days or by both fine and imprisonment.

Whenever the Building Official is satisfied that any provisions of this Code have been violated or are about to be violated, or that any order or direction made pursuant to this Code has not been carried out or is being disregarded, he may apply to the City Council and request that it order civil proceedings to be instituted. Any civil proceedings when instituted by the City Attorney at the direction of the City Council, shall be brought in the name of the City of Columbus. Nothing in this Section and no action taken thereunder will exclude any other proceedings authorized by this Code or any other law or ordinance in force, or to exempt any person violating this Code or any of the laws, from any penalty which might be incurred.

Section 305.2.3 is hereby amended to read as follows: 305.2.3 12 or fewer children in a dwelling unit. A facility such as above within a dwelling unit and having 12 or fewer children receiving day care shall be classified as an R-3 occupancy or shall comply with the International Residential Code.

Section 310.4.1 of the 2018 International Building Code is hereby amended to read as

follows: 310.4 Care Facilities within a dwelling. Care facilities for 12 or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.

Section 903.2.8 of the 2018 International Building Code is hereby amended to add 2 exceptions: Exception #1 R-3 Occupancies consisting of one and two family dwellings shall not be required to provide an automatic sprinkler system provided the dwelling is separated from the other occupancy in accordance with Table 508.4 and smoke detectors are installed as required by the Building Official. Exception #2 Care facilities located within a single family dwelling shall not be required to provide an automatic sprinkler system where the number of persons receiving care is 12 or fewer.

Section 1805.1.3 of the 2018 International Building Code is hereby amended to include the following requirement for residential construction. 1805.1.3 Residential construction must comply with the provisions in amended Section R405 of the 2018 International Residential Code.

Section 1809.5 Frost Protection (Exception) of the 2018 International Building Code is hereby amended to read as follows: 1809.5 Frost Protection- Exception: Free standing unheated light frame construction accessory buildings meeting all of the following conditions shall not be required to be protected:

1. Assigned to Risk Category 1, in accordance with Section 1604.5.
2. Building has a maximum area of 440 square feet.
3. No dimension exceeds twenty-two feet (22') and the width between bearing walls does not exceed twenty feet (20').
4. The walls are supported on a monolith footing and slab extending a minimum of twelve inches (12") below grade.
5. Eave height of ten (10') or less.

Chapter 34 of the 2018 International Building is hereby deleted and replaced with the following State Radon Requirements. Radon systems shall be installed as outlined in State Statute 76-3504 thru 76-3506 per LB130 2019 signed by the governor on May 1, 2019 and include;

Terms, defined.

For purposes of the Radon Resistant New Construction Act:

- (1) Active radon mitigation system means a family of radon mitigation systems involving mechanically driven soil depressurization, including sub slab depressurization, drain tile depressurization, block wall depressurization, and sub membrane depressurization. Active radon mitigation system is also known as active soil depressurization;
- (2) Building contractor means any individual, corporation, partnership, limited liability company, or other business entity that engages in new construction;
- (3) Department means the Department of Health and Human Services;

(4) New construction means any original construction of a single-family home or a multifamily dwelling, including apartments, group homes, condominiums, and townhouses, or any original construction of a building used for commercial, industrial, educational, or medical purposes. New construction does not include additions to existing structures or remodeling of existing structures;

(5) Passive radon mitigation system means a pipe installed in new construction that relies solely on the convective flow of air upward for soil gas depressurization and may consist of multiple pipes routed through conditioned space from below the foundation to above the roof;

(6) Radon mitigation specialist means an individual who is licensed by the department as a radon mitigation specialist in accordance with the Radiation Control Act; and

(7) Radon resistant new construction means construction that utilizes design elements and construction techniques that passively resist radon entry and prepare a building for an active post construction mitigation system.

Radon resistant new construction; minimum standards.

Except as provided in section 76-3505, new construction built after September 1, 2019, in the State of Nebraska that is intended to be regularly occupied by people shall be built using radon resistant new construction. Such construction shall meet the following minimum standards:

(1) Sumps:

(a) A sump pit open to soil or serving as the termination point for sub slab or exterior drain tile loops shall be covered with a gasketed or otherwise sealed lid;

(b) A sump used as the suction point in a sub slab depressurization system shall have a lid designed to accommodate the vent pipe; and

(c) A sump used as a floor drain shall have a lid equipped with a trapped inlet;

(2) A passive sub slab depressurization system shall be installed during construction in basement or slab-on-grade buildings, including the following components:

(a) Vent pipe:

(i)(A) A minimum three-inch diameter acrylonitrile butadiene styrene (ABS), polyvinyl chloride (PVC), or equivalent gas-tight pipe shall be embedded vertically into the sub slab permeable material before the slab is cast. A "T" fitting or equivalent method shall be used to ensure that the pipe opening remains within the sub slab permeable material; or

(B) A minimum three-inch diameter ABS, PVC, or equivalent gas-tight pipe shall be inserted directly into an interior perimeter drain tile loop or through a sealed sump cover where the sump is exposed to the sub slab or connected to it through a drainage system;

(ii) The pipe shall be extended up through the building floors and terminate at least twelve inches above the surface of the roof in a location at least ten feet away from any window or other opening into the conditioned spaces of the building that is less than two

feet below the exhaust point and ten feet from any window or other opening in adjoining or adjacent buildings; and

(iii) In buildings where interior footings or other barriers separate the sub slab gas-permeable material, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof. All exposed and visible interior radon vent pipes shall be identified with at least one label on each floor and in accessible attics. Such label shall read: Radon Reduction System; and

(3) Power source: In order to provide for future installation of an active radon mitigation system, an electrical circuit terminated in an approved box shall be installed during construction in the attic or other anticipated location of vent pipe fans.

New construction not required to use radon resistant new construction; when.

New construction after September 1, 2019, shall not be required to use radon resistant new construction if (1) the construction project utilizes the design of an architect or professional engineer licensed under the Engineers and Architects Regulation Act, (2) the construction project is located in a county in which the average radon concentration is less than two and seven-tenths picocuries per liter of air as determined by the department pursuant to section 76-3507, or (3) other than for any residential dwelling unit, a local building official makes a determination, after a review of relevant guidelines for the intended use of the structure and property conditions, that radon resistant new construction is not necessary.

Conversion of passive radon mitigation system to active radon mitigation system authorized.

A building contractor or a subcontractor of a building contractor may convert a passive radon mitigation system to an active radon mitigation system in accordance with rules and regulations adopted and promulgated by the department under the Radiation Control Act for radon mitigation, but the contractor or subcontractor is not required to be a radon mitigation specialist to convert such system. A radon mitigation specialist shall conduct any post installation testing of such system.

Section 3. That Chapter 150 of Title XV of Ordinance 05-47 (Columbus City Code) is hereby amended to add Section 150.003, the same to read as follows:

150.003 ADOPTION OF THE 2018 INTERNATIONAL EXISTING BUILDING CODE:

It is hereby adopted for the purpose of existing buildings undergoing repair, alterations or additions and change of occupancy within the City or within the extraterritorial jurisdiction thereof, a certain existing building code, known as the International Existing Building Code, 2018 Edition, one copy of said book had been and

is now filed in the office of the City Clerk and the same is hereby adopted and incorporated by reference herein and made a part hereof as if fully set forth and laid before these pages herein, from the date on which this section shall take effect.

Section 4. This ordinance shall repeal all other ordinances in conflict with the provisions of this ordinance.

Section 5. This ordinance shall take effect and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____


PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

- F. Ordinance No. 20-31 amending Section 32.085 of Chapter 32 of Title III of Ordinance No. 05-47 (Columbus City Code) to clarify Board of Health members and their appointments.

ORDINANCE NO. 20- 31

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 32.085 OF CHAPTER 32 OF TITLE III OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO REVISE AND CLARIFY THE BOARD OF HEALTH MEMBERS AND THEIR APPOINTMENTS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, Neb. Rev. Stat. § 16-238 requires cities of the first class to create a Health Board consisting of five specified members: “the mayor, who shall be chairperson; a physician, who shall be medical adviser; the chief of police, who shall be secretary and quarantine officer; the president of the city council; and one other member”; and

WHEREAS, Columbus City Code Section 32.085 contains unnecessary requirements in formation of the City’s health board and appointment of its members and therefore should be revised and clarified to bring it into line with state statute.

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

Section 1. That Section 32.085 of Chapter 32 of Title III of the Columbus City Code be amended and revised to read as follows:

§ 32.085 MEMBERS; COMPENSATION.

There is hereby created a Board of Health. The Board of Health shall have five members who shall consist of the following: the mayor, who shall serve as chairperson; the police chief, who shall serve as secretary and quarantine officer; the city physician, who shall serve as the medical advisor; the president of the city council; and, the fire chief. Appointments to this Health Board shall be automatic as follows: when the mayor takes office; when the president of the city council is elected by the city council; and, when the city physician, chief of police, and fire chief are appointed and approved to their respective positions as otherwise required by City Code. It shall be the duty of the secretary to keep the full and correct minutes and records of all meetings and to file the same with the city clerk where they shall be available for public inspection at any reasonable time.

Section 2. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

21. **ORDINANCES ON SECOND READING - None**

22. **ORDINANCES ON THIRD READING - None**

23. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda**

24. **UNFINISHED BUSINESS**

A. Resolution No. R20-140 approving employment agreement with City Administrator Tara L. Vasicek.

RESOLUTION NO. R20-140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN EMPLOYMENT AGREEMENT WITH TARA L. VASICEK, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the employment agreement with Tara L. Vasicek as city administrator for the City of Columbus, Nebraska, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the City of Columbus, Nebraska, a Municipal Corporation of the State of Nebraska, hereinafter referred to as EMPLOYER and Tara L. Vasicek, hereinafter referred to as EMPLOYEE. EMPLOYER and EMPLOYEE hereby stipulate and agree as follows:

WITNESSETH:

WHEREAS, EMPLOYER has employed EMPLOYEE as City Administrator for the city of Columbus, Nebraska, a municipal corporation as provided for under Nebraska law under an employment agreement dated December 7, 2020; and,

WHEREAS, EMPLOYEE has agreed to continue to serve in this capacity for another four year term subject to the terms and conditions stipulated herein; and,

WHEREAS, it is the desire of EMPLOYER to provide certain benefits, establish certain conditions of employment, standards of employment, obligations and responsibilities, and also to set working conditions relative to the continuation of EMPLOYEE in this capacity.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 - DUTIES

EMPLOYER hereby agrees to continue the employment of Tara L. Vasicek as City Administrator of said EMPLOYER to perform the functions and duties specified in the city of Columbus job description for the same and Revised Statutes of Nebraska and to perform other legally permissible and proper duties and functions as EMPLOYER shall from time to time assign.

SECTION 2 – TERM

The Mayor of the city of Columbus, Nebraska intends to reappoint EMPLOYEE to the office of City Administrator on December 7, 2020 at the City Council meeting. Assuming approval of this reappointment, by the City Council, at that meeting, the term of this Agreement will be for a period beginning December 7, 2020 and ending with an expiration of the Mayor's term of office (December, 2024), subject to the power of the Mayor and City Council to remove EMPLOYEE and the right of EMPLOYEE to resign at any time subject to the conditions provided herein.

SECTION 3 – TERMINATION AND LUMP SUM PAY

The Mayor with the approval of the City Council shall have the right at any time during the term of this Agreement to terminate EMPLOYEE for "just cause." Just cause is defined as:

(a) a conviction for a felony or any misdemeanor involving moral turpitude, (b) a breach of this Agreement, or (c) commission of any dischargeable offense as defined in the Personnel Manual for the city of Columbus. Termination for just cause shall not require EMPLOYER to request the granting of any release as detailed in this section, however, EMPLOYER may grant such waivers of the terminated for just cause, which shall trigger the obligation of EMPLOYER to pay any sum as detailed in this section.

In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates EMPLOYEE for any or no reason, EMPLOYER shall make payments as specified below.

If EMPLOYEE'S employment is terminated by the EMPLOYER without cause at any time prior to the end of the term identified above, or if EMPLOYEE is not reappointed at the beginning of the next mayoral term, EMPLOYER agrees to pay to EMPLOYEE a lump sum payment as detailed herein.

EMPLOYER agrees to establish the value of claims against EMPLOYER released by EMPLOYEE and the participation in post agreement proceedings. EMPLOYER agrees to provide a lump sum payment to EMPLOYEE to avoid the expense of:

1. Conducting a pre-termination and post-termination grievance hearing which will cost EMPLOYER \$7,500.00 or the equivalent of at least one-half months salary for EMPLOYEE.
2. Conducting a *Loudermill* hearing and a due process hearing which will cost EMPLOYER \$20,000 or the equivalent of at least one and one-half months salary for EMPLOYEE.
3. Defending a discrimination charge brought under the municipal code, state law or federal law which will cost EMPLOYER \$20,000 or the equivalent of at least one and one-half months salary for EMPLOYEE.
4. Defending a breach of contract claim which will cost EMPLOYER \$7,500 or at least one-half months salary for EMPLOYEE.
5. The total lump sum payment provided herein shall provide a minimum severance payment equal to twelve (12) months salary and retirement benefit at the then current rate for EMPLOYEE. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
6. EMPLOYEE shall be paid, in addition, accrued vacation leave, and other earned benefits as applicable from the EMPLOYER through its Personnel Manual. Payment of said accrued unused sick leave, vacation leave, and personal leave shall not be considered a severance package and Employee shall be entitled to such payment regardless of reason for separation from employment.

EMPLOYEE in accepting this lump sum payment, agrees after termination of employment that he will voluntarily participate in and cooperate with EMPLOYER in defense of EMPLOYER and its elected officials and employees in the prosecution of any actions or proceedings about which EMPLOYEE has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with

EMPLOYER attorneys and consultants at mutually convenient times regarding the facts of the matter and agrees to make himself available for a deposition and, if necessary, trial. EMPLOYER is responsible for the preparation of a release and waiver form to be signed by EMPLOYEE in accord with this section.

The failure of EMPLOYER to renew any employment agreement containing language similar or identical to this Agreement shall be treated as a termination for any or no reason and will trigger the lump sum payment specified above.

In the event EMPLOYEE elects to voluntarily resign or retire from this position before the expiration of the aforesaid term of employment, EMPLOYEE agrees to provide two months advance written notice, unless the parties agree otherwise, and no lump sum payment shall be paid.

SECTION 4 – SALARY

EMPLOYER agrees to pay EMPLOYEE for services rendered pursuant hereto an annual base salary of two hundred thousand dollars (\$200,000.00) subject to increases with the provisions of the “pay ordinance” passed by the City Council annually as part of the city budget process and subject to increases thereafter annually as approved by the City Council at the same rate or higher than other city employees in the general pay plan group and payable in installments at the same time as other city employees are paid.

SECTION 5 – PERFORMANCE APPRAISAL

EMPLOYER shall review and evaluate the performance of EMPLOYEE at least once annually in advance of the adoption of the annual operating budget. Said review shall be in accord with usual city appraisal processes and shall be completed not later than June 30 of each year beginning in 2013 to facilitate inclusion in the annual city budget. EMPLOYER will provide EMPLOYEE with a summary written statement of the evaluation and provide an opportunity for EMPLOYEE to discuss the evaluation with the City Council.

SECTION 6 – AUTOMOBILE

Duties of EMPLOYEE require travel within in the county limits and EMPLOYEE will receive an automobile allowance of Five Hundred and Fifty dollars (\$550.00) per month for fiscal years 2020-2021 and 2021-2022 and Six Hundred and Fifty dollars (\$650.00) for fiscal years 2022-2023 and 2023-2024. All city related travel outside the county limits using EMPLOYEE personal vehicle will be reimbursed at the current city rate per mile and calculations of mileage based on the distance from and returning to Columbus.

SECTION 7 – VACATION AND SICK LEAVE

EMPLOYEE shall accrue, and have credited to the employee account; paid vacation leave at the rate of four weeks per year through fiscal year 2023-2024. EMPLOYEE may carry up to two years accrual. Any vacation accrual over this 8 week maximum will be paid with each

paycheck it accrues. All vacation hours accumulated shall be paid at termination, resignation or retirement. Sick leave, during the term of this contract, will accrue at the same rate as the General Employee group. EMPLOYEE will be paid 50% of the accumulated sick leave hours at termination, retirement or resignation. All other leaves granted to the General Employee group as detailed in the City of Columbus Personnel Manual (Administrative Leave, Jury Duty/Witness Leave, Election Leave, Compassionate Leave, and Holiday Leave) will be provided to EMPLOYEE.

SECTION 8- DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE

EMPLOYEE will receive all insurance provided by the EMPLOYER, including, but not limited to: disability, health, life, dental and vision insurance benefits as are available to the General Employee group with full payment of premium by EMPLOYER whether single or family coverage is selected by EMPLOYEE.

SECTION 9 – RETIREMENT

EMPLOYER will contribute an amount equal to eight percent (8%) of EMPLOYEE salary into the city deferred compensation plan for fiscal year 2020-2021, 2021-2022, 2022-2023 and 2023-2024.

SECTION 10 – DUES AND SUBSCRIPTIONS

EMPLOYER agrees to pay for professional dues and subscriptions of EMPLOYEE necessary for approved participation in national, regional, state and local associations and organizations, provided said expenses have been previously included in the budget. EMPLOYER recognizes the desirability of representation in and before local civic and other organizations and EMPLOYEE is authorized to become a member of one (1) such civic club or organization, for which EMPLOYER will pay all expenses. EMPLOYER further recognizes the importance of EMPLOYEE promoting Columbus by participating in such associations and organizations and encourages the same and recommends efforts be undertaken to obtain a regional or state conference for the city.

SECTION 11 – PROFESSIONAL DEVELOPMENT

EMPLOYER hereby agrees to pay all pre-budgeted travel and related expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and other functions of and for EMPLOYER, including but not limited to the Annual Conference of the International City Management Association, League of Nebraska Municipalities and such other national, regional, state and local government groups and committees thereof which EMPLOYEE serves as a member.

EMPLOYER agrees to pay for all pre-budgeted travel and related expenses of EMPLOYEE for short courses, institutes and seminars necessary for professional development and for the good of EMPLOYER.

SECTION 12 – INDEMNIFICATION

EMPLOYER will defend, save harmless and indemnify EMPLOYEE against any claim or demand or other legal action, whether groundless or otherwise, arising out of any act or omission incurred in the performance of EMPLOYEE'S duties as City Administrator. (This indemnification by EMPLOYER will not include any intentional criminal acts or torts committed by EMPLOYEE for which EMPLOYER would not have insurance coverage.)

SECTION 13- BONDING

EMPLOYER will bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

SECTION 14 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

EMPLOYER shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, city ordinances or any other law. All provisions of the Columbus City Code, city ordinances, resolutions regulations and rules of the EMPLOYER relating to holidays, and other benefits and working conditions as they now exist or hereafter may be amended also shall apply to EMPLOYEE as they would to other employees of the EMPLOYER, in addition to said benefits enumerated specifically for the benefit of the EMPLOYEE except herein as provided.

SECTION 15 – GENERAL PROVISIONS

1. The text found on these six (6) pages shall constitute the entire Agreement between the parties and shall supersede any and all prior oral and/or written agreements with respect thereto. No oral modifications shall be binding on either party.
2. This Agreement shall be binding upon and inure to the benefits of the heirs, devisees and Personal Representatives of the EMPLOYEE.
3. This Agreement shall become effective commencing December 7, 2020.
4. EMPLOYER will provide EMPLOYEE with a cellular phone with internet access and scheduling for city business; personal use is permitted. Upon any termination or cessation of employment of EMPLOYEE such cellular phone will be turned in to EMPLOYER. The phone number shall remain the EMPLOYEE'S.
5. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unforeseeable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect. Whenever two or more interpretations of the provision(s)

or wording of this Agreement shall be possible, the interpretation or construction shall lead to the enforcement and validity of any provision shall be favored and deemed to be the intended interpretation of the parties.

- 6. The failure of either party to note any violation of this Agreement shall not constitute a waiver of any breach or any provision or subsequent breach of that or any other provision of this Agreement.
- 7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this Agreement, the parties submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the parties.

IN WITNESS THEREOF, the City of Columbus has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested by the City Clerk and EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF COLUMBUS, NEBRASKA

JAMES BULKLEY, Mayor of the City of
Columbus, Nebraska

ATTEST:

TARA L. VASICEK, Employee
CITY ADMINISTRATOR

JANELLE KLINE
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

25. ADJOURNMENT