

City Council Regular Meeting and Community Development Agency Meeting
Monday, October 21, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

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

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

A. Minutes of October 7, 2019, City Council and Community Development meetings.

B. Amended minutes of September 18, 2019, Civil Service Commission meeting certifying the following Firefighter/EMT/Haz Mat Tech: Timothy Moser, Jose Audelo Rios, Derek Salak, and Gavin Sparr.

C. Minutes of October 7 and October 8, 2019, Civil Service Commission meeting certifying the following Fire Lieutenant candidates: Ryan Sabata, Nate Jones, and Eric Morgan.

D. Reappointment of Jean Knapp, Bonnie McPhillips, and Larry Winter to Senior Center Advisory Board for three-year terms.

E. Resolution No. R19-154 authorizing payment of various improvement projects.

F. Resolution No. R19-155 approving the use of Pawnee Park to camp overnight on Friday, June 12 and Saturday, June 13, 2020, for annual Antique Tractor and Gas Engines Show.

G. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

- A. Columbus Community Guide Update.
- B. City Code enforcement.

7. PUBLIC HEARINGS

- A. Public hearing - Consider text amendments to Land Development Ordinance for the City of Columbus, Zoning Chapter, to amend Table 4-3 of Article 9, specifically the Site Development Regulations for R-2 Zoning Districts to allow maximum building coverage to be increased to 50 percent with approval of a Special Use Permit and increase maximum impervious coverage to 65 percent with approval of a Special Use Permit. (Planning Commission recommends approval.)
 - 1. Ordinance No. 19-36 approving amendments to Land Development Ordinance allowing maximum building and impervious coverage to be increased in an R-2 Zoning District with approval of a Special Use Permit.
- B. Public hearing - Application of Gary Potter for final plat and development agreement of Harry Potter Subdivision (4180 48 Avenue). (Planning Commission recommends approval.)
 - 1. Resolution No. R19-156 approving final plat and development agreement.
- C. Public hearing - Application of Loup River Public Power District to rezone property located southeast of Lost Creek Parkway and Old Monastery Road from "RR" (Rural Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)
 - 1. Ordinance No. 19-37 approving rezoning.
- D. Public hearing - Application of JARA Properties, LLC to rezone property located at 1770 25 Avenue from "R-1" (Single-Family Residential District) to "R-3" (Multiple Family Residential District). (Planning Commission recommends approval.)
 - 1. Ordinance No. 19-38 approving rezoning.
- E. Public hearing - Application of Loup Rentals, LLC to rezone property located in the vicinity of 3 Avenue and 5 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)
 - 1. Ordinance No. 19-39 approving rezoning.
- F. Public hearing - Application of Loup Rentals, LLC to rezone property at 1709 10 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential).

(Planning Commission recommends approval.)

1. Ordinance No. 19-40 approving rezoning.

G. Public hearing - Application of Scotty's Properties, LLC to rezone property in the vicinity of 16 Avenue and vacated 5 Street from "R-2" (Urban-Family Residential) to "R-3" (Multiple-Family Residential) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)

1. Ordinance No. 19-41 approving rezoning.

H. Public hearing - Creation of a Property Assessed Clean Energy (PACE) District to provide financing options in order to promote the installation and use of energy efficiency improvements and renewable energy systems.

1. Ordinance on Second Reading - Ordinance No. 19-35 creating a Property Assessed Clean Energy (PACE) District to enable property assessed clean energy financing for property owners.

I. Public hearing - Consider Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area for FRC Housing, LLC, Redevelopment Project - Area 2 located between 30 Avenue and 34 Avenue and 20 Street and 12 Street. (Planning Commission recommends approval.)

1. Resolution No. R19-157 approving Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project).

8. COMMUNITY DEVELOPMENT AGENCY

A. Statement of Compliance with Open Meetings Act and Roll Call.

B. Resolution No. R19-158 approving a redevelopment agreement for a redevelopment project undertaken by FRC Housing, LLC as set forth in the "Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project)".

C. Resolution No. R19-159 approving amendment to redevelopment agreement for a redevelopment project undertaken by 4J Capital, LLC as set forth in the "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (The 4J Capital Redevelopment Project)."

D. Resolution No. R19-160 amending and restating Resolution No. R19-97 authorizing issuance of Tax Increment Revenue Bond for 4J Capital Redevelopment Project.

E. Adjournment.

9. PETITIONS AND COMMUNICATIONS - None

10. REPORTS OF CITY OFFICES - None

11. REPORTS OF COUNCIL COMMITTEES

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - October 14, 2019

1. Minutes of the September 9, 2019, Traffic Control Device Committee.
2. 2020 Pavement Management Program and Priority List.
3. Request from City of Columbus to vacate a portion of 24 Avenue from 12 Street north to the alley.

12. REPORTS OF SPECIAL COMMITTEES - None

13. REPORTS ON LEGISLATION - None

14. NEW BUSINESS

- A. Appointment of Anne Kinnison to Columbus Housing Authority for five-year term.
- B. Appointment of Timothy Moser as Firefighter/EMT/Hazmat Tech.
- C. Purchase of electronic citation equipment from Nebraska State Bid Contract in the amount of \$36,938 for police vehicles.
- D. Quote from Central Square Technologies in the amount of \$458,789 for Computer Aided Dispatch (CAD) software for the Joint Communications Center.
- E. Quote from Layne Granite Company in the amount of \$25,527 for annual extraction well maintenance.
- F. Purchase of the following vehicles and equipment through Sourcewell Contract and Nebraska State Bid Contract: Transfer Station loader in the amount of \$181,349; Sewer Collection sewer cleaner in the amount of \$249,300.44; Street Department hillside slope mower in the amount of \$26,379.25; Street Department gradall excavator in the amount of \$259,771.50; Sewer Collection/Public Works Director vehicle in the amount of \$30,161; Water Production pickup in the amount of \$29,473; Community Development vehicle in the amount of \$17,457; Engineering Department pickup in the amount of \$27,977; and Parks Department pickup in the amount of \$27,783.
- G. Comments from mayor and city council members.

15. RESOLUTIONS - None

16. ORDINANCES ON FIRST READING

A. Ordinance No. 19-42 amending Chapter 150 of Title XV of Ordinance No. 05-47 (Columbus City Code) adopting amendments to the 2012 International Residential Code. (Planning Commission recommends approval.)

17. ORDINANCES ON SECOND READING - Ordinance No. 19-35 included in Public Hearings.

18. ORDINANCES ON THIRD READING - None

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

A. ARL Credit Services

20. UNFINISHED BUSINESS - None

21. ADJOURNMENT

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on October 7, 2019, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Fire Chief Dan Miller, and Waste Water Treatment Facility Supervisor Marty Eaton.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of September 16, 2019, City Council meeting.**
 - 4.B. **Minutes of September 18, 2019, Civil Service Commission meeting certifying the following Firefighter/EMT/Hazmat Tech candidates: Timothy Moser, Jose Audelo Rios, and Derek Salak.**
 - 4.C. **Resolution No. R19-146 authorizing payment of various improvement projects.** Resolution No. R19-146 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 \$353,673.36; BIERMAN CONTRACTING, INC. – FRONTIER PARK RESTROOM \$11,508.30; ERIKSEN CONSTRUCTION CO., INC. – WWTF PH. 4 \$409,847.27.

4.D. August Finance Department reports.

4.E. Payroll and bills on file. CP=Capital Projects; E=Expenses; I=Investments; P=Payroll Expenses; R=Refund; S=Service & Supplies; T=Training 10/18/19 Payroll \$629,408.99; A & D Technical 4,828.80 S; Ace Hardware 904.61 S; Advance Auto Parts 604.91 S; Affordable Overhead Doors 613.00 S; AJ Bloebaum Electric 781.50 S; Alley Poyner Macchietto 5,900.00 CP; Amazon 5,272.59 S; Anderson Auto Body 1,517.78 S; APWA 680.00 S; Aqua-Chem 316.20 S; Aquafix 425.00 S; Aqua-Pure 7,507.90 S; Asphalt & Concrete 4,675.40 S; Assoc Fire Protection 450.00 S; AVI Systems 10,567.42 S; B-D Const 353,673.36 CP; Bierman Contracting 11,508.30 CP; Bobcat 589.71 S; Bomgaars 735.51 S; Bound Tree Medical 741.80 S; Brite 648.00 S; Cat's Pro Mow 250.00 S; Central Parts 216.09 S; Central Valley Ag 438.93 S; City of Col 9,105.92 S; City of Norfolk 5,400.00 S; Civic Plus 6,764.52 S; Club Prophet 1,369.00 S; CNC Repair 1,989.10 S; Col Custom Embroidery 432.00 S; Col Motor 993.80 S; Col Screen Printing 169.00 S; Col Steel 25.00 S; Telegram 1,590.37 S; Col Tire 30.00 S; Commonwealth Electric 3,464.73 S; Community Internet 45.00 S; Connecting Point 1,854.99 S; Consolidated Mgmt 161.76 T; Consolidated Water Solutions 13,500.03 S; Continental Research 3,646.74 S; Cornerstone Bank 2,450,000.00 I; Cornhusker Int'l Trucks 488.42 S; Cornhusker Power 933.02 S; Cues 900.00 S; Culligan 1,076.40 S; Daldorado 7,083.53 S; Dale Johnson Trucking 1,536.47 S; DAS State Accounting 704.00 S; DTN 747.00 S; Dubas Refrigeration 104.00 S; Doug Dunbar 2,293.07 S,E; Eakes 1,881.19 S; EBSCO Industries 219.81 S; Ecolab 271.44 S; Electrical Eng & Equip 601.82 S; Electronic Eng 196.15 S; Eriksen Const 409,847.27 CP; Ernst Auto 1,000.00 S; Evident 6,417.32 S; Extreme Glass 277.20 S; Fastenal 158.71 S; First National Bank 406.59 S; Geocomm 7,064.00 S; Gerhold Concrete 617.43 S; G-O Rapid Lube 56.06 S; Graybar Electric 325.92 S; Hadley-Braithwait 387.65 S; Hawkins 3,793.11 S; Hi-Lo Equip 123.81 S; HOA Solutions 513.60 S; HTR/Klute Truck Equip 1,250.00 S; Hy-Vee 370.62 S; Ingram Library Services 3,763.04 S; Jackson Services 2,120.70 S; JEO Consulting 13,211.75 CP,S; K & S Tool 216.99 S; Sally Kallhoff 29.39 R; Sally Keating 225.00 R; Kelly Supply 1,175.82 S; J Kline 187.04 E; Koch Excavating 342.60 S; Lakeview Small Engine 1,184.53 S; Lawson Products 273.15 S; League of NE Municipalities 50,015.00 S,T; Lincoln Winwater Works 2,616.59

S; Lake Stop 23.03 S; Loup Power 2,930.69 S; M & L 5,095.00 S; M & O Door 136.00 S; Macqueen Equip 477.60 S; Mail Prep 8,772.34 S; Mailbox 600.76 S; MailFinance 642.63 S; Matheson-Linweld 22.80 S; Mechanical Sales 3,210.85 S; Mellen & Assoc 786.64 S; Menards 1,701.72 S; Mid-State Eng 350.00 S; MW Service 104.00 S; MW Tape 589.85 S; Mike's Towing 925.00 S; NAPA 78.44 S; NE Law Enforcement 280.00 T; NE Municipal Clerks' Assoc 90.00 S; NE Notary Assoc 204.00 S; NE Public Health 757.00 S; NE State Patrol 380.00 S; NE-IA Industrial 143.00 S; Neopost 1,000.00 S; Niemann's Port-A-Pot 40.00 S; NMVCA 50.00 T; NENEDD 1,301.88 S; NE NE Solid Waste Coalition 66,324.36 S; Novicki Fire Prevention 113.00 S; NSA/POAN 95.00 T; Occupational Health 858.00 S; Officenet 1,691.29 S; Olson's Pest Techn 52.00 S; One Call Concepts 295.57 S; One Source 165.00 S; O'Reilly 863.23 S; Performance Paint 958.50 S; Performance Printing 242.25 S; Pete Lien 5,138.35 S; Petty Cash 83.81 E; Plains Equip 288.40 S; Platte Valley Equip 1,021.90 S; Presto-X 177.00 S; Professional Surveyors Assoc 175.00 S; Quill 25.97 S; Ramada 92.63 T; Reardon 41.46 S; Recorded Books 108.91 S; Redstone Vet 2,276.40 S; RCI 94,165.52 P; Road Builders 31,845.00 S; Roma Gray 59.54 R; RVW 13,904.09 CP; S & S Willers 574.28 S; Sackett Electric 112.50 S; Sandry Fire Supply 51.20 S; Sapp Bros 19,582.19 S; SCG Consulting 3,908.00 S; Schindler Elevator 557.60 S; Z Schoenhofer 22.00 E; Security Equip 3,412.00 S; ServiceMaster 2,085.00 S; Settje Plumbing 175.72 S; Sherwin-Williams 481.83 S; Shevlin Supply 785.04 S; Shred Monster 45.00 S; Siedlik Signs 80.00 S; Southern Carlson 942.08 S; NE Dept of Revenue 51,060.08 S; State Treasurer 2,924.55 S; Stericycle 918.16 S; Sunbelt Rentals 5,490.80 S; Super Saver 143.34 S; P Sybrant 74.24 E; Sysco 4,885.82 S; T-Bone Fuel 6,756.76 S; Home Depot 46.47 S; Tire Outlet 927.00 S; Tooley Drug 244.80 S; TotalFunds 1,000.00 S; TSC 77.27 S; Travelers 8,728.00 S; Tri-County Repairs 92.54 S; Truck Center 377.48 S; Turfwerks 85.27 S; Tworek Welding 76.00 S; U & I Sanitation 91.25 S; USA Blue Book 809.23 S; Van Wall Equip 52.00 S; Verizon 526.94 S; VVS Canteen 216.49 S; Wahltek 1,500.00 S; Walker Foundations 2,500.00 S; Walmart 1,877.53 S; Waste Connections 195.00 S; Water Env Federation 148.00 S; Wellness Council 20.95 S; Wellness Partners 200.00 S; Wise Safety 4,970.47 S; Zee Medical 24.20 S; Zegers Automotive 176.37 S. TOTAL \$3,823,182.84 **PLUS PAYROLL**

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Proclamation declaring October 2019 as Physical Therapy month.** Bulkley proclaimed October 2019 as Physical Therapy month.
 - 6.B. **Columbus Community Guide Update.** It was noted that the presenter for this agenda item was unable to attend this meeting. This item was removed from the agenda with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye"

and none voted "Nay".

7. PUBLIC HEARINGS:

7.A. Public hearing - One and Six Year Plan. No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. Resolution No. R19-147 adopting a One and Six Year Plan. Resolution No. R19-147 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING A ONE AND SIX YEAR PLAN FOR HIGHWAY, ROAD, AND STREET IMPROVEMENTS FOR THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Schilling and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.2. Resolution No. R19-148 authorizing the mayor to sign the Municipal Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards form. Resolution No. R19-148 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE MAYOR TO SIGN THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2019 FORM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Request from Russ Strehle to discuss sewer odors in the southeast corner of Columbus. Russ Strehle, 310 S 4 Street, explained the events that have transpired to date with regard to the sewer odor issues in the southeast corner of the city. Mark Ahlers, 365 S Deer Creek Place; Tim Warren, 355 S

Avenue; Mike Dreesen, 316 S Deer Creek Place; Mike Lee, 310 S 5 Street; Eric Frerichs, 374 S Deer Creek Place; Evan Trofholz, 473 S Quail Landing Place; Adam Lindgren, 324 4 Street; Roger Roberts, 477 S 7 Avenue; Rudy Brunkhorst, 255 3 Avenue; Angie Wemhoff, 373 S Deer Creek Place; and Emilia Vasina, 473 S Deer Creek Place, reported that the odors are offensive, asked for resolution, and expressed concerns regarding the affect on their health as the odor has caused headaches, stomach upset, and burning eyes, nose, and throat. Sliva acknowledged the issue, explained that staff is diligently working on a resolution, and is tracking the source in order to prevent the problem from continuing. Reuel Anderson, National Pollution Discharge Elimination System Permits and Compliance for Nebraska Department of Environment and Energy, described the pre-treatment program for significant industrial users as well as the requirements for obtaining permits. He noted that inspectors recently performed an investigation and are in the process of reviewing the information.

- 13.B. Application of American Legion Post No. 84 for Constance Hickey as manager in conjunction with Class "C" liquor license.** The application of American Legion for Constance Hickey as manager in conjunction with Class "C" liquor license was approved with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.C. Purchase of three vehicles for Police Department from Nebraska state bid contract in the total amount of \$117,384.** The purchase of three vehicles from Nebraska state bid contract was approved with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.D. Quote from All Makes Office Equipment in the amount of \$54,556.84 for office furniture for new fire station.** The quote from All Makes Office Equipment for office furniture was accepted with a motion by Schilling and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Quote from Downey Drilling, Inc. in the amount of \$13,917 for chemical well treatment.** The quote from Downey Drilling, Inc. for chemical well treatment was accepted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Quote from A & D Technical Supply Co. in the amount of \$19,798.60 with trade-in for global navigation satellite system for Engineering Department.** The quote from A & D Technical Supply Co. for global navigation satellite system was accepted with a motion by Augustine-Schulte and a

second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.G. Proposal from Felsburg, Holt, & Ullevig in the amount of \$10,953 for Drainage Criteria Manual. The proposal from Felsburg, Holt, & Ullevig for Drainage Criteria Manual was accepted with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.H. Request for Qualifications for South Thoroughfare Study. City staff was authorized to advertise for a Request for Qualifications for the South Thoroughfare Study with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.I. Comments from mayor and city council members. Lohr invited the public to the Taste of Columbus event from 4:30 p.m. to 8:30 p.m. on October 13th at the Ramada and announced that this year's recipients are the Columbus Area Chamber of Commerce and NeighborWorks Northeast Nebraska. Bulkley referred to the recent issues with water billing and said staff is working diligently to correct the problems. He acknowledged the confusion with regard to conflicting notices on whether or not last month's bills should be paid and said the city is waiving late fees for that billing period. Bulkley expressed appreciation to those who had patience while the issues were being worked out. He also expressed disappointment to those who were rude and unpleasant to city staff who were doing their job as directed and said they deserve respect from the public that they serve. Bulkley referred to a recent newspaper article published by Jamie Adame, Code Enforcement Technician, and said the city is making an effort to educate the public on city ordinances with regard to keeping storm sewers free of debris, parking, etc. and said the City Code will be enforced.

14. RESOLUTIONS:

14.A. Resolution No. R19-149 approving agreement with State of Nebraska Department of Economic Development for 'Site and Building Development Fund Business Recruitment and Expansion Project' for a project with Becton, Dickinson and Company in an amount not to exceed \$500,000. Resolution No. R19-149 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH THE STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT REGARDING THE "SITE AND BUILDING DEVELOPMENT FUND BUSINESS RECRUITMENT AND EXPANSION PROJECT" FOR A PROJECT WITH BECTON, DICKINSON AND COMPANY IN AN AMOUNT NOT TO EXCEED \$500,000, A COPY OF

- WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.B. Resolution No. R19-150 approving agreement with Becton, Dickinson and Company for project funding from the Nebraska Department of Economic Development 'Site and Building Development Fund' in an amount not to exceed \$500,000 for construction and improvements of a manufacturing facility.** Resolution No. R19-150 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH BECTON, DICKINSON AND COMPANY FOR PROJECT FUNDING FROM THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT "SITE AND BUILDING DEVELOPMENT FUND" IN AN AMOUNT NOT TO EXCEED \$500,000, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R19-151 approving Memorandum of Understanding and agreement with Columbus Public School District designating the Columbus Police Department as the school district's law enforcement unit.** Resolution No. R19-151 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT WITH COLUMBUS PUBLIC SCHOOL DISTRICT DESIGNATING THE COLUMBUS POLICE DEPARTMENT AS THE SCHOOL DISTRICT'S LAW ENFORCEMENT UNIT UNDER THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT, 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, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Kresha and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R19-152 approving agreement with International Association of Fire Fighters, Local No. 1575, effective October 1, 2019 through September 30, 2023.** Resolution No. R19-152 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF

COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1575, EFFECTIVE OCTOBER 1, 2019, THROUGH SEPTEMBER 30, 2023, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HERewith was adopted with a motion by Augustine-Schulte and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 19-34 vacating 5 foot side-yard easements on Lots 3, 4, and 5 in Block B and Lots 4, 5, 6, 7, 8 and 9 in Block D, all in Farm View Addition. The rules were suspended and Ordinance No. 19-34 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO VACATE 5 FOOT SIDE-YARD EASEMENTS ON LOTS 3, 4, 5 IN BLOCK B AND LOTS 4, 5, 6, 7, 8, 9 IN BLOCK D, ALL IN FARM VIEW ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA was read by number only with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-34 was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15.B. Ordinance No. 19-35 creating a Property Assessed Clean Energy (PACE) District to enable property assessed clean energy financing for property owners. On its first reading, Ordinance No. 19-35 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING: None

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

19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 8:32 p.m. with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 21 day of October, 2019.

MAYOR

ATTEST:

CITY CLERK

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on October 7, 2019, at 8:35 p.m., following the 7 p.m. City Council meeting, in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by posting at Columbus City Hall, Columbus Public Library, and the Platte County Courthouse on October 3, 2019, with an affidavit of posting being on file in the office of the City Clerk. Notice of this meeting was given simultaneously to the Mayor, designated as the chief executive officer of the agency, and members of the City Council, as the Community Development Agency, with a copy of the acknowledgement of receipt of notice being on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Council President Bahr announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Also present was Mayor James Bulkley. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, and Police Chief Chuck Sherer.

2. **Resolution No. R19-153 approving redevelopment agreement with WHO Development, LLC for Phase II of the WHO Development redevelopment project as set forth in the "Second Supplement to the Redevelopment Plan entitled: Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Freddy's Frozen Custard & Steakhburgers restaurant).** Resolution No. R19-153 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY WHO DEVELOPMENT, LLC, AS SET FORTH IN THE "SECOND SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE II OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)" was adopted with a motion by Schilling and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

3. **Adjournment:** The meeting adjourned at 8:37 p.m. with a motion by Jablonski and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

OCTOBER 7, 2019

PROCEEDINGS OF
COMMUNITY DEVELOPMENT AGENCY

4373

Presented and approved this 21 day of October, 2019.

MAYOR

ATTEST:

CITY CLERK

AMENDED

CIVIL SERVICE COMMISSION MINUTES

September 18, 2019

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Keith Riley on Wednesday, September 18, 2019 at 4:00 p.m. in the First Floor Conference Room of City Hall.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on September 9, 2019. 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 Keith Riley 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 Keith Riley, Chris Steinke, Bill Gumm, Doug Kluth, and Jack Gutierrez. The minutes from the April 18, 2019 meeting were approved with a motion by Kluth and a second by Gumm with all members voting "Aye".

The purpose of the meeting was to interview six applicants for the position of Firefighter/EMT/Haz Mat Tech and agree upon the names of three Firefighter/EMT/Haz Mat Tech candidates who would be certified for one year to the appointing authority as qualified for the position of Firefighter/EMT/Haz Mat Tech.

After some discussion, it was moved by Kluth and seconded by Steinke to certify to the Mayor and City Council in no particular order, the applicants Timothy Moser, Jose Audelo Rios and Derek Salak. The commission also selected Gavin Sparr as a fourth name for the potential of another position opening in the near future.

There being no further items of business for the agenda, the meeting was adjourned at approximately 7:20 p.m.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

CIVIL SERVICE COMMISSION MINUTES

October 7 and 8, 2019

A meeting of the Columbus Civil Service Commission was convened in open and public session by Chair Keith Riley on Monday, October 7 and Tuesday, October 8, 2019 at 4:00 p.m. in the First Floor Conference Room of City Hall.

Notice of these meeting were given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on September 30, 2019. Availability of the agendas were communicated in the advance notice and in the notice to the Columbus Civil Service Commission of these meetings. All proceedings hereafter shown were taken while the convened meetings were open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Chair Keith Riley read the following statement at both meetings: "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 Keith Riley, Chris Steinke, Bill Gumm, Doug Kluth, and Jack Gutierrez. The minutes from the previous meeting were approved with a motion by Kluth and a second by Gutierrez with all members voting "Aye".

The purpose of the meeting was to interview one applicant on October 7, 2019 and five applicants on October 8, 2019 for the position of Fire Lieutenant agree upon the names of three candidates who would be certified to the appointing authority as qualified for the position of Fire Lieutenant.

After some discussion, it was moved by Kluth and seconded by Gumm to certify to the Mayor and City Council in no particular order, the applicants Ryan Sabata, Nate Jones and Eric Morgan.

There being no further items of business for the agendas, the meetings were adjourned at approximately 5:00 p.m. on October 7, 2019 and 7:40 p.m. on October 8, 2019.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

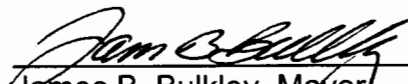
MEMORANDUM

DATE: October 15, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following names to you for reappointment at the October 21, 2019, 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.

SENIOR CENTER ADVISORY BOARD (3-Year Terms)

Jean Knapp
Bonnie McPhillips
Larry Winter


James B. Bulkley, Mayor

CommitteeMtg/AssignReappoint/SeniorCntrAdvBd

RESOLUTION NO. R19- 154

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	\$494,699.57
B-D Construction, Inc.	Police Station	\$686,656.76
Hydro-Klean, LLC	2019 Sanitary Sewer Rehab	\$213,655.50

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

B-D Construction, Inc.	Fire Station	\$494,699.57
B-D Construction, Inc.	Police Station	\$686,656.76
Hydro-Klean, LLC	2019 Sanitary Sewer Rehab	\$213,655.50

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

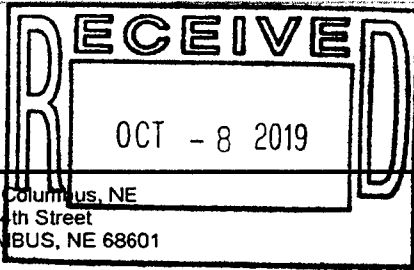
MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY



COPY

AIA Type Document
Application and Certification for Payment

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

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 14
PERIOD TO: 9/30/2019

DISTRIBUTION
TO:
OWNER
X ARCHITECT
CONTRACTOR

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

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

ARCHITECT'S
PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 7,634,360.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 4,217,150.40
5. RETAINAGE:
a. 10.00% of Completed Work \$ 392,889.65
b. 10.00% of Stored Material \$ 28,825.40
Total retainage (Line 5a + 5b) \$ 421,715.05
6. TOTAL EARNED LESS RETAINAGE \$ 3,795,435.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 3,300,735.78
8. CURRENT PAYMENT DUE \$ 494,699.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 3,838,924.65

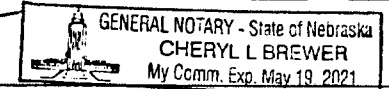
Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

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

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

By: Bryan L. Kearney / Treasurer Date: 10.1.19

State of: NE
County of: Platte
Subscribed and Sworn to before me this 1st Day of Oct. 20 19
Notary Public: Cheryl L Brewer
My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

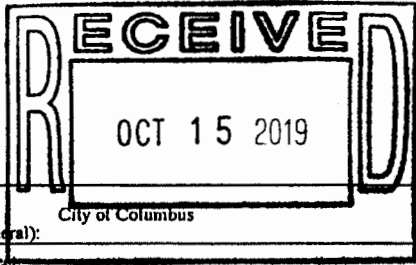
AMOUNT CERTIFIED \$ 494,699.57

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

ARCHITECT: WSKF Architects, Inc.
By: [Signature] Date: 10/3/19

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

CIP 20-88
211-211-57550



COPY

Contractor's Application for Payment No. 17

To (General): City of Columbus	Application Period: 9-01-19-thru 9-30-19	Application Date: 9/30/2019
Project:	From (Contractor): B-D Construction, Inc.	Page 1 of 4
Project Number:	Contract: New Columbus Police Station	Subcontract Number
	Contractor's Project No.: 18-014	

Application For Payment
Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$7,782,583.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$7,782,583.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet).....	\$	\$6,447,412.55
5. RETAINAGE:		
a. X Work Completed.....	\$	\$390,649.64
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$390,649.64
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$6,056,762.91
7. LESS PREVIOUS BILLINGS (Line 6 from prior Application).....	\$	\$5,341,890.83
8. AMOUNT DUE THIS APPLICATION.....	\$	\$714,872.08
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above).....	\$	\$1,725,820.09

THESE ENTRIES
HAVE NOT BEEN
ADJUSTED TO
REFLECT THE
BREAKDOWN
PAGES

Contractor's Certification

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

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

(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: Chris Langan, Vice President Date: 9/30/2019

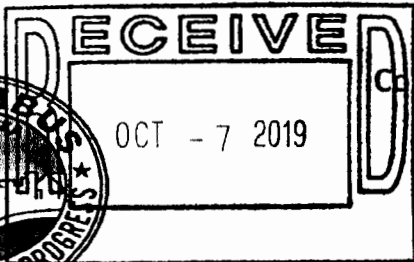
Payment of: \$ ~~714,872.08~~ \$686,656.76
(Line 8 or other - attach explanation of the other amount)

is recommended by: *[Signature]* 10/4/2019
(Date) *[Signature]* 10/15/19

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

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

CIP 20-87
211-211-57550



Contractor's Application and Certificate of Payment

COPY

Contractor's Application for Payment No: 1		
Application Period:	From: 8/12/19	To: 10/2/19
To (Owner): Rick Bogus - City of Columbus	From (Contractor): Hydro-Klean, LLC	Via (Engineer):
Project Name: 2019 Sanitary Sewer Rehabilitation		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Change Orders Approved by Owner:		
Number	Additions	Deductions
Field Order no. 1	\$ 70,382.00	
TOTALS	\$ 70,382.00	\$ -
NET CHANGE		

1. ORIGINAL CONTRACT PRICE.....	\$ 193,957.78
2. Net change by Change Orders.....	\$ 70,382.00
3. Current Contract Price (Line 1 + 2).....	\$ 264,339.78
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	
5. RETAINAGE: (10% of Completed Work and Stored Material)	\$ 23,739.50
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	
8. AMOUNT DUE THIS APPLICATION.....	\$ 213,655.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 23,739.50

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: Hydro-Klean LLC

By: [Signature] Date: 10/7/19

Printed/Typed Name: Rob Sherwood

Payment of:	\$ 213,655.50
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<u>[Signature]</u> <u>10/13/19</u>
	(Engineer) (Date)
Payment of:	\$ 213,655.50
	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____ (Date)
	(Owner)
Approved by:	_____ (Date)
	Funding Agency (if applicable)

RESOLUTION NO. R19- 155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 12 AND JUNE 13, 2020, FOR ANNUAL ANTIQUE TRACTOR AND GAS ENGINES SHOW.

WHEREAS, the City of Columbus has received a request from the Antique Tractor and Gas Engines Show, Inc. for their annual Antique Tractor and Gas Engines Show to camp overnight on June 12 and June 13, 2020, in Pawnee Park; and,

WHEREAS, the Columbus Board of Parks Commissioners have recommended approval of the overnight event as permitted by City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of the Antique Tractor and Gas Engines Show, Inc. to host their annual Antique Tractor and Gas Engines Show and camp overnight on June 12 and June 13, 2020, in Pawnee Park is approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City Park Supervisor:

Doug Moore:

September 3rd, 2019

City Board:

The Antique Tractor and Gas Engines Show members would like to reserve the West Pawnee Park area , South side of tennis court and Parking lot , as in past years. For our Annual show, Set up Friday June 12th, 2020 and Show Time Saturday June 13th, and Sunday June 14th, 2020. Also camping out over night Friday and Saturday.

Thank you.

The Antique Tractor and Gas Engines Show Members

Robert & Diane Sliva

14120 S Rd Lot L

Columbus, Nebr 68601



The City of *Columbus*

BOARD OF PARKS COMMISSIONERS

Public Property Director (402) 562-4240

Fax (402) 562-4265

DATE: October 15, 2019

TO: Mayor and City Council

FROM: Board of Park Commissioners

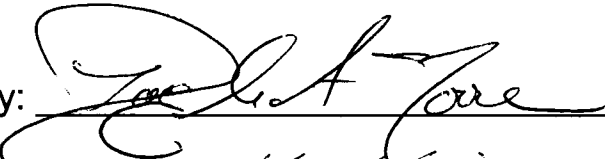
RE: Antique Tractor and Gas Engine Show


At the October 15, 2019, Park Board meeting, the Board of Parks Commissioners recommended that the City Council approve the request by the Antique Tractor and Gas Engine Show to host their annual event in Pawnee Park on Friday, June 12, 2020; Saturday, June 13, 2020; and Sunday June 14, 2020.

Members of the club request to camp overnight in the park for the event and that request requires City Council approval. The show is a well-organized event and park department staff has had no problems with the event in the past.



 Brad Hansen
 Park Board Chairman

By: 

Approved By: 

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 10/22/2019 - 10/22/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
41187	CENTRAL COMMUNITY COLLEGE	10/10/2019	10/22/2019	5,000.00	5,000.00	Open	N
40729	COLUMBUS FAMILY RESOURCE CTR	10/03/2019	10/22/2019	8,925.00	8,925.00	Open	N
40749	DELLL MARKETING LP	10/02/2019	10/22/2019	5,571.01	5,571.01	Open	N
40724	DUNBAR DOUGLAS	09/30/2019	10/22/2019	9,846.77	9,846.77	Open	N
40904	INSURANCE SERVICES OF COLUMBUS	09/30/2019	10/22/2019	5,826.02	5,826.02	Open	N
41014	LOUP POWER DISTRICT E	10/02/2019	10/22/2019	8,824.58	8,824.58	Open	N
41032	LOUP POWER DISTRICT E	10/02/2019	10/22/2019	5,276.00	5,276.00	Open	N
41378	LOUP POWER DISTRICT E	10/08/2019	10/22/2019	5,363.80	5,363.80	Open	N
40838	ROAD BUILDERS MACHINERY AND SUPPLY	09/27/2019	10/22/2019	8,300.00	8,300.00	Open	N
# of Invoices:	9	# Due:	9	Totals:	62,933.18	62,933.18	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					62,933.18	62,933.18	

--- TOTALS BY FUND ---

100 - GENERAL FUND	43,173.79	43,173.79
211 - 1/2 CENT SALES TAX	5,571.01	5,571.01
500 - UTILITY SERVICE	8,824.58	8,824.58
520 - WATER	5,363.80	5,363.80

--- TOTALS BY DEPT/ACTIVITY ---

103 - COLUMBUS COMMUNITY CENTER	8,925.00	8,925.00
125 - VOLUNTEER FIRE DEPARTMENT	10,826.02	10,826.02
152 - AQUATIC CENTER POOL	5,276.00	5,276.00
155 - VAN BERG GOLF	3,417.89	3,417.89
156 - QUAIL RUN GOLF	14,728.88	14,728.88
211 - 1/2 CENT SALES TAX	5,571.01	5,571.01
501 - WASTEWATER TREATMENT FAC	8,824.58	8,824.58
520 - WATER	5,363.80	5,363.80

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00001 10/22/2019	A & D TECHNICAL SUPPLY INVOICE	092619ENG	GS18T GNSS ANTENNA W/ CS20 CONTROLLER W/TRAI	19,798.60	
			Total:	19,798.60	
			Net of 1 Invoices / 0 Checks	19,798.60	
02057 10/22/2019	A TO Z MESSAGING INVOICE	10162	ANSWERING SERVICE	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116 10/22/2019	ACE HARDWARE & GARDEN CNT INVOICE	163877/5	PUSH COUPLING	4.59	
10/22/2019	INVOICE	163879/5	PRIMER/PAINT	8.00	
10/22/2019	INVOICE	163908/5	TOILET SEAT HINGE	3.99	
10/22/2019	INVOICE	163944/5	SANDING MASK	22.99	
10/22/2019	INVOICE	164042/5	SUPPLIES	10.68	
10/22/2019	INVOICE	164050/5	PROPANE	115.71	
10/22/2019	INVOICE	164040/5	KEYS	27.48	
10/22/2019	INVOICE	163974/5	AIR CLEANER CANISTER	15.99	
10/22/2019	INVOICE	163968/5	PAINT SHIELD 3PC SET	5.99	
10/22/2019	INVOICE	163978/5	VELCRO TAPE	19.99	
10/22/2019	INVOICE	163995/5	SUPPLIES	70.56	
10/22/2019	INVOICE	164003/5	OIL	13.98	
10/22/2019	INVOICE	164008/5	SUPPLIES	4.00	
10/22/2019	INVOICE	163983/5	PAINT SUPPLIES	10.95	
10/22/2019	INVOICE	164025/5	PAINT BRUSH	41.94	
10/22/2019	INVOICE	164034/5	FUEL SPOUT CAN	11.49	
10/22/2019	INVOICE	164076/5	SUPPLIES	18.49	
10/22/2019	INVOICE	164084/5	BOWL CLEANER	22.32	
10/22/2019	INVOICE	164107/5	SUPPLIES	44.52	
10/22/2019	INVOICE	164116/5	PVC CAP 3" SLIP	5.13	
10/22/2019	INVOICE	164123/5	WATER JET NOZZLE	5.99	
10/22/2019	INVOICE	164124/5	PAINT SUPPLIES	57.92	
10/22/2019	INVOICE	164133/5	ADAPTOR	0.99	
10/22/2019	INVOICE	164160/5	SUPPLIES	77.95	
			Total:	621.64	
			Net of 24 Invoices / 0 Checks	621.64	
03104 10/22/2019	ACE SANITATION SERVICE INVOICE	4931 SEPT	SEPTEMBER GARBAGE SERVICE	35.00	
10/22/2019	INVOICE	4933 SEPT	SEPTEMBER GARBAGE SERVICE	35.00	
10/22/2019	INVOICE	4932 SEPT	SEPTEMBER GARBAGE SERVICE	35.00	
			Total:	105.00	
			Net of 3 Invoices / 0 Checks	105.00	
00180 10/22/2019	ADVANCE AUTO PARTS INVOICE	5606927580409	HEADLAMP BULB	72.10	
10/22/2019	INVOICE	5606927680452	MINI BULB	14.00	
10/22/2019	INVOICE	5606928368571	BATTERY	125.84	
10/22/2019	INVOICE	5606928768609	STT LAMP	20.73	
10/22/2019	INVOICE	5606928780708	CREDIT RETURN-BATTERY CORE	(22.00)	
10/22/2019	INVOICE	5606928480678	HEAVY DUTY OIL/LUBE SPIN	47.71	
10/22/2019	INVOICE	5606928480650	FILTERS/OIL	55.15	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	5606925289758	UNIT 37	36.75	
10/22/2019	INVOICE	5606924767893	MIS-BILLED BATTERY	(132.54)	
10/22/2019	INVOICE	5606924767892	BATTERY	110.54	
10/22/2019	INVOICE	56069241289551	BALL JOINT	89.62	
10/22/2019	INVOICE	5606924189550	FILTERS	75.21	
10/22/2019	INVOICE	5606924189548	FILTERS	75.21	
10/22/2019	INVOICE	5606928768622	AIR RE-FRESHNER	6.15	
Total:				574.47	
Net of 14 Invoices / 0 Checks				574.47	
00102	AG SPRAY EQUIPMENT				
10/22/2019	INVOICE	170500	DRY BROOM 3 OUTLET 1/2 VITON	11.12	
10/22/2019	INVOICE	171023	PARTS	1,970.00	
10/22/2019	INVOICE	171026	PARTS	32.75	
Total:				2,013.87	
Net of 3 Invoices / 0 Checks				2,013.87	
02313	ALLEY POYNER MACCHIETTO				
10/22/2019	INVOICE	18138-6	COLUMBUS LIBRARY STUDY	1,479.80	
Total:				1,479.80	
Net of 1 Invoices / 0 Checks				1,479.80	
02304	ALPHAMEDIA USA LLC				
10/22/2019	INVOICE	093019AQUATIC	SEPTEMBER ADVERTISING	1,675.00	
Total:				1,675.00	
Net of 1 Invoices / 0 Checks				1,675.00	
00501	AMAZON				
10/22/2019	INVOICE	473764565459	AVERY FOLDER LABELS	27.29	
10/22/2019	INVOICE	973589374466	PACIFIC BLUE PAPER TOWELS	26.96	
10/22/2019	INVOICE	453356778793	PACIFIC BLUE PAPER TOWELS	26.96	
10/22/2019	INVOICE	764639799743	ENVELOPES	18.74	
10/22/2019	INVOICE	667579776595	SELF-INKING STAMP	9.99	
10/22/2019	INVOICE	477568457445	PENS AND BATTERIES	48.91	
10/22/2019	INVOICE	467659385349	PENS/REFILLS	12.94	
10/22/2019	INVOICE	678843769393	GARMIN INSTINCT/VELASQUEZ QM	262.22	
10/22/2019	INVOICE	445389988657	BUNN FIKTERS, TRASH BAGS/CD MARKERS	51.07	
10/22/2019	INVOICE	539383687446	LITHIUM BATTERIES	72.99	
10/22/2019	INVOICE	437748458367	BASKETWEAVE CASES/VELASQUEZ QM	86.19	
10/22/2019	INVOICE	0044759CM-03	CREDIT MEMO	(18.50)	
Total:				625.76	
Net of 12 Invoices / 0 Checks				625.76	
00133	AMERICAN LEGAL PUBLISHING CORP				
10/22/2019	INVOICE	0130602	ORDINANCE UPDATE/LINKED	10.00	
Total:				10.00	
Net of 1 Invoices / 0 Checks				10.00	
00418	AQUA-CHEM INC				
10/22/2019	INVOICE	00192315	CPO CLASS-MARTENS/MUNDIL	300.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
			Total:		
			Net of 3 Invoices / 0 Checks	1,215.25	
02324 10/22/2019	ASPHALT & CONCRETE INVOICE	00046095	COLD MIX	2,136.38	
			Total:	2,136.38	
			Net of 1 Invoices / 0 Checks	2,136.38	
00976 10/22/2019	AVI SYSTEMS, INC INVOICE	88634582	DISPATCH ROOM TVS	16,108.97	
			Total:	16,108.97	
			Net of 1 Invoices / 0 Checks	16,108.97	
03119 10/22/2019	B-D CONSTRUCTION INC INVOICE	17	NEW POLICE STATON	686,656.76	
10/22/2019	INVOICE	14	FIRE STATION CIP 20-88	494,699.57	
			Total:	1,181,356.33	
			Net of 2 Invoices / 0 Checks	1,181,356.33	
03124 10/22/2019	BEARD-WARREN HEATING & INVOICE	069311	CHECK TRANE ROOFTOP UNIT/REPAIR	141.20	
10/22/2019	INVOICE	069347	A/C COMPRESSOR	2,320.00	
10/22/2019	INVOICE	069346	CONDENSOR/CAPACITOR FOR A/C UNIT	418.05	
			Total:	2,879.25	
			Net of 3 Invoices / 0 Checks	2,879.25	
02970 10/22/2019	BEATRICE SCALE COMPANY INC. INVOICE	10783	TRANSIET PROTECTION	489.14	
			Total:	489.14	
			Net of 1 Invoices / 0 Checks	489.14	
03074 10/22/2019	BEHLEN CADE M. INVOICE	101719WWCOLL	MEAL REIMBURSEMENT - TRAINING	39.33	
			Total:	39.33	
			Net of 1 Invoices / 0 Checks	39.33	
00461 10/22/2019	BEHLEN TOWING LLC INVOICE	23773	TOWING	90.00	
10/22/2019	INVOICE	23775	TOWING	90.00	
10/22/2019	INVOICE	23779	TOWING	195.00	
10/22/2019	INVOICE	22739	TOWING	90.00	
10/22/2019	INVOICE	22741	TOWING	90.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	23787	TOWING	90.00	
10/22/2019	INVOICE	22743	TOWING	90.00	
10/22/2019	INVOICE	23791	TOWING	90.00	
10/22/2019	INVOICE	23822	TOWING	90.00	
Total:				915.00	
Net of 9 Invoices / 0 Checks				915.00	
02421	BIBLIOTHECA LLC				
10/22/2019	INVOICE	INV-US25322	AUDIO/EBOOK LICENSES	102.85	
Total:				102.85	
Net of 1 Invoices / 0 Checks				102.85	
00207	BISSELL HOSE COMPANY				
10/22/2019	INVOICE	190819-01-1-COL	MEALS	279.75	
Total:				279.75	
Net of 1 Invoices / 0 Checks				279.75	
03256	BLACK HILLS ENERGY				
10/22/2019	INVOICE	8429 6210 02 OCT	NATURAL GAS	465.80	
10/22/2019	INVOICE	6007 1329 48 OCT	NATURAL GAS	154.55	
10/22/2019	INVOICE	6942 7542 63 OCT	NATURAL GAS	47.77	
10/22/2019	INVOICE	5317 1214 84 OCT	NATURAL GAS	41.42	
10/22/2019	INVOICE	1450 5796 12 OCT	NATURAL GAS	35.13	
10/22/2019	INVOICE	5156 7873 42 OCT	NATURAL GAS	32.27	
10/22/2019	INVOICE	5431 5180 01 OCT	NATURAL GAS	27.77	
10/22/2019	INVOICE	3224 1153 18 OCT	NATURAL GAS	26.14	
10/22/2019	INVOICE	9374 2782 77 OCT	NATURAL GAS	25.11	
10/22/2019	INVOICE	6310 3990 85 OCT	NATURAL GAS	24.50	
10/22/2019	INVOICE	5915 3548 20 OCT	NATURAL GAS	23.88	
10/22/2019	INVOICE	7504 0422 35 OCT	NATURAL GAS	23.14	
10/22/2019	INVOICE	0778 7198 98 OCT	NATURAL GAS	22.45	
10/22/2019	INVOICE	5048 9157 09 OCT	NATURAL GAS	21.74	
10/22/2019	INVOICE	7063 3714 32 OCT	NATURAL GAS	20.81	
10/22/2019	INVOICE	8532 8864 75 OCT	NATURAL GAS	20.61	
Total:				1,013.09	
Net of 16 Invoices / 0 Checks				1,013.09	
00778	BOBCAT OF OMAHA				
10/22/2019	INVOICE	CA12971	CLUTCH	566.61	
Total:				566.61	
Net of 1 Invoices / 0 Checks				566.61	
00316	BOB'S U-SAVE PHARMACY				
10/22/2019	INVOICE	332476	INSTA-GLUCOSE	37.54	
Total:				37.54	
Net of 1 Invoices / 0 Checks				37.54	
00337	BOMGAARS				
10/22/2019	INVOICE	35537203	CLAMP CONNECTOR FOR BRINE PUMP	2.98	
10/22/2019	INVOICE	35542418	GLOVES	12.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	35540848	BOLTS, FASTENERS	27.26	
10/22/2019	INVOICE	35537474	HOSES	79.98	
10/22/2019	INVOICE	35540098	HEX KEY	16.99	
10/22/2019	INVOICE	35538998	ACCU-POUR PTICHER	13.99	
Total:				154.19	
Net of 6 Invoices / 0 Checks				154.19	
00240	BOUND TREE MEDICAL LLC				
10/22/2019	INVOICE	83376190	MEDICAL SUPPLIES	568.26	
10/22/2019	INVOICE	70282468	CREDIT RETURN-CURAPLEX OB KIT	(77.97)	
10/22/2019	INVOICE	83382588	INSTA-GLUCOSE 31GM 2064	29.20	
10/22/2019	INVOICE	70276751	CREDIT RETURN	(258.86)	
Total:				260.63	
Net of 4 Invoices / 0 Checks				260.63	
10278	BOZARTH, JENNIFER				
10/22/2019	INVOICE	556211	REFUND CLASS FEE FOR PETRA BOZARTH	30.00	
Total:				30.00	
Net of 1 Invoices / 0 Checks				30.00	
00299	BRANDENBURGH WILLIAM A				
10/22/2019	INVOICE	100819STREET	MEAL REIMBURSEMENTS/PESTICIDE TRAINING	32.09	
Total:				32.09	
Net of 1 Invoices / 0 Checks				32.09	
00091	CAROLINA SOFTWARE				
10/22/2019	INVOICE	73091	WASTEWORKS SOFTWARE SUPPORT	200.00	
Total:				200.00	
Net of 1 Invoices / 0 Checks				200.00	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
10/22/2019	INVOICE	33752-003	3028 10TH ST INITIAL REVIEW - CELL TOWER	250.00	
10/22/2019	INVOICE	53055-002	2453 39TH AVE INITIAL REVIEW - CELL TOWER	250.00	
10/22/2019	INVOICE	88445-002	1314 7TH ST-INITIAL REVIEW OF APPLICATION	250.00	
Total:				750.00	
Net of 3 Invoices / 0 Checks				750.00	
01209	CENTER POINT LARGE PRINT				
10/22/2019	INVOICE	1726246	MATERIALS	44.94	
Total:				44.94	
Net of 1 Invoices / 0 Checks				44.94	
03136	CENTRAL COMMUNITY COLLEGE				
10/22/2019	INVOICE	001711675	FORKLIFT CERT/ZACH SCHOENHOFER	80.00	
10/22/2019	INVOICE	001712764	PO #DPW0904-BACKFLOW RECERT/WACHA AND SLIVA	170.00	
10/22/2019	INVOICE	001712849	EMT TRAINING-5 PARTICIPANTS	5,000.00	
Total:				5,250.00	
Net of 3 Invoices / 0 Checks				5,250.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03137	CENTRAL PARTS & MACHINE				
10/22/2019	INVOICE	2775 001-387194	AIR FILTERS/VERMEER CHIPPER	90.23	
10/22/2019	INVOICE	2775 001-387290	OIL FILTER	39.36	
10/22/2019	INVOICE	2775 001-387319	AIR FILTER	44.40	
10/22/2019	INVOICE	2775 001-386329	SUPLIES	17.28	
10/22/2019	INVOICE	2775 001-388053	ANTI-FREEZE	26.78	
10/22/2019	INVOICE	2875 001-387924	SHOP SUPPLIES	18.73	
			Total:	236.78	
			Net of 6 Invoices / 0 Checks	236.78	
03138	CENTRAL SAND & GRAVEL CO				
10/22/2019	INVOICE	91464	ROAD GRAVEL	2,166.70	
10/22/2019	INVOICE	95130	ICE CONTROL SAND	2,788.84	
			Total:	4,955.54	
			Net of 2 Invoices / 0 Checks	4,955.54	
01148	CENTURY LINK				
10/22/2019	INVOICE	402 D33-443 OCT	PHONE CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
02542	CNC REPAIR LLC				
10/22/2019	INVOICE	2873	MEDIC 4 MAINTENANCE	526.96	
			Total:	526.96	
			Net of 1 Invoices / 0 Checks	526.96	
10277	COBBLESTONE HOTEL & SUITES				
10/22/2019	INVOICE	1016016	LODGING-VELASQUEZ	86.00	
			Total:	86.00	
			Net of 1 Invoices / 0 Checks	86.00	
03140	COLUMBUS AREA CHAMBER OF				
10/22/2019	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,500.00	
			Total:	1,500.00	
			Net of 1 Invoices / 0 Checks	1,500.00	
00036	COLUMBUS CUSTOM EMBROIDERY				
10/22/2019	INVOICE	E33907	POLO/CAP	61.00	
10/22/2019	INVOICE	E33913	SHIRTS/CHRISTENSEN	50.00	
			Total:	111.00	
			Net of 2 Invoices / 0 Checks	111.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
10/22/2019	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT-NOV	8,925.00	
			Total:	8,925.00	
			Net of 1 Invoices / 0 Checks	8,925.00	
03139	COLUMBUS PLUMBING COMPANY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	20268	REPAIR STOOL/FAA RESTROOM	100.75	
			Total:	100.75	
			Net of 1 Invoices / 0 Checks	100.75	
03142 10/22/2019	COLUMBUS STEEL SUPPLY INVOICE	135450	ROUND HR 1/2"	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
03143 10/22/2019	COLUMBUS TIRE & SERVICE INVOICE	1-6556	TIRE REPAIRS	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
01250 10/22/2019	COMMONWEALTH ELECTRIC COMPANY INVOICE	72044	INSTALL RETRO LAMP AT AC	262.73	
10/22/2019	INVOICE	72037	HOOK UP ELECTRICAL FOR GARAGE DOOR	126.00	
			Total:	388.73	
			Net of 2 Invoices / 0 Checks	388.73	
01239 10/22/2019	CONNELL KAREN INVOICE	100719LIBRARY	MILEAGE/NLA CONFERENCE	98.94	
10/22/2019	INVOICE	100319LIBRARY	CRACKR BARREL REMIBURSEMENT	17.41	
			Total:	116.35	
			Net of 2 Invoices / 0 Checks	116.35	
01081 10/22/2019	CONSOLIDATED MANAGEMENT CO INVOICE	217219	MEALS-ANDERSON/PENSICK	46.78	
			Total:	46.78	
			Net of 1 Invoices / 0 Checks	46.78	
02777 10/22/2019	CONTROL LOGIC INVOICE	42333	LABOR AND MATERIALS/BAD ACTUATOR	1,079.84	
			Total:	1,079.84	
			Net of 1 Invoices / 0 Checks	1,079.84	
01525 10/22/2019	CORNHUSKER MARRIOTT HOTEL INVOICE	1603/1604	LODGING-KLINE/SCHILLING	436.00	
10/22/2019	INVOICE	100319CLK	LODGING-JOHN LOHR	327.00	
			Total:	763.00	
			Net of 2 Invoices / 0 Checks	763.00	
03149 10/22/2019	CULLIGAN OF COLUMBUS INVOICE	237062	SUPPLIES	41.70	
10/22/2019	INVOICE	237450	BOTTLED WATER	33.95	
10/22/2019	INVOICE	237324	WATER/CUPS	51.05	
			Total:	126.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	126.70	
00270	DANKO EMERGENCY EQUIPMENT				
10/22/2019	INVOICE	105854	SUPPLIES	116.19	
10/22/2019	INVOICE	105268	EQUIPMENT RECERTIFICATION PROGRAM	980.00	
			Total:	1,096.19	
			Net of 2 Invoices / 0 Checks	1,096.19	
10276	DELLL MARKETING LP				
10/22/2019	INVOICE	10344176737	POWEREDGE R540 SERVER	5,571.01	
			Total:	5,571.01	
			Net of 1 Invoices / 0 Checks	5,571.01	
03065	DOWNEY DRILLING				
10/22/2019	INVOICE	19-732	PUMP MAINTENANCE	21,677.96	
			Total:	21,677.96	
			Net of 1 Invoices / 0 Checks	21,677.96	
00374	DUNBAR DOUGLAS				
10/22/2019	INVOICE	093019GOLF	CONTRACT/COMMISSIONS	9,846.77	
10/22/2019	INVOICE	093019CC	CREDIT CARD FEE REIMBURSEMENT	849.23	
10/22/2019	INVOICE	301	SUPPLIES AND ADVERTISING REIMBURSEMENT	998.83	
			Total:	11,694.83	
			Net of 3 Invoices / 0 Checks	11,694.83	
03158	EAKES OFFICE SOLUTIONS				
10/22/2019	INVOICE	7877792-0	NAME BADGE-JACQUELINE MOSER	12.26	
10/22/2019	INVOICE	7884736-0	CALENDARS	83.77	
			Total:	96.03	
			Net of 2 Invoices / 0 Checks	96.03	
03161	ELECTRICAL ENGINEERING &				
10/22/2019	INVOICE	6583150-00	SUPPLIES	38.88	
10/22/2019	INVOICE	6578785-00	SUPPLIES	159.32	
			Total:	198.20	
			Net of 2 Invoices / 0 Checks	198.20	
03162	ELLER HEATING AIR CONDITIONING				
10/22/2019	INVOICE	191011-1	REFLUE LINE AT AIRPORT HANGAR	1,167.00	
			Total:	1,167.00	
			Net of 1 Invoices / 0 Checks	1,167.00	
01816	EMBASSY SUITES - LAVISTA				
10/22/2019	INVOICE	43319	LODGING-CONNELL/MCPHILLIPS	938.70	
			Total:	938.70	
			Net of 1 Invoices / 0 Checks	938.70	
03163	ENTERPRISE ELECTRIC COLUMBUS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	1145-518462	SUPPLIES	2.80	
10/22/2019	INVOICE	1145-518456	SUPPLIES	904.44	
10/22/2019	INVOICE	1145-518469	SUPPLIES	904.44	
10/22/2019	INVOICE	1145-518505	HANDLE/SHAFT	1,687.90	
Total:				3,499.58	
Net of 4 Invoices / 0 Checks				3,499.58	
03164	ERNST AUTO CENTER				
10/22/2019	INVOICE	4006553/1	REPAIR WORK/REBECCA COLORADO	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
02891	EXTREME GLASS				
10/22/2019	INVOICE	3931	WINDSHIELD	235.00	
Total:				235.00	
Net of 1 Invoices / 0 Checks				235.00	
01864	FAIRFIELD INN & SUITES				
10/22/2019	INVOICE	FOLIO56952	LODGING-MOLCZYK	314.85	
10/22/2019	INVOICE	FOLIO56953	LODGING/WANGLER	314.85	
Total:				629.70	
Net of 2 Invoices / 0 Checks				629.70	
03165	FASTENAL COMPANY				
10/22/2019	INVOICE	NECOL216705	SUPPLIES	371.04	
Total:				371.04	
Net of 1 Invoices / 0 Checks				371.04	
03070	FBG SERVICE CORPORATION				
10/22/2019	INVOICE	858895	MONTHLY CLEANING-CITY HALL	1,442.00	
10/22/2019	INVOICE	858896	MONTHLY CLEANING-POLICE DEPT	1,651.00	
Total:				3,093.00	
Net of 2 Invoices / 0 Checks				3,093.00	
03168	FIRST NATIONAL BANK				
10/22/2019	INVOICE	20190930-F612	ACH PROCESSING FEES	445.46	
Total:				445.46	
Net of 1 Invoices / 0 Checks				445.46	
00242	FIRST NATIONAL BANK OMAHA				
10/22/2019	INVOICE	2671000	HS GEAR PISTOL TACO MOLLE/CIBORON	35.99	
10/22/2019	INVOICE	092119FIRE	TYPHOON WASH	10.00	
10/22/2019	INVOICE	75299969	BERNINA OF OMAHA-PRESSER FOOT	34.34	
10/22/2019	INVOICE	118-00057453	LINCOLN JOURNAL STAR SUBSCRIPTION	490.00	
10/22/2019	INVOICE	156688	EZ7010-SC-100-QTR	77.30	
10/22/2019	INVOICE	052019CREDIT	SALES TAX CREDIT/EMBASSY SUITES	(104.82)	
10/22/2019	INVOICE	101119REFUND	CREDIT REFUND CHECK REC'D/TAXES	27.52	
10/22/2019	INVOICE	4536149594	RED BOX MOVIE RENTAL	1.87	
10/22/2019	INVOICE	44331863	JANITOR CART KIT	201.51	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	091119REFUND	REFUND CREDIT CHECK RECEIVED	748.83	
10/22/2019	INVOICE	2854377	RUSSELL STOVER CHOCOLATES	155.88	
10/22/2019	INVOICE	94435208	DHHS BACKGROUND CHECK	5.00	
10/22/2019	INVOICE	AMP-201907021	AMP CAREGIVER KIT	75.00	
10/22/2019	INVOICE	AMP-201903052	REFUND CREDIT-AMP MATERIALS	(1,304.33)	
10/22/2019	INVOICE	39785719	WEBSTAUHANT STORE-BOUFFANT CAPS	47.99	
10/22/2019	INVOICE	17775944	4IMPRINT-AMP T-SHIRTS	106.50	
10/22/2019	INVOICE	24687160021	AMP GIFT CARDS	125.00	
10/22/2019	INVOICE	3803	SHOPKO-111E CAREGIVERS	40.13	
10/22/2019	INVOICE	244292152262894384	SMILEYHOMEY-QUARTERMASTER	359.85	
10/22/2019	INVOICE	CPDQM03-3536	TACTICAL GEAR-QUARTERMASTER	35.99	
10/22/2019	INVOICE	10217	RAMADA HOTEL & SUITES	88.90	
10/22/2019	INVOICE	092419POLICE	LEEDS TRAINING-WANGLER	123.50	
10/22/2019	INVOICE	53637	TOWNEPLACE SUITES-WANGLER	540.80	
10/22/2019	INVOICE	B2G-IGS001P	B2G SEARCH AND SEIZURE-POLAK	127.00	
10/22/2019	INVOICE	BTG-IGS009L	B2G ADVANCED SEARCH AND SEIZURE-SPIPKER	235.00	
10/22/2019	INVOICE	1939022	ASKWOODY.COM	15.00	
10/22/2019	INVOICE	TVB2204	MS GSA VISIOPRO 2019	920.30	
10/22/2019	INVOICE	6114X	PDQ.COM-RENEW PDQ DEPLOY AND INVENTORY ENTEI	900.00	
10/22/2019	INVOICE	8444965	PROVANTAGE/AMMS04A-APC RACK	770.00	
10/22/2019	INVOICE	102219ADMIN	LINKED IN-CITY PLANNER ADVERTISING	40.00	
10/22/2019	INVOICE	090519K-9	FIREHOUSE SUBS-K-9 TRAINING	13.62	
10/22/2019	INVOICE	14534	K-9 KONDO INC.-DOG PEN	454.90	
10/22/2019	INVOICE	RO031157	K-9 SUPPLIES	446.91	
10/22/2019	INVOICE	16217310	CREDIT COBBLESTONE CHARGES-REBILLED	(98.24)	
10/22/2019	INVOICE	200034813	FBI-LEEDA REGISTRATION-MOLCZYK	695.00	
10/22/2019	INVOICE	CH FWVOA0ZFD83M62	NSA-POAN CONFERENCE	40.00	
10/22/2019	INVOICE	092919POLICE	CRASH INVESTIGATION TRAINING/PENSICK-ANDERS	272.39	
10/22/2019	INVOICE	10378	RAMADA-BRANDENBURGH LODGING	203.34	
10/22/2019	INVOICE	093019ADMIN	AUTHORIZE.NET	31.25	
10/22/2019	INVOICE	1013951680	PITNEY BOWES/MAILING MACHINE SEALER	(26.32)	
10/22/2019	INVOICE	59255	SOUTHERN WATER SERVICE LLC-PUMP	925.68	
10/22/2019	INVOICE	55932	MOJACK DISTRIBUTORS LLC-EZ BRONZE NUT CARRI	21.00	
10/22/2019	INVOICE	203187	BEST WESTERN EMPIRE TOWERS/SYBRANT	86.45	
10/22/2019	INVOICE	18	VALENTINOS-SUPERVISOR TRAINING	440.27	
10/22/2019	INVOICE	8/40-56800756-3-30	POSTAGE/AZULILLO SC	53.04	
10/22/2019	INVOICE	110719APWA	2019 JOINT FALL CONFERENCE/BOGUS	115.00	
10/22/2019	INVOICE	14660	BOOKMOBILE SUPPLIES	5.71	
10/22/2019	INVOICE	0930POSTAGE	ILL POSTAGE	414.13	
				<hr/>	
				Total:	9,024.18
				Net of 48 Invoices / 0 Checks	9,024.18
03169	FISHER SCIENTIFIC				
10/22/2019	INVOICE	9274582	SENSOR CAP REPLACEMENT	185.61	
				<hr/>	
				Total:	185.61
				Net of 1 Invoices / 0 Checks	185.61
00169	FRONTIER				
10/22/2019	INVOICE	308-188-0175-09129	PHONE CHARGES 9/30/19	3,403.06	
10/22/2019	INVOICE	308-188-0206-02394	E911 PHONE CHARGES 9/30/19	207.76	
				<hr/>	
				Total:	3,610.82
				Net of 2 Invoices / 0 Checks	3,610.82

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	68308541	MATERIALS	65.64	
10/22/2019	INVOICE	68345719	MATERIALS	44.01	
10/22/2019	INVOICE	68376541	MATERIALS	25.92	
10/22/2019	INVOICE	68454268	MATERIALS	52.70	
10/22/2019	INVOICE	68499232	MATERIALS	25.59	
10/22/2019	INVOICE	68499938	MATERIALS	48.73	
Total:				262.59	
Net of 6 Invoices / 0 Checks				262.59	
03172	GALLS LLC				
10/22/2019	INVOICE	013805285	8736 BADGE-CIBORON	268.26	
10/22/2019	INVOICE	013793804	B957 BADGE-CIBIRIN	94.59	
10/22/2019	INVOICE	013848583	B736 BADGE-CIBORON	134.10	
10/22/2019	INVOICE	013789084	TACTICAL KEY RINGER HOLDER/CIBORON	22.65	
Total:				519.60	
Net of 4 Invoices / 0 Checks				519.60	
01789	GAVER TIRE & AUTO CENTER INC				
10/22/2019	INVOICE	39527	TIRE REPAIR	18.00	
Total:				18.00	
Net of 1 Invoices / 0 Checks				18.00	
03174	GEHRING CONSTRUCTION &				
10/22/2019	INVOICE	42925	5424 W MEADOW DR/CRUSHED CONCRETE	1,258.95	
10/22/2019	INVOICE	43029	27TH AVE/18-19TH ST	1,338.75	
10/22/2019	INVOICE	42886	27TH AVE/18-19 ST	1,657.50	
Total:				4,255.20	
Net of 3 Invoices / 0 Checks				4,255.20	
00303	GENE STEFFY FORD				
10/22/2019	INVOICE	629026	LAMP ASSEMBLY-REAR HIGH	53.37	
Total:				53.37	
Net of 1 Invoices / 0 Checks				53.37	
03178	GERHOLD CONCRETE COMPANY				
10/22/2019	INVOICE	92112	3 AVE, 19TH ST	851.88	
10/22/2019	INVOICE	92123	AGP STRUCTURAL BOND GREY 50#	49.92	
Total:				901.80	
Net of 2 Invoices / 0 Checks				901.80	
01508	G-O RAPID LUBE AND MORE LLC				
10/22/2019	INVOICE	181841	OIL CHANGE UNIT 44	44.32	
10/22/2019	INVOICE	181842	OIL CHANGE UNIT 220	44.32	
Total:				88.64	
Net of 2 Invoices / 0 Checks				88.64	
02900	GRADUATE LINCOLN				
10/22/2019	INVOICE	4590	LODGING/PETERS	111.00	
10/22/2019	INVOICE	4589	LODGING/THALKEN	109.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	220.00	
			Net of 2 Invoices / 0 Checks	220.00	
02594 10/22/2019	GREAT PLAINS BUILDING SUPPLY INVOICE	326285	SUPPLIES	59.88	
			Total:	59.88	
			Net of 1 Invoices / 0 Checks	59.88	
02075 10/22/2019	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026 SEPT	INTERNET SERVICE	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
01070 10/22/2019	GREY HOUSE PUBLISHING INC INVOICE	952775	FINANCIAL LITERACY 2019 BOX SET	308.95	
			Total:	308.95	
			Net of 1 Invoices / 0 Checks	308.95	
03183 10/22/2019	HADLEY-BRAITHWAIT COMPANY INVOICE	213226	TOWELS	44.95	
			Total:	44.95	
			Net of 1 Invoices / 0 Checks	44.95	
00272 10/22/2019	HAWKINS INC INVOICE	4596851	CHEMICALS	4,062.09	
			Total:	4,062.09	
			Net of 1 Invoices / 0 Checks	4,062.09	
03185 10/22/2019	HDR ENGINEERING INC INVOICE	1200219687	WWTF PHASE 4	53,238.07	
			Total:	53,238.07	
			Net of 1 Invoices / 0 Checks	53,238.07	
01424 10/22/2019	HEARTLAND NATURAL GAS LLC INVOICE	67944	NATURAL GAS	17.61	
10/22/2019	INVOICE	67948	NATURAL GAS	7.11	
10/22/2019	INVOICE	67952	NATURAL GAS	672.38	
10/22/2019	INVOICE	67947	NATURAL GAS	50.99	
10/22/2019	INVOICE	67951	NATURAL GAS	1.55	
10/22/2019	INVOICE	67949	NATURAL GAS	2.78	
10/22/2019	INVOICE	67954	NATURAL GAS	6.80	
10/22/2019	INVOICE	67964	NATURAL GAS	0.31	
10/22/2019	INVOICE	67962	NATURAL GAS	8.35	
10/22/2019	INVOICE	67955	NATURAL GAS	5.88	
10/22/2019	INVOICE	67963	NATURAL GAS	10.82	
10/22/2019	INVOICE	67956	NATURAL GAS	21.94	
10/22/2019	INVOICE	67950	NATURAL GAS	0.31	
10/22/2019	INVOICE	67943	NATURAL GAS	2.78	
10/22/2019	INVOICE	67945	NATURAL GAS	4.94	
10/22/2019	INVOICE	67946	NATURAL GAS	120.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	934.75	
			Net of 16 Invoices / 0 Checks	934.75	
01122 10/22/2019	HOA SOLUTIONS INC INVOICE	8567	FIELD LABOR TO MAKE LOVER'S LANE LIFT STATI	1,026.75	
			Total:	1,026.75	
			Net of 1 Invoices / 0 Checks	1,026.75	
01724 10/22/2019	HOBBY LOBBY INVOICE	065100104903092319	SENIOR FESTIVAL DRAWING	15.59	
			Total:	15.59	
			Net of 1 Invoices / 0 Checks	15.59	
00150 10/22/2019	HOMETOWN LEASING INVOICE	016	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
00403 10/22/2019	HOWERTER MD MARK S INVOICE	MONTHLY	MEDICAL DIRECTOR	598.00	
			Total:	598.00	
			Net of 1 Invoices / 0 Checks	598.00	
00079 10/22/2019	HOWLAND AARON INVOICE	093019LIBRARY	22' GARLAND W/ REMOVAL	37.40	
			Total:	37.40	
			Net of 1 Invoices / 0 Checks	37.40	
00280 10/22/2019	HRUSKA BRAD INVOICE	093019LIBRARY	JUNE-SEPT MILEAGE REIMBURSENT	136.88	
			Total:	136.88	
			Net of 1 Invoices / 0 Checks	136.88	
02142 10/22/2019	HYDRO-KLEAN LLC INVOICE	1	2019 SANITARY SEWER REHABILITATION CIP 19-2:	213,655.50	
			Total:	213,655.50	
			Net of 1 Invoices / 0 Checks	213,655.50	
03192 10/22/2019	HY-VEE INC INVOICE	5835755640	JR FIRE PATROL LUNCHES	108.79	
10/22/2019	INVOICE	5835834918	EMPLOYEE HEALTH FAIR SUPPLIES	136.62	
10/22/2019	INVOICE	5835848770	EMPLOYEE HEALTH FAIR SUPPLIES	9.98	
10/22/2019	INVOICE	5835874306	CIVIL SERVICE FIRE INTERVIEWS	49.72	
10/22/2019	INVOICE	4809059676	RETIREMENT GIFT	200.00	
10/22/2019	INVOICE	092219VOLFIRE	VOLUNTEER PICNIC SUPPLIES	246.56	
			Total:	751.67	
			Net of 6 Invoices / 0 Checks	751.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03194	INGRAM LIBRARY SERVICES, INC				
10/22/2019	INVOICE	42140204	MATERIALS	729.84	
10/22/2019	INVOICE	42145847	MATERIALS	57.98	
10/22/2019	INVOICE	42177565	MATERIALS	19.14	
10/22/2019	INVOICE	42202574	MATERIALS	38.40	
10/22/2019	INVOICE	42165369	MATERIALS	40.75	
10/22/2019	INVOICE	42134383	MATERIALS	(20.14)	
10/22/2019	INVOICE	42134384	MATERIALS	(29.24)	
			Total:	836.73	
			Net of 7 Invoices / 0 Checks	836.73	
03195	INSURANCE SERVICES OF COLUMBUS				
10/22/2019	INVOICE	917229	INSURANCE RENEWAL PREMIUM/POL 917229	5,826.02	
			Total:	5,826.02	
			Net of 1 Invoices / 0 Checks	5,826.02	
03197	INTERNATL PUBLIC MANAGEMENT				
10/22/2019	INVOICE	INV-49411-TOV6V5	FIRE TESTS	311.00	
			Total:	311.00	
			Net of 1 Invoices / 0 Checks	311.00	
10268	IOWA PUMP WORKS, INC.				
10/22/2019	INVOICE	00008541	PULLED PUMP AND REINSTALLED AFTER REPAIRS.	787.50	
			Total:	787.50	
			Net of 1 Invoices / 0 Checks	787.50	
00450	J P COOKE COMPANY				
10/22/2019	INVOICE	587918	ANIMAL TAGS	417.60	
			Total:	417.60	
			Net of 1 Invoices / 0 Checks	417.60	
03199	JACKSON SERVICES INC				
10/22/2019	INVOICE	4166717	UNIFORMS	88.40	
10/22/2019	INVOICE	4166718	SUPPLIES	28.70	
10/22/2019	INVOICE	4166704	SUPPLIES	34.05	
10/22/2019	INVOICE	4166705	UNIFORMS	112.12	
10/22/2019	INVOICE	4166706	SUPPLIES	22.02	
10/22/2019	INVOICE	4164932	MAT	20.25	
10/22/2019	INVOICE	4162422	MATS	23.97	
10/22/2019	INVOICE	4162423	UNIFORMS	112.12	
10/22/2019	INVOICE	4162424	MAT	15.00	
10/22/2019	INVOICE	4162435	UNIFORMS	88.40	
10/22/2019	INVOICE	4162436	SUPPLIES	35.83	
10/22/2019	INVOICE	4162421	UNIFORMS	273.73	
10/22/2019	INVOICE	4162434	SUPPLIES/UNIFORMS	118.30	
10/22/2019	INVOICE	4164913	SUPPLIES	68.21	
10/22/2019	INVOICE	4164919	LINEN SERVICE	16.24	
10/22/2019	INVOICE	4164920	UNIFORMS	113.72	
10/22/2019	INVOICE	4166716	UNIFORMS	88.91	
10/22/2019	INVOICE	4169265	MATS	55.85	
10/22/2019	INVOICE	4168388	UNIFORMS	255.85	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	4170082	UNIFORMS/MOPS	58.63	
10/22/2019	INVOICE	416943	SUPPLIES	58.59	
10/22/2019	INVOICE	4162437	SUPPLIES	71.30	
10/22/2019	INVOICE	4169244	LINEN SERVICE	16.24	
Total:				1,776.43	
Net of 23 Invoices / 0 Checks				1,776.43	
10282	JANSSEN, JANICE				
10/22/2019	INVOICE	556332	REFUND CANCELLED PROGRAM FEE	75.00	
Total:				75.00	
Net of 1 Invoices / 0 Checks				75.00	
00532	JEO CONSULTING GROUP INC				
10/22/2019	INVOICE	112557	DOWNTOWN TRAFFIC SIGNAL RENOVATIONS	1,658.50	
Total:				1,658.50	
Net of 1 Invoices / 0 Checks				1,658.50	
00250	JIMMY DAVIS				
10/22/2019	INVOICE	110119BANQ	MUNICIPAL BANQUET ENTERTAINMENT	150.00	
Total:				150.00	
Net of 1 Invoices / 0 Checks				150.00	
00523	JOHN DEERE FINANCIAL				
10/22/2019	INVOICE	2050141	3- 5GAL HY-GARD	241.41	
Total:				241.41	
Net of 1 Invoices / 0 Checks				241.41	
02965	JOHN JOHNSON				
10/22/2019	INVOICE	11.01.2019	MUNICIPAL BANQUET ENTERTAINMENT	150.00	
Total:				150.00	
Net of 1 Invoices / 0 Checks				150.00	
03202	KELLY SUPPLY COMPANY				
10/22/2019	INVOICE	12243015-0	DRAIN JET 4	70.14	
10/22/2019	INVOICE	12243087-0	GATES STEM/HOSES	98.51	
10/22/2019	INVOICE	12243080-0	GATES HYD HOSE	52.73	
10/22/2019	INVOICE	12243296-0	VINYL TUBING	147.23	
10/22/2019	INVOICE	12243502-0	GARDEN HOSE ADPT/WASHER	4.69	
10/22/2019	INVOICE	12243339-0	APDAPTORS, COUPLING	12.23	
Total:				385.53	
Net of 6 Invoices / 0 Checks				385.53	
02616	KENDIG KEAST COLLABORATIVE				
10/22/2019	INVOICE	19530	LDO PROJECT CIP 20-1	997.50	
Total:				997.50	
Net of 1 Invoices / 0 Checks				997.50	
03204	KIPLINGER TAX LETTER				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	020027140	1YR/26 BIWEEKLY ISSUES + DIGITAL AT N/C	67.00	
			Total:	67.00	
			Net of 1 Invoices / 0 Checks	67.00	
00219 10/22/2019	KLINE JANELLE INVOICE	101819	MILEAGE - CLERKS MEETING	52.20	
			Total:	52.20	
			Net of 1 Invoices / 0 Checks	52.20	
01100 10/22/2019	KRATOCHVIL MICHAEL INVOICE	0930LIBRARY	MILEAGE	24.36	
			Total:	24.36	
			Net of 1 Invoices / 0 Checks	24.36	
10247 10/22/2019	LABORDE, ADAM INVOICE	GIS-0002	CONTRACT R19-116 SUPPORT SERVICES	1,450.00	
			Total:	1,450.00	
			Net of 1 Invoices / 0 Checks	1,450.00	
00012 10/22/2019	LAKEVIEW SMALL ENGINE INC INVOICE	041878	IDLER FLAT PLY	73.44	
10/22/2019	INVOICE	041886	SHEAVE	76.14	
10/22/2019	INVOICE	041891	DECK STRUT/BELT	655.37	
10/22/2019	INVOICE	0412892	PULLEY RD	139.50	
10/22/2019	INVOICE	041893	PULL RD/COVER - BELT	203.68	
10/22/2019	INVOICE	042989	ISO MOUNT	36.40	
10/22/2019	INVOICE	041999	BELT/BEARING	91.28	
			Total:	1,275.81	
			Net of 7 Invoices / 0 Checks	1,275.81	
02236 10/22/2019	LANGUAGE LINE SERVICES INC INVOICE	4658044	INTERPRETING SERVICES	76.27	
			Total:	76.27	
			Net of 1 Invoices / 0 Checks	76.27	
01330 10/22/2019	LEIGH MOTOR SERVICE INVOICE	100419CEMETERY	44" MOWER DECK	654.95	
			Total:	654.95	
			Net of 1 Invoices / 0 Checks	654.95	
00822 10/22/2019	LINCOLN WINWATER WORKS INVOICE	064340 02	GRIPS & ALPHA XL	594.00	
10/22/2019	INVOICE	064740 01	SUPPLIES	413.82	
			Total:	1,007.82	
			Net of 2 Invoices / 0 Checks	1,007.82	
10229 10/22/2019	LINGO INVOICE	1180209162	PHONE SUPPORT	59.59	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	59.59	
			Net of 1 Invoices / 0 Checks	59.59	
00332 10/22/2019	LOHR JOHN F INVOICE	COUNCIL	LEAGUE CONFERENCE EXPWNSSES	210.55	
			Total:	210.55	
			Net of 1 Invoices / 0 Checks	210.55	
00916 10/22/2019	LOONTJER JOSHUA INVOICE	101519POAN	2019 POAN CONFERENCE-MILEAGE	131.08	
			Total:	131.08	
			Net of 1 Invoices / 0 Checks	131.08	
03214 10/22/2019	LOUP POWER DISTRICT INVOICE	400016-OCT	ELECTRICITY	5.80	
10/22/2019	INVOICE	400046-OCT	ELECTRICITY	4.43	
10/22/2019	INVOICE	169116-OCT	ELECTRICITY	29.13	
10/22/2019	INVOICE	169118 OCT	ELECTRICITY	39.94	
10/22/2019	INVOICE	400031 OCT	ELECTRICITY	117.14	
10/22/2019	INVOICE	400033 OCT	ELECTRICITY	112.17	
10/22/2019	INVOICE	400037 OCT	ELECTRICITY	41.35	
10/22/2019	INVOICE	400042 OCT	ELECTRICITY	32.85	
10/22/2019	INVOICE	169003 OCT	ELECTRICITY	27.80	
10/22/2019	INVOICE	169004 OCT	ELECTRICITY	869.04	
10/22/2019	INVOICE	169005 OCT	ELECTRICITY	28.44	
10/22/2019	INVOICE	169008	ELECTRICITY	27.80	
10/22/2019	INVOICE	169009 OCT	ELECTRICITY	27.80	
10/22/2019	INVOICE	169010 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	169011	ELECTRICITY	54.50	
10/22/2019	INVOICE	169012 OCT	ELECTRICITY	8,824.58	
10/22/2019	INVOICE	169016 OCT	ELECTRICITY	242.40	
10/22/2019	INVOICE	169017 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	169019 OCT	ELECTRICITY	104.80	
10/22/2019	INVOICE	169020 OCT	ELECTRICITY	9.06	
10/22/2019	INVOICE	169022 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169023 OCT	ELECTRICITY	238.32	
10/22/2019	INVOICE	169024 OCT	ELECTRICITY	50.41	
10/22/2019	INVOICE	169026 OCT	ELECTRICITY	102.40	
10/22/2019	INVOICE	169027 OCT	ELECTRICITY	9.06	
10/22/2019	INVOICE	169028 OCT	ELECTRICITY	407.78	
10/22/2019	INVOICE	169029 OCT	ELECTRICITY	575.09	
10/22/2019	INVOICE	169030 OCT	ELECTRICITY	101.11	
10/22/2019	INVOICE	169031 OCT	ELECTRICITY	52.99	
10/22/2019	INVOICE	169033 OCT	ELECTRICITY	34.01	
10/22/2019	INVOICE	169034 OCT	ELECTRICITY	25.32	
10/22/2019	INVOICE	169035 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169036 OCT	ELECTRICITY	163.50	
10/22/2019	INVOICE	169038 OCT	ELECTRICITY	5,276.00	
10/22/2019	INVOICE	169039 OCT	ELECTRICITY	34.68	
10/22/2019	INVOICE	169041 OCT	ELECTRICITY	31.77	
10/22/2019	INVOICE	169042 OCT	ELECTRICITY	535.21	
10/22/2019	INVOICE	169043 OCT	ELECTRICITY	37.69	
10/22/2019	INVOICE	169044 OCT	ELECTRICITY	38.87	
10/22/2019	INVOICE	169045 OCT	ELECTRICITY	37.69	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	169046 OCT	ELECTRICITY	58.04	
10/22/2019	INVOICE	169047 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169048 OCT	ELECTRICITY	53.92	
10/22/2019	INVOICE	139050 OCT	ELECTRICITY	131.74	
10/22/2019	INVOICE	169051 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169053 OCT	ELECTRICITY	37.18	
10/22/2019	INVOICE	169055 OCT	ELECTRICITY	26.40	
10/22/2019	INVOICE	169056 OCT	ELECTRICITY	38.55	
10/22/2019	INVOICE	169057 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169058 OCT	ELECTRICITY	39.84	
10/22/2019	INVOICE	169060 OCT	ELECTRICITY	28.01	
10/22/2019	INVOICE	169061 OCT	ELECTRICITY	32.53	
10/22/2019	INVOICE	169062 OCT	ELECTRICITY	166.55	
10/22/2019	INVOICE	169064 OCT	ELECTRICITY	37.26	
10/22/2019	INVOICE	169065 OCT	ELECTRICITY	341.97	
10/22/2019	INVOICE	169066 OCT	ELECTRICITY	46.29	
10/22/2019	INVOICE	169067 OCT	ELECTRICITY	1,289.36	
10/22/2019	INVOICE	169068 OCT	ELECTRICITY	1,067.84	
10/22/2019	INVOICE	169069 OCT	ELECTRICITY	210.80	
10/22/2019	INVOICE	169071 OCT	ELECTRICITY	4,090.24	
10/22/2019	INVOICE	169072 OCT	ELECTRICITY	250.00	
10/22/2019	INVOICE	169073 OCT	ELECTRICITY	37.04	
10/22/2019	INVOICE	169074 OCT	ELECTRICITY	30.16	
10/22/2019	INVOICE	169077 OCT	ELECTRICITY	25.65	
10/22/2019	INVOICE	169080 OCT	ELECTRICITY	109.53	
10/22/2019	INVOICE	169081 OCT	ELECTRICITY	35.32	
10/22/2019	INVOICE	169082 OCT	ELECTRICITY	103.94	
10/22/2019	INVOICE	169083 OCT	ELECTRICITY	1,021.10	
10/22/2019	INVOICE	169084 OCT	ELECTRICITY	1,085.83	
10/22/2019	INVOICE	169085 OCT	ELECTRICITY	1,114.59	
10/22/2019	INVOICE	169086 OCT	ELECTRICITY	1,244.02	
10/22/2019	INVOICE	169087 OCT	ELECTRICITY	733.47	
10/22/2019	INVOICE	169089 OCT	ELECTRICITY	33.17	
10/22/2019	INVOICE	169090 OCT	ELECTRICITY	34.25	
10/22/2019	INVOICE	169091 OCT	ELECTRICITY	55.03	
10/22/2019	INVOICE	169092 OCT	ELECTRICITY	70.40	
10/22/2019	INVOICE	169093 OCT	ELECTRICITY	106.33	
10/22/2019	INVOICE	169094 OCT	ELECTRICITY	47.17	
10/22/2019	INVOICE	169096 OCT	ELECTRICITY	730.34	
10/22/2019	INVOICE	169097 OCT	ELECTRICITY	27.80	
10/22/2019	INVOICE	169098 OCT	ELECTRICITY	31.39	
10/22/2019	INVOICE	169099 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	169107 OCT	ELECTRICITY	65.70	
10/22/2019	INVOICE	169112 OCT	ELECTRICITY	113.04	
10/22/2019	INVOICE	400001 OCT	ELECTRICITY	38.52	
10/22/2019	INVOICE	400002 OCT	ELECTRICITY	199.90	
10/22/2019	INVOICE	400003 OCT	ELECTRICITY	240.85	
10/22/2019	INVOICE	40004 OCT	ELECTRICITY	320.31	
10/22/2019	INVOICE	400005 OCT	ELECTRICITY	27.58	
10/22/2019	INVOICE	400006 OCT	ELECTRICITY	25.32	
10/22/2019	INVOICE	400007 OCT	ELECTRICITY	29.30	
10/22/2019	INVOICE	400008 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	400009 OCT	ELECTRICITY	45.43	
10/22/2019	INVOICE	400010 OCT	ELECTRICITY	49.40	
10/22/2019	INVOICE	400011 OCT	ELECTRICITY	28.87	
10/22/2019	INVOICE	400012 OCT	ELECTRICITY	31.45	
10/22/2019	INVOICE	400013 OCT	ELECTRICITY	34.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	400015 OCT	ELECTRICITY	273.68	
10/22/2019	INVOICE	400017 OCT	ELECTRICITY	45.43	
10/22/2019	INVOICE	400018 OCT	ELECTRICITY	39.41	
10/22/2019	INVOICE	400019 OCT	ELECTRICITY	30.48	
10/22/2019	INVOICE	400020 OCT	ELECTRICITY	744.08	
10/22/2019	INVOICE	400021 OCT	ELECTRICITY	36.22	
10/22/2019	INVOICE	400023 OCT	ELECTRICITY	126.60	
10/22/2019	INVOICE	400024 OCT	ELECTRICITY	27.37	
10/22/2019	INVOICE	400025 OCT	ELECTRICITY	111.10	
10/22/2019	INVOICE	400026 OCT	ELECTRICITY	42.09	
10/22/2019	INVOICE	400028 OCT	ELECTRICITY	80.11	
10/22/2019	INVOICE	400029 OCT	ELECTRICITY	84.16	
10/22/2019	INVOICE	400030 OCT	ELECTRICITY	40.16	
10/22/2019	INVOICE	400032 OCT	ELECTRICITY	84.32	
10/22/2019	INVOICE	400034 OCT	ELECTRICITY	25.43	
10/22/2019	INVOICE	400036 OCT	ELECTRICITY	674.18	
10/22/2019	INVOICE	400039 OCT	ELECTRICITY	99.06	
10/22/2019	INVOICE	400040 OCT	ELECTRICITY	28,832.72	
10/22/2019	INVOICE	400041 OCT	ELECTRICITY	667.51	
10/22/2019	INVOICE	400044 OCT	ELECTRICITY	39.10	
10/22/2019	INVOICE	400045 OCT	ELECTRICITY	85.63	
10/22/2019	INVOICE	400047 OCT	ELECTRICITY	269.74	
10/22/2019	INVOICE	400048 OCT	ELECTRICITY	213.16	
10/22/2019	INVOICE	400049 OVT	ELECTRICITY	162.21	
10/22/2019	INVOICE	400051 OCT	ELECTRICITY	27.80	
10/22/2019	INVOICE	400052 OCT	ELECTRICITY	54.89	
10/22/2019	INVOICE	400054 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	400055 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	400057 OCT	ELECTRICITY	68.57	
10/22/2019	INVOICE	400058 OCT	ELECTRICITY	295.17	
10/22/2019	INVOICE	400059 OCT	ELECTRICITY	177.73	
10/22/2019	INVOICE	400061 OCT	ELECTRICITY	35.21	
10/22/2019	INVOICE	400062 OCT	ELECTRICITY	33.82	
10/22/2019	INVOICE	400063 OCT	ELECTRICITY	42.95	
10/22/2019	INVOICE	400068 OCT	ELECTRICITY	59.40	
10/22/2019	INVOICE	400069 OCT	ELECTRICITY	37.58	
10/22/2019	INVOICE	400085 OCT	ELECTRICITY	25.00	
10/22/2019	INVOICE	400070 OCT	ELECTRICITY	1,455.41	
10/22/2019	INVOICE	400071 OCT	ELECTRICITY	42.74	
10/22/2019	INVOICE	400072 OCT	ELECTRICITY	34.14	
10/22/2019	INVOICE	40060 OCT	ELECTRICITY	15,428.72	
10/22/2019	INVOICE	169015 OCT	ELECTRICITY	178.98	
10/22/2019	INVOICE	400064 OCT	ELECTRICITY	1,203.37	
10/22/2019	INVOICE	400065 OCT	ELECTRICITY	5,363.80	
10/22/2019	INVOICE	400066 OCT	ELECTRICITY	261.83	
10/22/2019	INVOICE	400097 OCT	ELECTRICITY	1,659.19	
10/22/2019	INVOICE	400073 OCT	ELECTRICITY	35.11	
10/22/2019	INVOICE	400075 OCT	ELECTRICITY	36.29	
10/22/2019	INVOICE	400076 OCT	ELECTRICITY	34.25	
10/22/2019	INVOICE	400077 OCT	ELECTRICITY	29.09	
10/22/2019	INVOICE	400078 OCT	ELECTRICITY	25.22	
10/22/2019	INVOICE	400079 OCT	ELECTRICITY	197.98	
10/22/2019	INVOICE	400080 OCT	ELECTRICITY	80.51	
10/22/2019	INVOICE	400081 OCT	ELECTRICITY	60.40	
10/22/2019	INVOICE	400083 OCT	ELECTRICITY	51.23	
10/22/2019	INVOICE	400084 OCT	ELECTRICITY	36.61	
10/22/2019	INVOICE	400087 OCT	ELECTRICITY	1,156.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	400091 OCT	ELECTRICITY	134.84	
10/22/2019	INVOICE	400092 OCT	ELECTRICITY	26.29	
10/22/2019	INVOICE	400093 OCT	ELECTRICITY	36.50	
10/22/2019	INVOICE	400094 OCT	ELECTRICITY	129.14	
10/22/2019	INVOICE	400095 OCT	ELECTRICITY	133.04	
10/22/2019	INVOICE	400096 OCT	ELECTRICITY	622.77	
10/22/2019	INVOICE	169014 OCT	ELECTRICITY	976.08	
10/22/2019	INVOICE	169049 OCT	ELECTRICITY	91.16	
Total:				97,714.72	
Net of 162 Invoices / 0 Checks				97,714.72	
03215	M & O DOOR PRODUCTS				
10/22/2019	INVOICE	0094123-IN	REPAIR SWITCH ON DBL DOOR TO POOL	76.00	
10/22/2019	INVOICE	0094169-IN	HORTON AUTO SWITCH	107.78	
Total:				183.78	
Net of 2 Invoices / 0 Checks				183.78	
02806	MACQUEEN EQUIPMENT				
10/22/2019	INVOICE	P04957	TUBE BROOM	403.74	
10/22/2019	INVOICE	P04956	G/ BROOM 21 WPH P 300	600.00	
10/22/2019	INVOICE	P04975	12V COILS W CONNECTORS	273.64	
10/22/2019	INVOICE	P04974	BROOM, STRIP SE 700	339.29	
Total:				1,616.67	
Net of 4 Invoices / 0 Checks				1,616.67	
02578	MARLEY'S ELECTRIC-CCE				
10/22/2019	INVOICE	10768	REPAIR PARKING LOT LIGHTS	1,097.78	
10/22/2019	INVOICE	10710	REPLACE PHOTO EYE	117.46	
10/22/2019	INVOICE	10843	INSTALL 3 WALL PACKS TO WASH BAY	667.31	
Total:				1,882.55	
Net of 3 Invoices / 0 Checks				1,882.55	
00083	MECHANICAL SALES INC				
10/22/2019	INVOICE	48663	ADAPTORS	27.39	
Total:				27.39	
Net of 1 Invoices / 0 Checks				27.39	
01907	MELLEN & ASSOCIATES INC				
10/22/2019	INVOICE	23907	KIT FOR RM50	686.43	
Total:				686.43	
Net of 1 Invoices / 0 Checks				686.43	
03220	MENARDS				
10/22/2019	INVOICE	99632	MISC SUPPLIES	108.79	
10/22/2019	INVOICE	99906	BOWL BRUSH/HOLDER	11.98	
10/22/2019	INVOICE	99850	SUPPLIES	101.60	
10/22/2019	INVOICE	98896	TUFFSTORE 18 BIN	35.96	
10/22/2019	INVOICE	98919	SUPPLIES	88.89	
10/22/2019	INVOICE	98972	SUPPLIES	55.24	
10/22/2019	INVOICE	98989	SUPPLIES	19.16	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	98990	LADDER, TIES	261.56	
10/22/2019	INVOICE	98996	SUPPLIES	21.15	
10/22/2019	INVOICE	99052	NOZZLE/ HOSE HANGER	29.96	
10/22/2019	INVOICE	99113	SNOW FENCE	29.97	
10/22/2019	INVOICE	99134	SUPPLIES	88.13	
10/22/2019	INVOICE	99151	SUPPLIES	36.33	
10/22/2019	INVOICE	99154	COUPLING	10.77	
10/22/2019	INVOICE	99316	SUPPLIES	52.93	
10/22/2019	INVOICE	99318	SUPPLIES	13.97	
10/22/2019	INVOICE	99407	BULBS	6.41	
10/22/2019	INVOICE	99442	SUPPLIES	38.93	
10/22/2019	INVOICE	98403	SUPPLIES	410.55	
10/22/2019	INVOICE	99466	BRUSH	7.99	
10/22/2019	INVOICE	99645	GIFT CARD/NICKOLITE RETIREMENT	200.00	
10/22/2019	INVOICE	99054	RETURN COBRA DRAIN BLADDER	(19.97)	
Total:				1,610.30	
Net of 22 Invoices / 0 Checks				1,610.30	
03222	MID-AMERICAN RESEARCH				
10/22/2019	INVOICE	0676894-IN	URINAL SCREENS	147.00	
10/22/2019	INVOICE	0677831-IN	CLEANING SUPPLIES	581.00	
Total:				728.00	
Net of 2 Invoices / 0 Checks				728.00	
02517	MID-AMERICAN SIGNAL INC				
10/22/2019	INVOICE	19-523	SUPPLIES	1,084.00	
Total:				1,084.00	
Net of 1 Invoices / 0 Checks				1,084.00	
00205	MID-STATE ENGINEERING &				
10/22/2019	INVOICE	17976	COLUMBUS FIRE STATION	461.00	
10/22/2019	INVOICE	17978	COLUMBUS POLICE STATION	1,370.00	
Total:				1,831.00	
Net of 2 Invoices / 0 Checks				1,831.00	
03224	MIDWEST LABORATORIES INC				
10/22/2019	INVOICE	961219	LAB TESTING	301.75	
10/22/2019	INVOICE	957126	TESTING	1,850.50	
Total:				2,152.25	
Net of 2 Invoices / 0 Checks				2,152.25	
03226	MIDWEST SERVICE & SALES CO				
10/22/2019	INVOICE	0027058	SUPPLIES	702.86	
Total:				702.86	
Net of 1 Invoices / 0 Checks				702.86	
00487	MIDWEST TAPE LLC				
10/22/2019	INVOICE	98023002	MATERIALS	124.97	
Total:				124.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	124.97	
03229 10/22/2019	MOON GINGER & ASSOCIATES INVOICE	00342	CITY CLERK BOND RENEWAL	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00263 10/22/2019	MTM RECOGNITION INVOICE	5995331	SERVICE AWARDS	487.79	
			Total:	487.79	
			Net of 1 Invoices / 0 Checks	487.79	
00960 10/22/2019	MUELLER SHANE INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
02256 10/22/2019	NEBRASKA LIONS FOUNDATION INC. INVOICE	20191008	CITY OF COLUMBUS HEALTH FAIR SCREENINGS	337.73	
			Total:	337.73	
			Net of 1 Invoices / 0 Checks	337.73	
00510 10/22/2019	NEIGHBORWORKS NORTHEAST INVOICE	16-CD-201 DD5	DRAWDOWN 5	125,784.00	
			Total:	125,784.00	
			Net of 1 Invoices / 0 Checks	125,784.00	
03246 10/22/2019	NORTHEAST NEBRASKA ECONOMIC INVOICE	16-CD-201 DD5	DRAWDOWN 5	540.00	
			Total:	540.00	
			Net of 1 Invoices / 0 Checks	540.00	
02728 10/22/2019 10/22/2019	NSAWWA INVOICE INVOICE	2019CONF 110619REGISTR	EATON/GRIFFITH REGISTRATIONS-FALL CONFERENCE 2019 FALL CONFERENCE REGISTRATIONS	400.00 600.00	
			Total:	1,000.00	
			Net of 2 Invoices / 0 Checks	1,000.00	
03249 10/22/2019 10/22/2019	OCCUPATIONAL HEALTH SERV INVOICE INVOICE	64237 64248	DRUG TESTING DRUG SCREENING/PRE-EMPLOYMENT TESTING	649.00 553.00	
			Total:	1,202.00	
			Net of 2 Invoices / 0 Checks	1,202.00	
00874 10/22/2019	OCLC, INC INVOICE	0000687100	CATALOGING AND METADATA	875.79	
			Total:	875.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	875.79	
03171	OFFICENET				
10/22/2019	INVOICE	927377-0	PENS	6.45	
10/22/2019	INVOICE	927349-0	PENS	4.04	
10/22/2019	INVOICE	927346-0	SUPPLIES	8.57	
10/22/2019	INVOICE	927347-0	SUPPLIES	6.06	
10/22/2019	INVOICE	927184-0	SUPPLIES	55.68	
10/22/2019	INVOICE	927427-0	INK CARTRIDGE	17.91	
10/22/2019	INVOICE	927216-0	DRUM UNIT	85.99	
10/22/2019	INVOICE	926978-1	CREDIT RETURN G2 PENS	(22.86)	
10/22/2019	INVOICE	926980-0	LABELS	11.55	
10/22/2019	INVOICE	926979-0	SUPPLIES	29.02	
10/22/2019	INVOICE	926976-0	SUPPLIES	27.55	
10/22/2019	INVOICE	926981-0	RIBBON	8.79	
10/22/2019	INVOICE	926803-0	SUPPLIES	73.86	
10/22/2019	INVOICE	926978-0	SUPPLIES	1.91	
10/22/2019	INVOICE	926978-1	SUPPLIES	29.31	
10/22/2019	INVOICE	927660-0	PAPER, TIMECLOCK/CARDS, DYMO LABELS	274.03	
10/22/2019	INVOICE	927184-1	SHREDDER	1,949.95	
10/22/2019	INVOICE	927632-0	MEMO PADS	28.18	
10/22/2019	INVOICE	927376-0	SHARPIE MARKERS	22.78	
10/22/2019	INVOICE	927554-0	PROJECTION SCREEN RENTAL	15.00	
			Total:	2,633.77	
			Net of 20 Invoices / 0 Checks	2,633.77	
02922	OLIVER PACKAGING AND				
10/22/2019	INVOICE	68955	TRAYS	3,271.16	
			Total:	3,271.16	
			Net of 1 Invoices / 0 Checks	3,271.16	
02852	OLSON'S PEST TECHNICIANS				
10/22/2019	INVOICE	152978	PEST CONTROL	52.00	
10/22/2019	INVOICE	152975	PEST CONTROL	47.00	
10/22/2019	INVOICE	152979	PEST CONTROL	47.00	
10/22/2019	INVOICE	152976	PEST CONTROL	47.00	
10/22/2019	INVOICE	152977	PEST CONTROL	47.00	
10/22/2019	INVOICE	152974	PEST CONTROL	47.00	
			Total:	287.00	
			Net of 6 Invoices / 0 Checks	287.00	
01307	ONE SOURCE				
10/22/2019	INVOICE	3279-20190930	BACKGROUND CHECK/DODGE	22.00	
			Total:	22.00	
			Net of 1 Invoices / 0 Checks	22.00	
00176	O'REILLY AUTOMOTIVE INC				
10/22/2019	INVOICE	0681-417353	SUPPLIES	11.98	
10/22/2019	INVOICE	0681-418399	PWR RTD BELT	28.82	
10/22/2019	INVOICE	0681-417514	BATTERY	45.83	
10/22/2019	INVOICE	0681-419209	A/C HTR RELAY/RELAYS	48.19	
10/22/2019	INVOICE	0681-416233	BATTERY	188.14	
10/22/2019	INVOICE	0681-416234	BATTERY RETURN CREDIT	(18.00)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	070319BAL	BALANCE DUE-PRE CONVERSION	1.01	
			Total:	305.97	
			Net of 7 Invoices / 0 Checks	305.97	
02921 10/22/2019	PAPER DIRECT INVOICE	9519277	BANQUET SUPPLIES	152.13	
			Total:	152.13	
			Net of 1 Invoices / 0 Checks	152.13	
00139 10/22/2019	PENWORTHY COMPANY INVOICE	0555567-IN	MATERIALS	626.08	
			Total:	626.08	
			Net of 1 Invoices / 0 Checks	626.08	
01869 10/22/2019	PERFORMANCE PRINTING INC INVOICE	25875	BUSINESS CARDS/WANGLER	107.00	
			Total:	107.00	
			Net of 1 Invoices / 0 Checks	107.00	
03058 10/22/2019	PLAINS EQUIPMENT GROUP INVOICE	2273958	HY-GARD TM	509.08	
			Total:	509.08	
			Net of 1 Invoices / 0 Checks	509.08	
00155 10/22/2019	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,022.07	
			Total:	3,022.07	
			Net of 1 Invoices / 0 Checks	3,022.07	
00460 10/22/2019	PLATTE COUNTY HIGHWAY DEPT INVOICE	100819ENG	LARGE COPIES	9.00	
			Total:	9.00	
			Net of 1 Invoices / 0 Checks	9.00	
00478 10/22/2019	PLATTE VALLEY HUMANE SOCIETY INVOICE	3RDQTR2019	3RD QTR SHELTERING SERVICE	20,000.00	
			Total:	20,000.00	
			Net of 1 Invoices / 0 Checks	20,000.00	
02841 10/22/2019	POLICE FACILITY DESIGN GROUP INVOICE	1714-BS-06	POLICE AND FIRE FACILITIES	30,779.20	
10/22/2019	INVOICE	17124-BS-07	POLICE AND FIRE FACILITIES	23,360.00	
			Total:	54,139.20	
			Net of 2 Invoices / 0 Checks	54,139.20	
02926 10/22/2019	POWER TECH LLC INVOICE	W24546	LOAD BANK 4 MOBILE GENERATORS	879.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	879.60	
			Net of 1 Invoices / 0 Checks	879.60	
03261	PRESTOX				
10/22/2019	INVOICE	4427430	PEST CONTROL	45.00	
10/22/2019	INVOICE	4427429	PEST CONTROL	47.00	
10/22/2019	INVOICE	4427427	PEST CONTROL	59.00	
10/22/2019	INVOICE	4137732	PEST CONTROL	52.00	
10/22/2019	INVOICE	4069693	PEST CONTROL	52.00	
			Total:	255.00	
			Net of 5 Invoices / 0 Checks	255.00	
00189	PRODUCTIVITY PLUS ACCOUNT-CNH				
10/22/2019	INVOICE	CF38163	RUETERS/GRILL ASSEMBLY	1,829.81	
			Total:	1,829.81	
			Net of 1 Invoices / 0 Checks	1,829.81	
00575	PRODUCTIVITY PLUS ACCT-TITAN				
10/22/2019	INVOICE	13060121 GP	VALVE SOLENOID	228.63	
10/22/2019	INVOICE	13049240 GP	CABLE, BLOCK HEATER	35.47	
			Total:	264.10	
			Net of 2 Invoices / 0 Checks	264.10	
10281	PROPAC, INC.				
10/22/2019	INVOICE	366511	OVERSIZED SPECIAL NEEDS COT	677.74	
			Total:	677.74	
			Net of 1 Invoices / 0 Checks	677.74	
01718	QUALITY INN & CONFERENCE CTR				
10/22/2019	INVOICE	49975347	LODGING/SYBRANT	182.00	
			Total:	182.00	
			Net of 1 Invoices / 0 Checks	182.00	
01002	READ ALOUD NEBRASKA				
10/22/2019	INVOICE	110119RAN	2019 RAN WORKSHOP/HRUSKA	45.00	
			Total:	45.00	
			Net of 1 Invoices / 0 Checks	45.00	
03264	REARDON LAWN & GARDEN INC				
10/22/2019	INVOICE	093019CREDIT	CREDIT DUE FOR OVERPAYMENT ON 2 INVOICES	(87.97)	
10/22/2019	INVOICE	508352-7777	STIHL MS661C 36"	1,223.99	
10/22/2019	INVOICE	508352-7775	11240209401 VALVE	33.99	
10/22/2019	INVOICE	508352-7795	TRIMMER BLADE	19.99	
10/22/2019	INVOICE	508352-7783	AIR FILTER	17.99	
			Total:	1,207.99	
			Net of 5 Invoices / 0 Checks	1,207.99	
03265	RECORDED BOOKS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	76523667	MATERIALS	56.90	
10/22/2019	INVOICE	76523417	MATERIALS	126.92	
10/22/2019	INVOICE	76524299	MATERIALS	106.99	
Total:				290.81	
Net of 3 Invoices / 0 Checks				290.81	
00500	REDFIELD DIRECT LLC				
10/22/2019	INVOICE	8406	RESOLUTION/CITY COUNCIL PROCEEDING PAPER	740.18	
Total:				740.18	
Net of 1 Invoices / 0 Checks				740.18	
00161	REMBOLT LUDTKE LLP				
10/22/2019	INVOICE	152	FLSA REQUIREMENTS/LIGHT DUTY PAY	195.00	
Total:				195.00	
Net of 1 Invoices / 0 Checks				195.00	
10265	ROAD BUILDERS MACHINERY AND SUPPLY				
10/22/2019	INVOICE	R18332	CONTRACT 009131 RENTAL EQUIPMENT	8,300.00	
10/22/2019	INVOICE	R18331	CONTRACT 009125 RENTAL EQUIPMENT	4,800.00	
10/22/2019	INVOICE	R00055	EQUIPMENT RENTAL	11,500.00	
10/22/2019	INVOICE	R00058	EQUIPMENT RENTAL CHARGES	1,670.00	
Total:				26,270.00	
Net of 4 Invoices / 0 Checks				26,270.00	
03271	SCHIEFFER SIGNS INC				
10/22/2019	INVOICE	39235	LETTERING ON VAN 215	265.00	
Total:				265.00	
Net of 1 Invoices / 0 Checks				265.00	
10267	SCHOENHOFER, ZACH				
10/22/2019	INVOICE	101519WTER	GRADE IV CERTIFICATION LICENSE REIMB	28.75	
Total:				28.75	
Net of 1 Invoices / 0 Checks				28.75	
03273	SCHOOL DISTRICT #1				
10/22/2019	INVOICE	SCHOOLS	LIQUOR AND TOBACCO LICENCES	4,830.00	
Total:				4,830.00	
Net of 1 Invoices / 0 Checks				4,830.00	
01481	SEADSCHLAG CHARLES				
10/22/2019	INVOICE	101519ENG	STORM SEWER CONST COST CIP20-70	14,401.00	
Total:				14,401.00	
Net of 1 Invoices / 0 Checks				14,401.00	
03274	SEARS COMMERCIAL ONE				
10/22/2019	INVOICE	030119021361	SERVICE AWARD	159.99	
Total:				159.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	159.99	
00171 10/22/2019	SETTJE PLUMBING INVOICE	12582	REPAIR LEAK ABOVE WATER HEATER	100.09	
			Total:	100.09	
			Net of 1 Invoices / 0 Checks	100.09	
03276 10/22/2019 10/22/2019	SHERWIN-WILLIAMS CO INVOICE INVOICE	1657-8 0868-7	PAINT DOT CONC SEAL WH	65.25 218.56	
			Total:	283.81	
			Net of 2 Invoices / 0 Checks	283.81	
01090 10/22/2019	SHEVLIN SUPPLY INVOICE	4085	DEFOAMER	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
03277 10/22/2019	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M/SEPT	LEGAL SERVICES	4,177.08	
			Total:	4,177.08	
			Net of 1 Invoices / 0 Checks	4,177.08	
10283 10/22/2019	SMITH KIM INVOICE	556333	REFUND CANCELLED PROGRAM FEE	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
02814 10/22/2019	SOUTHERN CARLSON INC. INVOICE	CB40540376	SUPPLIES	27.43	
			Total:	27.43	
			Net of 1 Invoices / 0 Checks	27.43	
10275 10/22/2019	SPILKER, COLIN INVOICE	20009240640	REIMBURSE UNIFORM PANTS/CITY PORTION	109.98	
			Total:	109.98	
			Net of 1 Invoices / 0 Checks	109.98	
00105 10/22/2019 10/22/2019	SUPER SAVER INVOICE INVOICE	109013 109174	FOOD/CLEANING SUPPLIES FOOD SUPPLIES	40.91 36.55	
			Total:	77.46	
			Net of 2 Invoices / 0 Checks	77.46	
03017 10/22/2019	SYBRANT PAMELA S INVOICE	100319DISPATCH	NCC/NCJIS TRAINING-MILEAGE REIMB	227.36	
			Total:	227.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	227.36	
00110	SYSKO LINCOLN				
10/22/2019	INVOICE	261748477	FOOD/SUPPLIES	1,497.87	
10/22/2019	INVOICE	261759816	FOOD COSTS/SUPPLIES	1,780.48	
			Total:	3,278.35	
			Net of 2 Invoices / 0 Checks	3,278.35	
10280	SZELAG, KEN				
10/22/2019	INVOICE	092319TRANSIT	1998 GMC SONOMA/ACCIDENT DAMAGE REIMBURSEMEI	1,517.78	
			Total:	1,517.78	
			Net of 1 Invoices / 0 Checks	1,517.78	
00313	T-BONE FUEL DELIVERY				
10/22/2019	INVOICE	0613	FUEL	10,392.00	
			Total:	10,392.00	
			Net of 1 Invoices / 0 Checks	10,392.00	
02743	TELECOMMUNICATION SYSTEMS INC.				
10/22/2019	INVOICE	01INV-000037541	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
02437	THOMAS CONNIE				
10/22/2019	INVOICE	092719LIBRARY	MILEAGE REIMBURSEMENT	76.56	
			Total:	76.56	
			Net of 1 Invoices / 0 Checks	76.56	
00540	TIME WARNER CABLE				
10/22/2019	INVOICE	0000767100119	HD CONVERTER CHARGE	7.95	
			Total:	7.95	
			Net of 1 Invoices / 0 Checks	7.95	
03128	TIRE OUTLET INC				
10/22/2019	INVOICE	168651	TIRE REPAIRS	60.00	
10/22/2019	INVOICE	181122	TUBE	10.00	
10/22/2019	INVOICE	167651	REPAIRS	210.00	
10/22/2019	INVOICE	168649	USED TIRES	225.00	
10/22/2019	INVOICE	168849	TIRE REPAIR	30.00	
10/22/2019	INVOICE	168780	REPAIRS/NUTS	105.00	
			Total:	640.00	
			Net of 6 Invoices / 0 Checks	640.00	
01435	TM CLEANING				
10/22/2019	INVOICE	179	SEPTEMBER CLEANING-CHARLIE LOUIS FIRE STATIO	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00232 10/22/2019	TRI COUNTY REPAIRS INVOICE	14066	MUD FLAPS	62.11	
			Total:	62.11	
			Net of 1 Invoices / 0 Checks	62.11	
02483 10/22/2019	TSP INC INVOICE	0055184	FRONTIER PARK DESIGN MODIFICATION	911.55	
			Total:	911.55	
			Net of 1 Invoices / 0 Checks	911.55	
01413 10/22/2019	TWIN RIVERS VETERINARY CLINIC INVOICE	96231/OCT	ANIMAL CARE	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
00384 10/22/2019	TYPHOON WASH INVOICE	10990	CAR WASH	7.50	
10/22/2019	INVOICE	10992	CAR WASH	7.50	
10/22/2019	INVOICE	10994	CAR WASH	7.50	
10/22/2019	INVOICE	10996	CAR WASH	7.50	
10/22/2019	INVOICE	10998	CAR WASH	7.50	
10/22/2019	INVOICE	11003	CAR WASH	7.50	
10/22/2019	INVOICE	11000	CAR WASH	7.50	
			Total:	52.50	
			Net of 7 Invoices / 0 Checks	52.50	
02341 10/22/2019	US CELLULAR INVOICE	0333611179	MONTHLY CHARGES	42.90	
			Total:	42.90	
			Net of 1 Invoices / 0 Checks	42.90	
03294 10/22/2019	USA BLUE BOOK INVOICE	018753	SMOKE FLUID	519.73	
			Total:	519.73	
			Net of 1 Invoices / 0 Checks	519.73	
00404 10/22/2019	USDA, APHIS INVOICE	3003261526	PERSONNEL COMPENSATION/PROGRAM SUPPORT	1,692.66	
10/22/2019	INVOICE	3003261525	PERSONNEL COMPENSATION/PROGRAM SUPPORT 7/31.	1,853.87	
			Total:	3,546.53	
			Net of 2 Invoices / 0 Checks	3,546.53	
00664 10/22/2019	UTILITY SERVICE CO INC INVOICE	489495-96-97-98	QUARTERLY TANK MAINTENANCE	14,163.18	
			Total:	14,163.18	
			Net of 1 Invoices / 0 Checks	14,163.18	
02869	UV DOCTOR LAMPS LLC				

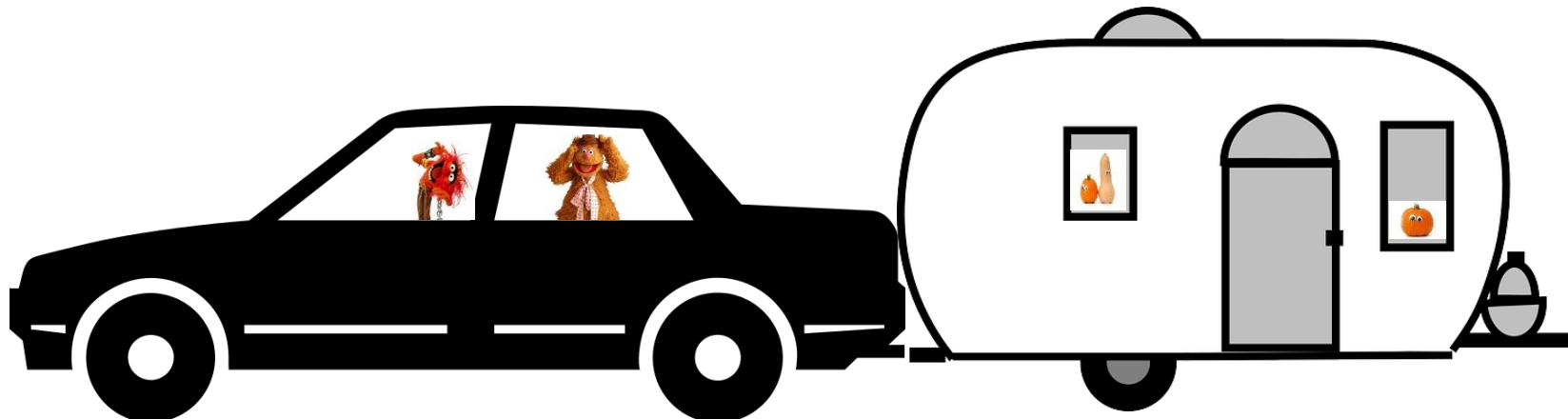
Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10/22/2019	INVOICE	12854	TROJAN 3000+ OEM BALLAST REBUILD	2,267.64	
			Total:	2,267.64	
			Net of 1 Invoices / 0 Checks	2,267.64	
02045	VAN WALL EQUIPMENT INC				
10/22/2019	INVOICE	1278573	AMT2638 KIT	123.61	
10/22/2019	INVOICE	1278585	BOOM HINGES	13.64	
10/22/2019	INVOICE	1278589	CLUTCH	341.97	
10/22/2019	INVOICE	1278618	CREDIT FREIGHT	(13.64)	
10/22/2019	INVOICE	1278883	BOOM HINGES	974.45	
10/22/2019	INVOICE	1279850	KNOB	13.70	
10/22/2019	INVOICE	1279900	CREDIT FREIGHT	(13.70)	
			Total:	1,440.03	
			Net of 7 Invoices / 0 Checks	1,440.03	
03060	VERIZON CONNECT NWF, INC.				
10/22/2019	INVOICE	OSV000001884386	GPS SERVICE	98.27	
			Total:	98.27	
			Net of 1 Invoices / 0 Checks	98.27	
01181	VERIZON WIRELESS				
10/22/2019	INVOICE	9838974267	CELL PHONE CHARGES	2,090.35	
10/22/2019	INVOICE	9838930954	CELL PHONE CHARGES	643.31	
10/22/2019	INVOICE	9839483328	CPD JETPACKS	400.16	
			Total:	3,133.82	
			Net of 3 Invoices / 0 Checks	3,133.82	
02708	WELLNESS PARTNERS LLC				
10/22/2019	INVOICE	2975	OCT 2019 NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10284	ZAKRZEWSKI BRANDON				
10/22/2019	INVOICE	101719WWCOLL	MEAL REIMBURSEMENT-TRAINING	49.28	
			Total:	49.28	
			Net of 1 Invoices / 0 Checks	49.28	
03305	ZEE MEDICAL SERVICE				
10/22/2019	INVOICE	125-016161	FIRST AID SUPPLIES	195.05	
10/22/2019	INVOICE	125-01659	FIRST AID SUPPLIES	40.95	
10/22/2019	INVOICE	125-016201	FIRST AID SUPPLIES	48.20	
			Total:	284.20	
			Net of 3 Invoices / 0 Checks	284.20	
00208	ZOLL MEDICAL CORPORATION				
10/22/2019	INVOICE	2947606	THERMAL PAPER ROLLS	72.71	
			Total:	72.71	
			Net of 1 Invoices / 0 Checks	72.71	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10279	ZUERCHER TECHNOLOGIES LLC				
10/22/2019	INVOICE	253472	ZUERCHER SUITE CONTRACT-50% DUE	218,594.50	
10/22/2019	INVOICE	253649	DATA CONVERSION	21,600.00	
			Total:	<u>240,194.50</u>	
			Net of 2 Invoices / 0 Checks	240,194.50	
			invoices and 0 checks for 200 vendors:	<u>2,293,737.31</u>	

City of Columbus Code Enforcement

Land Development Ordinance

Off Street Parking for Personal and Recreational Vehicles 9-7



a. Applicability

This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include passenger cars, vans, pick-up trucks, camper trailers, recreational vehicles, trailers under forty feet in length, and boats.

Chapter 72: Stopping, Standing and Parking

Vehicle- A machine propelled by power other than human power and designated to travel along the ground by use of wheels, treads, runners, or slides and which transports persons or property or pulls machinery, and shall include without limitation an automobile, truck, trailer, motorcycle, tractor, buggy and wagon.

b. Location of Parking

1. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
2. Parking is permitted outside of an enclosed structure subject to the following conditions and in compliance with Section 10-9-24 of the City code:
 - (a) The parking space is provided on a paved, hard-surfaces or graveled driveway or pad adjacent to the driveway;
 - (b) The vehicle is parked perpendicular to the front curb;
 - (c) The vehicle does not encroach on public right-of-way.

Chapter 72: Stopping, Standing and Parking

HARD SURFACE- is defined as a paved hard surface driveway, paved pad, or gravel driveway, with dimensions of not less than 10 feet by 20 feet, or if graveled, a gravel depth of not less than three inches.



c. Special Provisions for Recreational Vehicles

Parking and storage of recreational vehicles, campers, trailers, and boats is subject to the following conditions:

1. The vehicle is maintained in a clean, well-kept state;
2. The vehicle may be used only by non-paying guests for a maximum of three consecutive days or fourteen days during any calendar year;
3. The vehicle may not be permanently connected to utility lines;
4. The vehicle may not be used for the storage of goods, materials, or equipment other than those items which pertain to the use of the vehicles;
5. The length of the vehicle shall not exceed twenty feet if the vehicle is parked or stored in a required front yard or street side yard. Longer vehicles may be parked or stored within rear yards or interior side yards behind the required front yard setback.









Questions or Comments?



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

You are hereby notified that the City Council of the City of Columbus, Nebraska, has set Monday, October 21, 2019, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, as the time and place for a public hearing on a proposed Text Amendment to the Zoning Chapter of the Land Development Ordinance for the City of Columbus and at said time and place you may appear and be heard. Said Text Amendment proposes to amend Table 4-3 of Article 9 of the Land Development Ordinance, specifically the Site Development Regulations for R-2 Zoning Districts to allow maximum building coverage to be increased to 50 percent with approval of a Special Use Permit and to increase maximum impervious coverage from 55 percent to 65 percent with approval of a Special Use Permit. Currently the maximum building coverage is 35 percent and maximum impervious coverage is 55 percent in R-2 districts.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 1, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Zoning Code Text Amendment

RECOMMENDATION:

I recommend amending Table 4-3 Site Development Regulations for R-2 to allow maximum building coverage to be increased to 50% with approval of a Special Use Permit and to increase maximum impervious coverage from 55% to 65% with approval of a Special Use Permit. Currently the maximum building coverage is 35% and the maximum impervious coverage is 55% in the R-2 district.

DISCUSSION:

We have had several requests to rezone property to R-3 with the condition that the only Uses permitted would be those listed under R-2 of Table 4-2 of the Land Development Ordinance. If approved this amendment will allow the increase in Building Coverage and Impervious Coverage listed under R-3 with Special Use Permit approval instead of rezoning with conditions.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the amendment proposal

SIGNATURE:

By: 

Approved By: _____

ORDINANCE NO. 19-36

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE 97-17, AS FOLLOWS: BY AMENDING TABLE 4-3 OF THE LAND DEVELOPMENT ORDINANCE, SPECIFICALLY THE SITE DEVELOPMENT REGULATIONS FOR R-2 ZONING DISTRICTS TO ALLOW MAXIMUM BUILDING COVERAGE TO BE INCREASED FROM 35 PERCENT TO 50 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT AND TO INCREASE MAXIMUM IMPERVIOUS COVERAGE FROM 55 PERCENT TO 65 PERCENT WITH APPROVAL OF A SPECIAL USE PERMIT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY §16-405 OF NEBRASKA REVISED STATUTES.

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

Section 1. That the City of Columbus, Nebraska under Ordinance 96-09 adopted the Land Development Ordinance for the City of Columbus, Zoning Chapter, on March 18, 1996, and adopted August 4, 1997 as the official Zoning Code of Columbus by Ordinance 97-17.

Section 2. That the Zoning Chapter of the Land Development Ordinance for the City of Columbus, Table 4-3, Site Development Regulations for R-2 Zoning Districts is hereby amended to increase the "Maximum Building Coverage" from 35 percent to 50 percent with approval of a Special Use Permit, and to increase the "Maximum Impervious Coverage" from 55 percent to 65 percent with approval of a Special Use Permit.

Section 3. This Ordinance shall repeal all ordinances or portions thereof in conflict herewith.

Section 4. This Ordinance shall become effective upon its passage, approval and publication as provided by law. Publication shall be in pamphlet form as authorized by 16-405 of the Nebraska Statutes with distribution to be made by making copies available to any interested parties at the City Offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Harry Potter Subdivision, Lot 1, Reiche Addition to the City of Columbus, Nebraska, (4180 48 Avenue) and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 10:10:19
One Affidavit of Publication

FILED

MAJOR SUBDIVISION / ADDITION APPLICATION

SEP 18 2019

PRELIMINARY **FINAL** (Circle One)

**CITY CLERK
COLUMBUS, NEBR.**

DATE: September 18, 2019

NAME OF SUBDIVISION: Harry Potter Subdivision

NAME OF APPLICANT: Gary Potter

ADDRESS OF APPLICANT: 2816 Husker Lane, Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 2

ADDRESS OF SUBDIVISION: 4180 48th Avenue

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

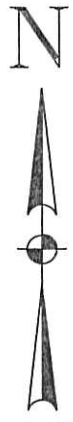


Owner or Owner's Representative

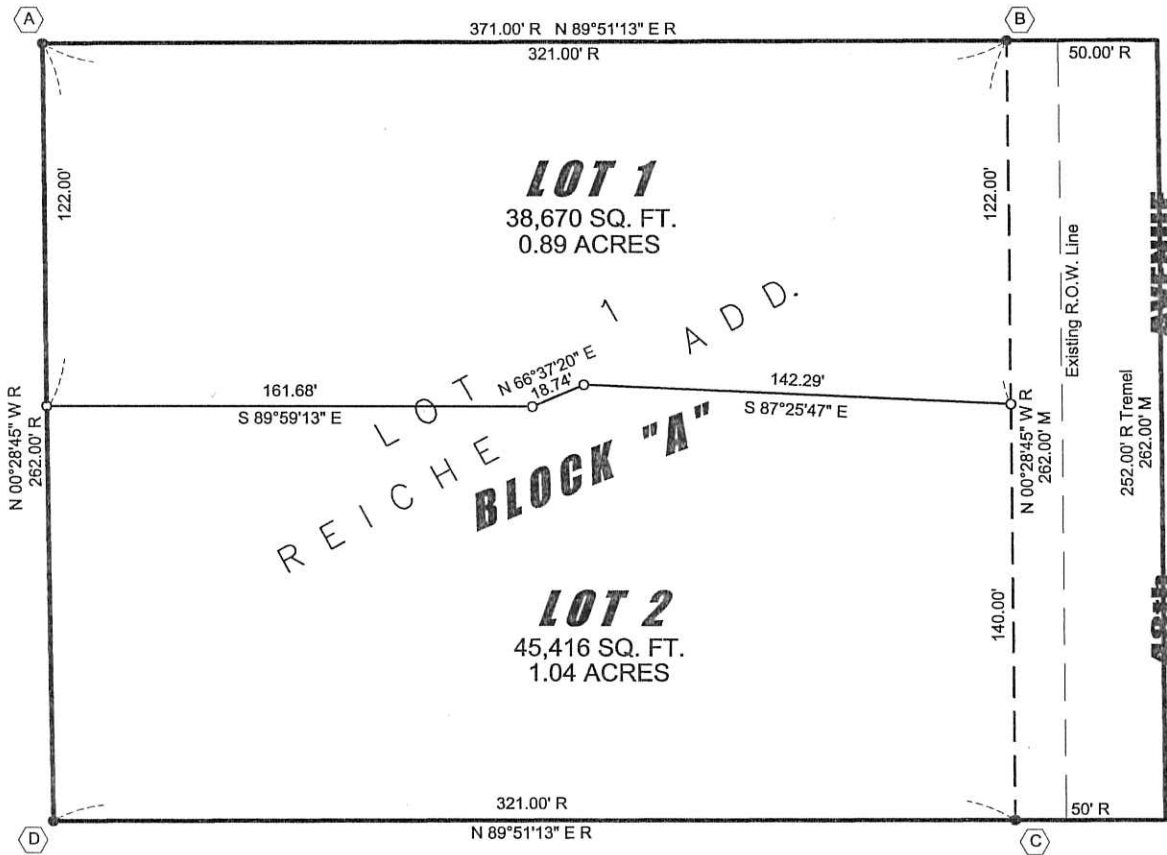
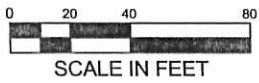
FINAL PLAT

Harry Potter Subdivision

A Replat of Lot 1, Reiche Addition a minor subdivision to the City of Columbus, located in a portion of the SE 1/4, Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.



1"=40'
9/17/2019
RTK
211.853



LEGEND

- - Found Monument
- - Set 5/8" x 24" Rebar W/ Cap
- M - Measured
- R - Recorded

EXISTING ZONING - RR

Owner: Gary Potter
2816 Husker Lane
Columbus, NE 68601

LEGAL DESCRIPTION

Lot 1, Reiche Addition, City of Columbus, Nebraska.

FIELD NOTES

At "A", "B", "C" and "D", found 5/8" x 24" rebar with plastic cap as recorded on Reiche Addition Minor Subdivision plat by Thomas A. Tremel, L.S. #455, dated December 30, 2016.
At point "C" found 5/8" iron rod as recorded above.

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the _____ day of _____, 2019.

Attest:

City Clerk

Mayor, City of Columbus

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

This plat of HARRY POTTER SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this _____ day of _____, 2019.

Chairman

SCHOOL BOARD APPROVAL

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss

The above plat approved by School District No. 1, of Platte County, Nebraska.

Attest:

Secretary

President

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a Registered Land Surveyor of Nebraska, hereby certify that I have accurately surveyed HARRY POTTER SUBDIVISION and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys, and commons and other grounds are well and accurately staked off and marked and correctly designated and shown on the above and foregoing survey, dated this 18th day of SEPTEMBER, 2019.

Clyde R. Flowers Jr.
Clyde R. Flowers, Jr., Nebraska L.S. #357
GILMORE & ASSOCIATES, INC.



GILMORE & ASSOCIATES INC.
Engineers Surveyors

Phone (402) 384-2807
Fax (402) 384-2803
Box 355 2870 33rd Ave
Columbus, Nebraska 68602-0355

RESOLUTION NO. R19- 156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING A PARCEL OF LAND DESCRIBED AS: A REPLAT OF LOT 1, REICHE ADDITION, A MINOR SUBDIVISION TO THE CITY OF COLUMBUS, LOCATED IN A PORTION OF THE SE 1/4, SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, CONTAINING 1.93 ACRES MORE OR LESS, HEREINAFTER TO BE KNOWN AS THE "HARRY POTTER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; APPROVING THE PLAT THEREOF; AND APPROVING THE DEVELOPMENT AGREEMENT RELATING THERETO.

WHEREAS, Gary Potter is the owner of the following described real estate:

A Replat of Lot 1, Reiche Addition, a minor subdivision to the City of Columbus, located in a portion of the SE 1/4, Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska, containing 1.93 acres more or less; and

WHEREAS, said owner has laid out said land into lots contained therein, under the name of "HARRY POTTER SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA"; and,

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing any and all lots belonging to such addition, a Plat of which bearing the date of September 18, 2019, and certified by Clyde R. Flowers, Jr., Registered Land Surveyor, #357, is hereto attached; and,

WHEREAS, the area is platted as "RR" (Rural Residential District) according to the zoning regulations of the City of Columbus, Nebraska; and,

WHEREAS, said proposed addition and site plan for development have been heretofore submitted to the Planning Commission of Columbus, Nebraska and Platte County School District No. 001, Columbus, Nebraska; and,

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

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of the Harry Potter Subdivision to the City of Columbus, Platte County, Nebraska; and,

WHEREAS, a Development Agreement has been prepared for said subdivision setting forth the agreement between the City of Columbus and the Subdivider, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto marked Exhibit "A" and incorporated by this reference; and

WHEREAS, the Mayor and City Council held a public hearing on the approval of the Final Plat of said Subdivision and having heard all persons appearing at such hearing, approved said Final Plat, and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that Plat and the Subdivision Agreement for said subdivision be and the same hereby are approved as provided by law; and that the Mayor and Clerk are hereby authorized and instructed to endorse such approval upon said original plat and that the area carry the classification heretofore assigned it as "RR" (Rural Residential District according to the Zoning Regulations of the City of Columbus, Nebraska; and further that the Mayor and Clerk are hereby authorized and instructed to sign the Development Agreement for this subdivision, the same being attached hereto as Exhibit A.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Tract 1: A tract of land located in the NW1/4 SW1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Northwest corner of the NW1/4 SW1/4 of said Sec. 8, and assuming the west line of the NW1/4 SW1/4 of said Sec. 8 to have a bearing of N00°00'00" E; thence N 89°47'50"E and on the North line of the SW1/4 of said Sec. 8, 90.16 feet, to the point of beginning; thence N89°47'50"E and on said North line, 179.22 feet; thence S01°14'56"E, 210.00 feet; thence S89°47'50"W and parallel with the North line of the SW1/4 of Sec. 8, 62.30 feet; thence N 30°06'22"W and parallel with the East line of a tract surveyed by Frank C. Kuska L.S. #234, dated July 7, 1975, 242.21 feet to the point of beginning, containing 0.58 acres, more or less AND Tract 2: A tract of land located in the NW1/4SW1/4 of Section 8, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as beginning on the North line of the NW1/4SW1/4 of said Section 8, whose assumed bearing is north 89°41' east, said point being 100.95 feet northeast of the west quarter corner of said Section 8; thence continuing north 89°41' east 160 feet; thence south 00°09' east, 161.3 feet, thence south 89°51' west, 110 feet; thence north 17°26' west, 168.4 feet to the point of beginning, except that portion of Tract 2 already described in Tract 1 (southeast of Lost Creek Parkway and Old Monastery Road) from "RR" (Rural Residential District) to "B-2" (General Commercial District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline

City Clerk

Publish: 10:10:19

Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning Loup Power Property Southeast of Lost Creek Parkway and old Monastery Road from RR to B-2

RECOMMENDATION:

I recommend approval of this rezoning and to amend the Future Land Use map accordingly. The property to the east and south is already zoned B-2 and I believe this is a good use of the property.

DISCUSSION:

We have received an application to rezone a tract of land west of Loup Power's new service center. Loup purchased the property and is asking for the same zoning as their new service center.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By:  _____

Approved By:  _____

AMENDED RE-ZONING APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

1. Applicant's Name: Loup River Public Power District
Applicant's Address: 2404 15th Street
Columbus, NE 68601
2. Property Owner: Loup River Public Power District
Address of Property: Southeast of Lost Creek Parkway and Old Monastery Road
Legal Description of Property:

Tract 1

A tract of land located in the NW1/4 SW1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Northwest corner of the NW1/4 SW1/4 of said Sec. 8, and assuming the west line of the NW1/4 SW1/4 of said Sec. 8 to have a bearing of N00°00'00" E; thence N 89°47'50"E and on the North line of the SW1/4 of said Sec. 8, 90.16 feet, to the point of beginning; thence N89°47'50"E and on said North line, 179.22 feet; thence S01°14'56"E, 210.00 feet; thence S89°47'50"W and parallel with the North line of the SW1/4 of Sec. 8, 62.30 feet; thence N 30°06'22"W and parallel with the East line of a tract surveyed by Frank C. Kuska L.S. #234, dated July 7, 1975, 242.21 feet to the point of beginning, containing 0.58 acres, more or less.

Tract 2

A tract of land located in the NW1/4SW1/4 of Section 8, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as beginning on the North line of the NW1/4SW1/4 of said Section 8, whose assumed bearing is north 89°41' east, said point being 100.95 feet northeast of the west quarter corner of said Section 8; thence continuing north 89°41' east 160 feet; thence south 00°09' east, 161.3 feet, thence south 89°51' west, 110 feet; thence north 17°26' west, 168.4 feet to the point of beginning, except that portion of Tract 2 already described in Tract 1.

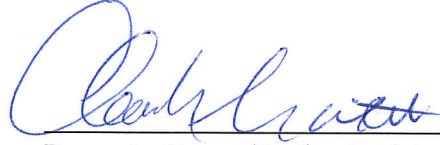
Present Zoning Classification: RR (Rural Residential)
Requested Zoning Classification: B-2 (General Commercial)

3. Set forth a description of the nature and operating characteristics of the proposed use: Maintenance Facility for Loup River Public Power District
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

WILL SUBMIT PRELIMINARY SITE PLAN AT A LATER DATE

I, the undersigned, am the owner of the property described in this Application or the property owner's authorized agent.

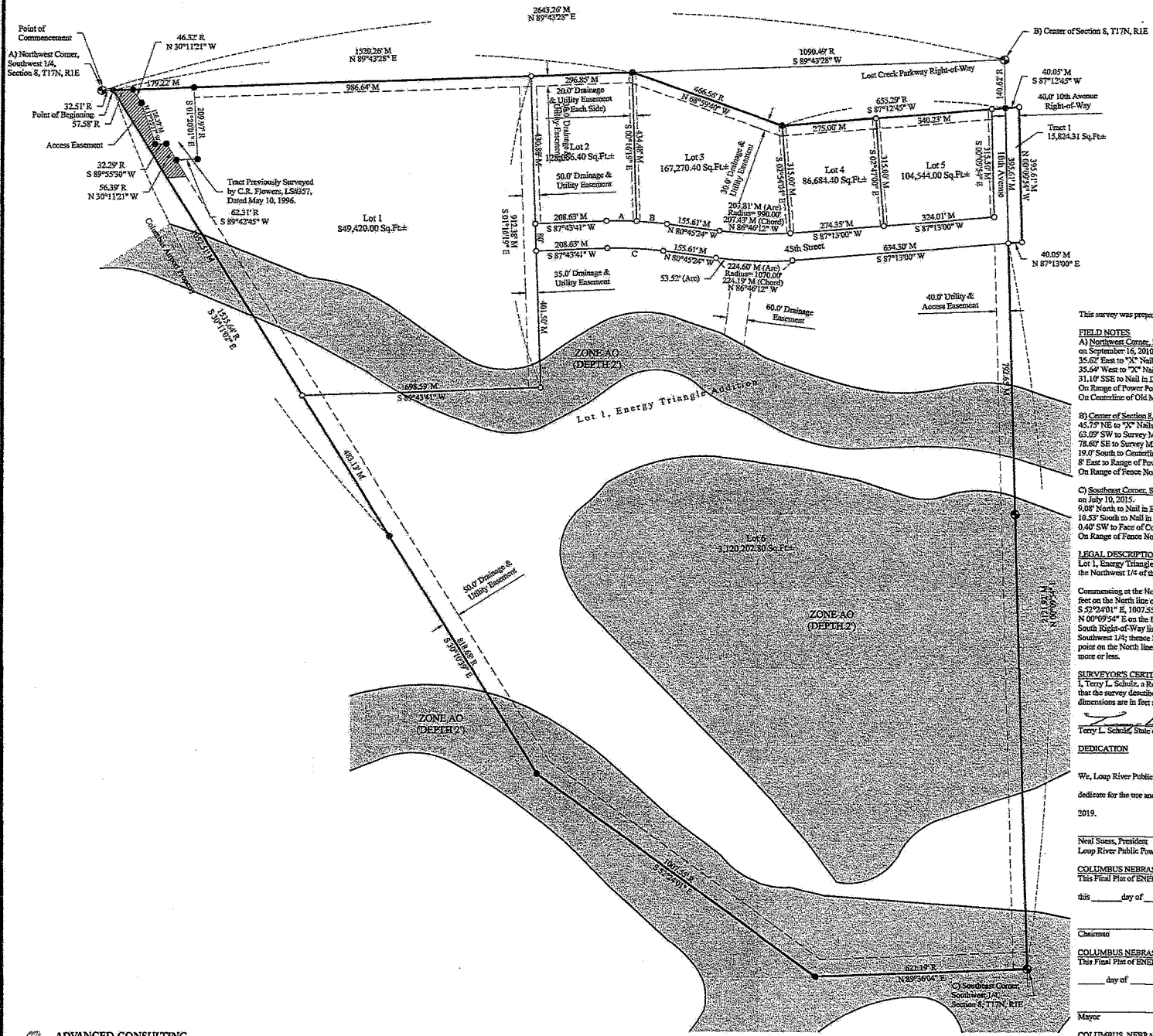
Dated this 19th day of September, 2019.

A handwritten signature in blue ink, appearing to read "Candy Cruz", written over a horizontal line.

Property Owner/Authorized Agent

ENERGY TRIANGLE SECOND ADDITION

Of Lot 1, Energy Triangle Addition and tracts of Land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska.



DEVELOPER/OWNER:
 Loop River Public Power District
 2404 15th Street
 Columbus, NE 68602
 Phone: 402-564-3171

Lois L. Rodehorst, Esq.
 5688 18th Avenue
 Columbus, NE 68601
 Phone: 402-372-1923

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

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

This survey was prepared at the request of Loop Power District, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E: Found Railroad Spike 0.1' deep as on September 14, 2010.
 35.62' East to "X" Nails in Power Pole.
 35.64' West to "X" Nails in Power Pole.
 31.19' SSE to Nail in Disk in Gate Post.
 8' East to Range of Tower Poles East.
 On Cornerline of Old Monastery Drive North.

B) Center of Section 8, T17N, R1E: Found Survey Marker as recorded by Thomas A. Terrell, I on July 10, 2015.
 45.79' NE to "X" Nails in Power Pole.
 63.09' SW to Survey Marker in Concrete Joint.
 78.60' SE to Survey Marker in Top of Chain Joint.
 19.07' South to Centerline Joint of West Bound Lane of Lost Creek Parkway.
 8' East to Range of Tower Poles North.
 On Range of Fence North.

C) Southeast Corner, Southwest 1/4, Section 8, T17N, R1E: Found 3/4" Iron Pipe in the Base on July 10, 2015.
 9.08' North to Nail in Brace Post.
 10.53' South to Nail in Brace Post.
 0.40' SW to Face of Corner Fence Post.
 On Range of Fence North, South and West.

LEGAL DESCRIPTION

Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of the Northwest 1/4 of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska.

Commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M. on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'21" E, 11 S 52°24'41" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 88°56'04" E, 621 N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet thence N 87°15'00" E, 40.0 South Right-of-Way line of Lost Creek Parkway thence S 87°12'45" W, 40.05 to the intersection Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 635.29 feet; thence N 6 point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1320.2 more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on April 17, 2019, also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz 4-17-2019
 Terry L. Schulz, State of Nebraska, R.L.S.#2950 Date

DEDICATION

We, Loop River Public Power District, Lois L. Rodehorst Esq, owners of the described property dedicate for the use and benefit of the public, the streets and easements as designated and show 2019.

Neal Suss, President _____ Lois L. Rodehorst Esq
 Loop River Public Power District

COLUMBUS NEBRASKA PLANNING COMMISSION
 This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Neb this ___ day of _____, 2019.

Chairman _____
COLUMBUS NEBRASKA CITY COUNCIL
 This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Neb ___ day of _____, 2019.

Mayor _____ City Clerk _____
COLUMBUS NEBRASKA SCHOOL BOARD
 This Final Plat of ENERGY TRIANGLE SECOND ADDITION to the City of Columbus, Nebr this ___ day of _____, 2019.

ORDINANCE NO. 19-37

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: TRACT 1 A TRACE OF LAND LOCATED IN THE NW1/4 SW1/4 OF SECTION 8, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW1/4 SW1/4 OF SAID SEC. 8, AND ASSUMING THE WEST LINE OF THE NW1/4 SW1/4 OF SAID SEC. 8 TO HAVE A BEARING OF N00°00'00" E; THENCE N 89°47'50"E AND ON THE NORTH LINE OF THE SW1/4 OF SAID SEC. 8, 90.16 FEET, TO THE POINT OF BEGINNING; THENCE N89°47'50"E AND ON SAID NORTH LINE, 179.22 FEET; THENCE S01°14'56"E, 210.00 FEET; THENCE S89°47'50"W AND PARALLEL WITH THE NORTH LINE OF THE SW1/4 OF SEC. 8, 62.30 FEET; THENCE N 30°06'22"W AND PARALLEL WITH THE EAST LINE OF A TRACT SURVEYED BY FRANK C. KUSKA L.S. #234, DATED JULY 7, 1975, 242.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.58 ACRES, MORE OR LESS. TRACT 2 A TRACT OF LAND LOCATED IN THE NW1/4SW1/4 OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6th P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS BEGINNING ON THE NORTH LINE OF THE NW1/4SW1/4 OF SAID SECTION 8, WHOSE ASSUMED BEARING IS NORTH 89°41' EAST, SAID POINT BEING 100.95 FEET NORTHEAST OF THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE CONTINUING NORTH 89°41' EAST 160 FEET; THENCE SOUTH 00°09' EAST, 161.3 FEET, THENCE SOUTH 89°51' WEST, 110 FEET; THENCE NORTH 17°26' WEST, 168.4 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION OF TRACT 2 ALREADY DESCRIBED IN TRACT 1 FROM THE PRESENT ZONING CLASSIFICATION OF "RR" (RURAL RESIDENTIAL DISTRICT) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the

hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

Tract 1

A tract of land located in the NW1/4 SW1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Northwest corner of the NW1/4 SW1/4 of said Sec. 8, and assuming the west line of the NW1/4 SW1/4 of said Sec. 8 to have a bearing of N00°00'00" E; thence N 89°47'50"E and on the North line of the SW1/4 of said Sec. 8, 90.16 feet, to the point of beginning; thence N89°47'50"E and on said North line, 179.22 feet; thence S01°14'56"E, 210.00 feet; thence S89°47'50"W and parallel with the North line of the SW1/4 of Sec. 8, 62.30 feet; thence N 30°06'22"W and parallel with the East line of a tract surveyed by Frank C. Kuska L.S. #234, dated July 7, 1975, 242.21 feet to the point of beginning, containing 0.58 acres, more or less.

Tract 2

A tract of land located in the NW1/4SW1/4 of Section 8, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as beginning on the North line of the NW1/4SW1/4 of said Section 8, whose assumed bearing is north 89°41' east, said point being 100.95 feet northeast of the west quarter corner of said Section 8; thence continuing north 89°41' east 160 feet; thence south 00°09' east, 161.3 feet, thence south 89°51' west, 110 feet; thence north 17°26' west, 168.4 feet to the point of beginning, except that portion of Tract 2 already described in Tract 1.

from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

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

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by

Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

Tract 1

A tract of land located in the NW1/4 SW1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Northwest corner of the NW1/4 SW1/4 of said Sec. 8, and assuming the west line of the NW1/4 SW1/4 of said Sec. 8 to have a bearing of N00°00'00" E; thence N 89°47'50"E and on the North line of the SW1/4 of said Sec. 8, 90.16 feet, to the point of beginning; thence N89°47'50"E and on said North line, 179.22 feet; thence S01°14'56"E, 210.00 feet; thence S89°47'50"W and parallel with the North line of the SW1/4 of Sec. 8, 62.30 feet; thence N 30°06'22"W and parallel with the East line of a tract surveyed by Frank C. Kuska L.S. #234, dated July 7, 1975, 242.21 feet to the point of beginning, containing 0.58 acres, more or less.

Tract 2

A tract of land located in the NW1/4SW1/4 of Section 8, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, more particularly described as beginning on the North line of the NW1/4SW1/4 of said Section 8, whose assumed bearing is north 89°41' east, said point being 100.95 feet northeast of the west quarter corner of said Section 8; thence continuing north 89°41' east 160 feet; thence south 00°09' east, 161.3 feet, thence south 89°51' west, 110 feet; thence north 17°26' west, 168.4 feet to the point of beginning, except that portion of Tract 2 already described in Tract 1.

has been rezoned and reclassified from the present zoning classification of "RR" (Rural Residential District) to "B-2" (General Commercial District) and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on the N1/2 of Lot 1 and the N1/2 of the east 19 feet of Lot 2, Block 6, Becher Place Addition to the City of Columbus, Platte County, Nebraska (1770 25 Avenue) from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 1770 25th Ave

RECOMMENDATION:

I recommend approval of this rezoning from R-1 to R-3 with the condition that the only uses permitted are those listed under R-2 of Table 4-2 of the Land Development Ordinance. The Future Land Use map lists this area as mixed density and I believe this is a good use of the property. With R-3, zoning the maximum impervious coverage is increased from 50% in the R-1 district to 65% for R-3.

DISCUSSION:

We have received an application to rezone the property located at 1770 25th Ave from R-1 to R-3. If approved the only use types permitted would be the same as R-2. There is an existing duplex on the property and the reason for the request is to allow for an increase in impervious coverage for additional off street parking.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By:  _____

Approved By:  _____

RE-ZONING APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

1. Applicant's Name: JARA PROPERTIES, LLC
Applicant's Address: 4525 28th Street
Columbus, NE 68601
2. Property Owner: JARA PROPERTIES, LLC
Address of Property: 1770 25th Avenue
Columbus, NE 68601

Legal Description of Property:

The N½ of Lot 1 and the N½ of the East 19 feet of Lot 2, Block 6,
Becher Place Addition to the City of Columbus, Platte County,
Nebraska

Present Zoning Classification: R-1 (Single Family Residential)
Requested Zoning Classification: R-3 (Multiple Family Residential)

3. Set forth a description of the nature and operating characteristics of the proposed use:
Duplex
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See attached plat.

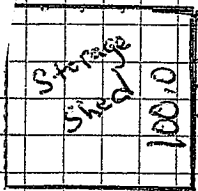
I, the undersigned, am the owner of the property described in this Application or the property owner's authorized agent.

Dated this 24th day of September, 2019.



Property Owner/Authorized Agent

West Lot Line



Concrete

Inside Sidewalks

556

Outside Sidewalk

658

First Floor

1262.0

1337.0

SHED

8x15 120.0

Deck

192.0

Buildings 1,557

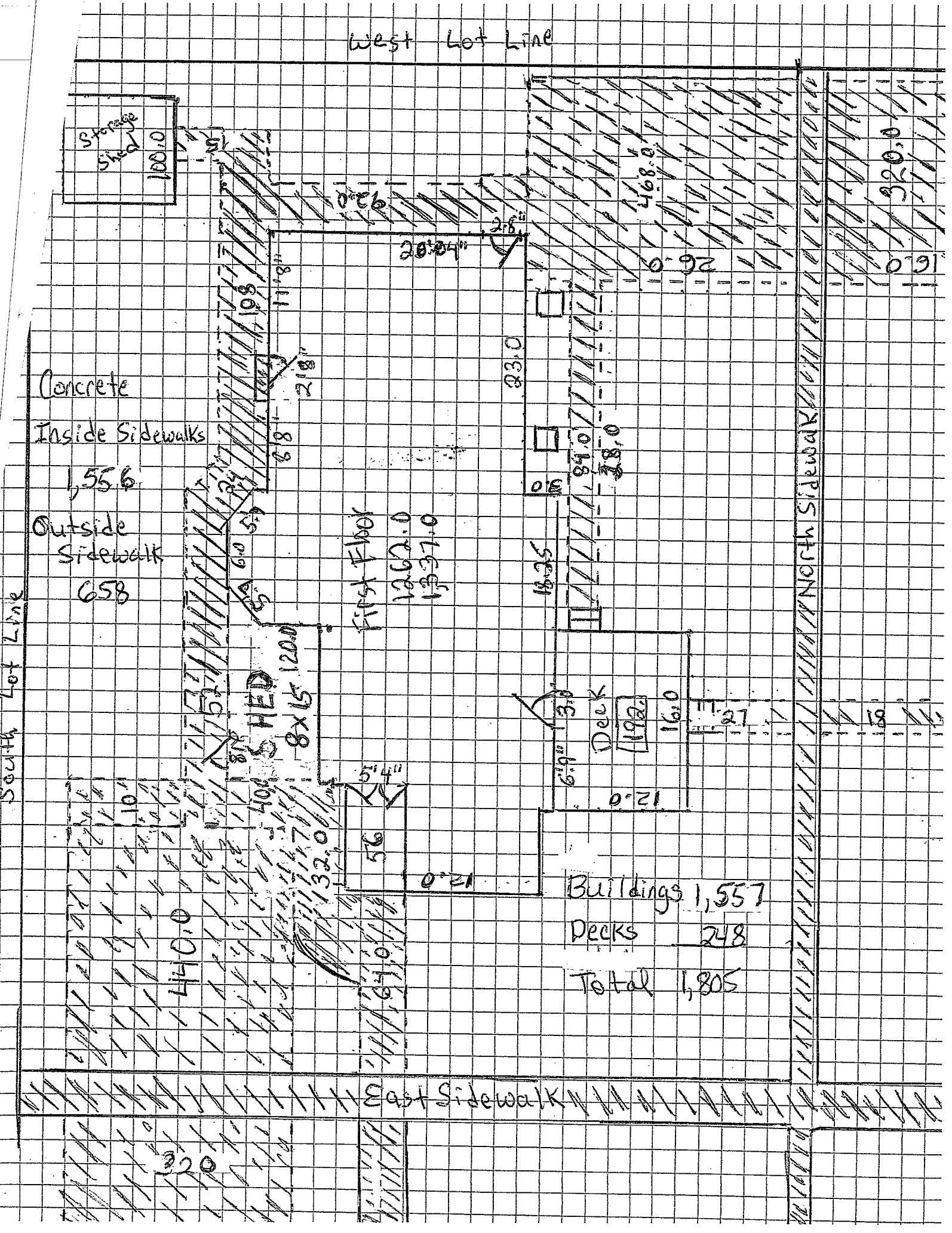
Decks 248

Total 1,805

East Sidewalk

North Sidewalk

South Lot Line



ORDINANCE NO. 19- 38

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: THE N1/2 OF LOT 1 AND THE N1/2 OF THE EAST 19 FEET OF LOT 2, BLOCK 6, BECHER PLACE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE FAMILY RESIDENTIAL DISTRICT); WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

The N1/2 of Lot 1 and the N1/2 of the East 19 feet of Lot 2, Block 6, Becher Place Addition to the City of Columbus, Platte County, Nebraska

from the present zoning classification of "R-1" (Single Family Residential District) to "R-3" (Multiple Family Residential District) and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning request should be granted and that the issuance of a change in zoning will be for the public good

and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

The N1/2 of Lot 1 and the N1/2 of the East 19 feet of Lot 2, Block 6, Becher Place Addition to the City of Columbus, Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-1" (Single Family Residential District) to "R-3" (Multiple Family Residential District) and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on the East 14' of Lot 1, and Lots 2-6 of Speicher Subdivision in the West half of the Northwest Quarter of Section 28, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska, (in the vicinity of 3 Avenue and 5 Street) from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning East 14' of Lot 1, and Lots 2-6 Speicher Sub. from R-2 to R-3

RECOMMENDATION:

I recommend approval of this rezoning and to amend the Future Land Use map accordingly because the applicant has agreed to the condition that the only uses permitted will be those listed under R-2 zoning.

DISCUSSION:

We have received an application to rezone the East 14' of Lot 1, and Lots 2-6 Speicher Sub. from R-2 to R-3. The applicant has agreed to limit the Uses to those listed under R-2 zoning. If approved the R-3 zoning would allow 50% building coverage and 65% maximum impervious coverage, R-2 zoning allows 35% building coverage and 55% maximum impervious coverage.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: 

Approved By: 

Rezoning Application

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

1. Applicant's Name: Loup Rentals, L.L.C. SEP 23 2019
- Applicant's Address: 2560 E. 29th Ave.
Columbus, Nebraska 68601 CITY CLERK
COLUMBUS, NEBR.
2. Property Owner: Loup Rentals, L.L.C.
- Address of Property: No Situs Address
Columbus, Nebraska 68601
- Legal Description of Property: East 14' of Lot 1, and Lots 2-6, of Speicher
Subdivision in the West Half of the
Northwest Quarter of Section 28, Township
17 North, Range 1 East of the 6th P.M.,
Platte County, Nebraska.
- Present Zoning Classification: R-2 (Urban-Family Residential)
- Requested Zoning Classification: R-3 (Multiple-Family Residential)

3. Set forth a description of the reason for the Re-zoning Application: Applicant intends to construct and develop improvements permitted under R-2 (Urban-Family Residential) zoning only, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

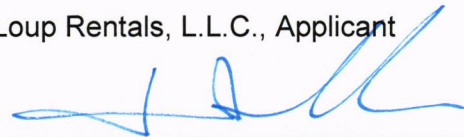
Set forth the nature and operating characteristics of the proposed use: The proposed use will consist of the construction and development of improvements permitted under R-2 (Urban-Family Residential) zoning only for sale and/or lease, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies: See attached.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated this 23rd day of September, 2019.

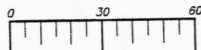
Loup Rentals, L.L.C., Applicant



By: Jason D. Mielak (NSBA #21049)
Authorized Agent/Attorney
Fehring & Mielak, LLP
3919 25th St., P.O. Box 400
Columbus, NE 68602-0400

N

1" = 30'

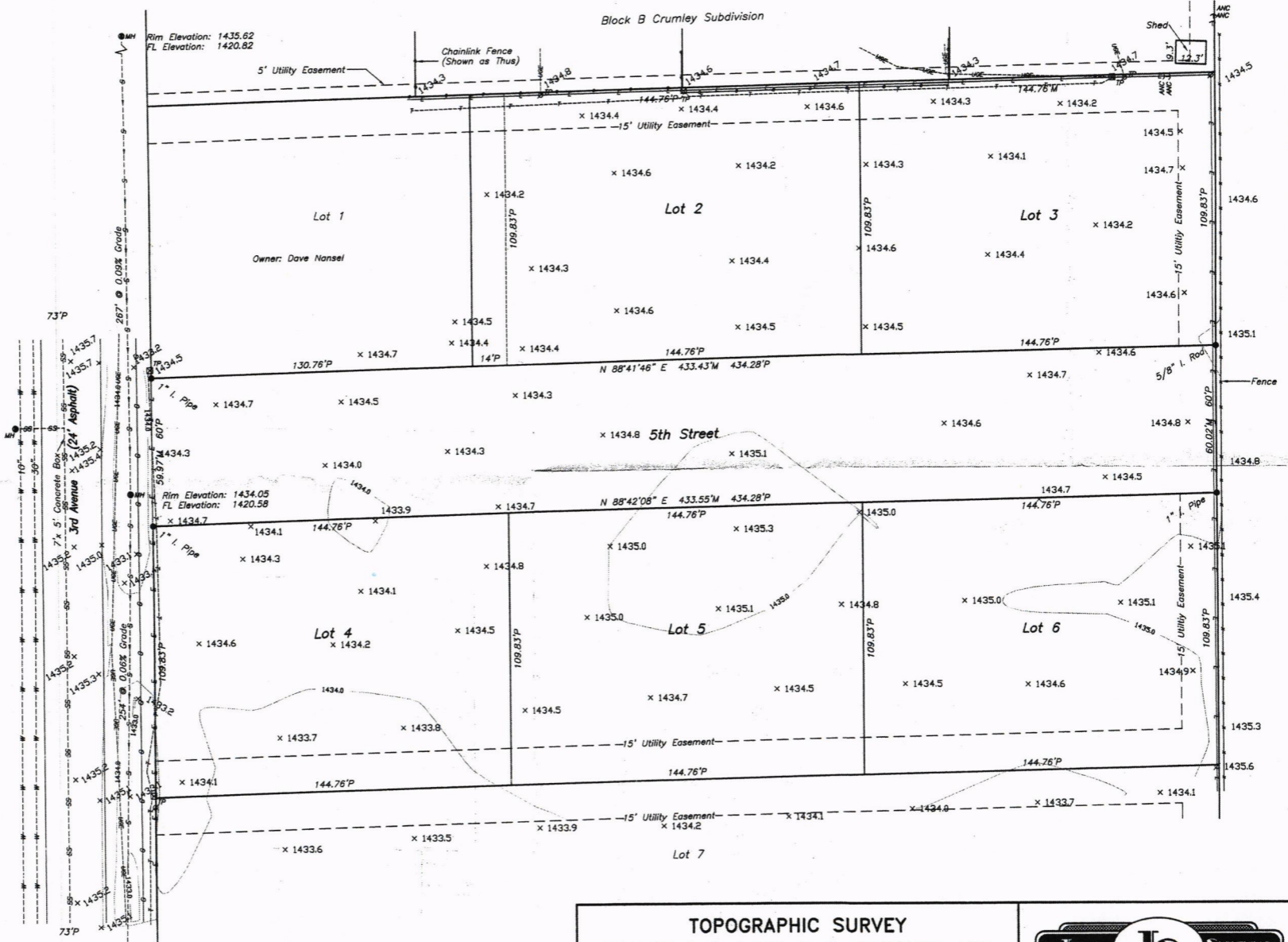


-LEGEND-

- Property Corner
- MH Man Hole
- ⊠ Telephone Pedestal
- ⊠ Power Pole
- ⊠ Transformer Pole
- ⊠ Anchor
- Overhead Power Line
- - - - - Underground Power Line
- - - - - Underground Telephone
- - - - - Underground Gas
- - - - - Sanitary Sewer
- - - - - Storm Sewer

Utilities:
 Call 800.642.8434 for the actual location of the utilities before digging.
 No Private Utilities were located unless otherwise shown.
 Water Sewer - City of Columbus (As Shown)
 Gas - Black Hills Energy (As Shown)
 Telephone - Frontier Communications (As Shown)
 Electric - Loup River Public Power District (As Shown)
 Cable TV - Time Warner Cable (Nothing Located on Project Area)

Notes:
 1) All elevations are referenced to NAVD 1988.
 2) All bearings are referenced to True North observed at the NE Corner, Section 36, T17N, R1W.

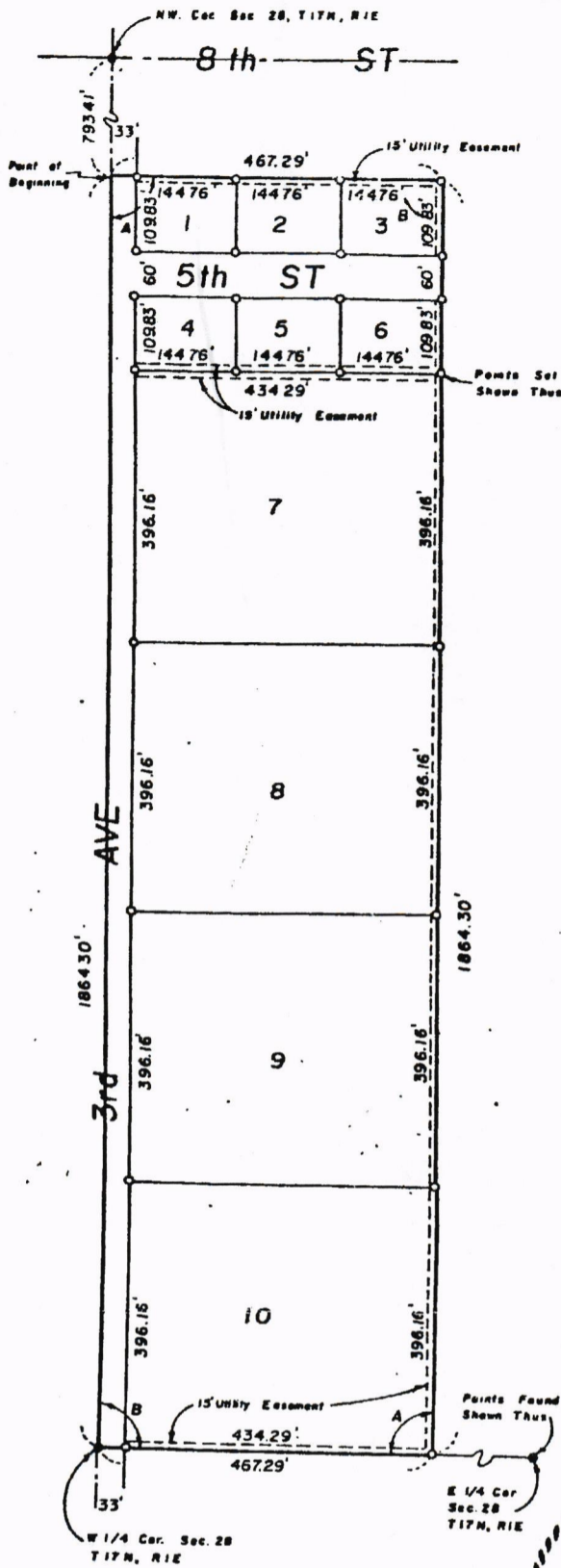


TOPOGRAPHIC SURVEY		
PT LOT 1 & LOTS 2-6 SPEICHER ADD		
COLUMBUS, NEBRASKA		
TAT	TA TREMEL	03/04/2019
DRAWN	SURVEYED	DATE

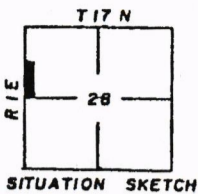
TREMEL TS SURVEYING
INCORPORATED

No. 1 Driftwood Drive - Columbus, NE 68601
 Phone (402) 563-4589 - Fax (402) 563-3922

Map 1



Angles:
 A = 90° 43' 15"
 B = 89° 16' 45"



Scale 1" = 200'
 R.C.B.

DESCRIPTION

A Tract of Land located in the NW 1/4 of Section 28, T17N, R1E, of the 6th P.M., Platte County, Nebr. described as follows:

Beginning at a point 793.41 feet South of the NW Corner and on the West line of said NW 1/4; thence Easterly at a deflection angle to the left of 90° 43' 15", with the West line of said NW 1/4, a distance of 467.29 feet, to a point; thence Southerly at a deflection angle to the right of 90° 43' 15", with the last described line, a distance of 1864.58 feet, to a point on the South line of said NW 1/4; thence Westerly at a deflection angle to the right of 89° 16' 45", with the last described line, a distance of 467.29 feet, to a point on the West line of said NW 1/4; thence Northerly at a deflection angle to the right of 90° 43' 15", with the last described line, along the West line of said NW 1/4, distance of 1864.58 feet, to the point of beginning, containing 20.00 acres, more or less.

SURVEYOR'S CERTIFICATE

STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss
 CITY OF COLUMBUS)

I, Bruce L. Gilmore, a competent surveyor of Platte County, Nebraska hereby certify that I have accurately surveyed SPEICHER SUBDIVISION to the City of Columbus, Nebraska, and that the above and foregoing is a true and correct survey thereof and that the lots, blocks, streets, avenues, easements, alleys and commons and others grounds are well and accurately staked off and marked and correctly designed and shown on the above and foregoing survey.

Dated this 4th day of November, 1974



Bruce L. Gilmore
 Bruce L. Gilmore, Nebr. L.S. No. 96

Original Filed in Plat Book 14, Page 57.

STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss
 CITY OF COLUMBUS)

The above plat approved by the City of Columbus, Nebraska, by resolution No. 4039 duly passed by the City Council on the 7th day of MAY, 1975.

Attest *[Signature]* City Clerk - Treasurer
 (CITY OF COLUMBUS, NEBRASKA SEAL)
[Signature] Mayor, City of Columbus, Nebraska

STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss

The above plat approved by School District Number 2R, Platte County, Nebraska.

Attest *[Signature]* Secretary
[Signature] President

STATE OF NEBRASKA)
 COUNTY OF PLATTE) ss

The above plat approved by the County Board of Supervisors of Platte County, Nebraska by resolution No. _____, duly passed on the 3 day of June, 1975.

Attest *[Signature]* County Clerk
[Signature] Chairman, County Board of Supervisors

STATE OF NEBRASKA)
 Platte County) S.S.
 Entered in Numerical Index and Filed for Record in the Recorder's Office of said County this 16th day of July 1975 at 9:30 o'clock A. M.
 Recorded in Book 159 of Deeds Page 157
[Signature]

ORDINANCE NO. 19- 39

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: EAST 14' OF LOT 1, AND LOTS 2-6, OF SPEICHER SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

East 14' of Lot 1, and Lots 2-6, of Speicher Subdivision in the West Half of the Northwest Quarter of Section 28, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning request should be

granted and that the issuance of a change in zoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

East 14' of Lot 1, and Lots 2-6, of Speicher Subdivision in the West Half of the Northwest Quarter of Section 28, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on Lot 2, Block 133, Original City of Columbus, Platte County, Nebraska, (1709 10 Street) from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 1709 10th Street from R-2 to R-3

RECOMMENDATION:

I recommend approval of this rezoning because the Future Land Use map includes this property as part of a mixed density district.

DISCUSSION:

We have received an application to rezone the property located at 1709 10th Street from R-2 to R-3 with the condition that the only Uses permitted are those listed under R-2 zoning of the Land Development Ordinance. If approved the maximum building coverage would be increased from 35% to 50% and the maximum impervious coverage would increase from 55% to 65%.

FISCAL IMPACT:


None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By:  _____

Approved By:  _____

Rezoning Application

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

SEP 23 2019

1. Applicant's Name: Loup Rentals, L.L.C.
- Applicant's Address: 2560 E. 29th Ave.
Columbus, Nebraska 68601
2. Property Owner: Loup Rentals, L.L.C.
- Address of Property: 1709 10th St.
Columbus, Nebraska 68601
- Legal Description of Property: Lot 2, Block 133, Original City of Columbus,
Platte County, Nebraska.
- Present Zoning Classification: R-2 (Urban-Family Residential)
- Requested Zoning Classification: R-3 (Multiple-Family Residential)

3. Set forth a description of the reason for the Re-zoning Application: Applicant intends to construct and develop improvements permitted under R-2 (Urban-Family Residential) zoning only, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

Set forth the nature and operating characteristics of the proposed use: The proposed use will consist of the construction and development of improvements permitted under R-2 (Urban-Family Residential) zoning only for sale and/or lease, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies: See attached.

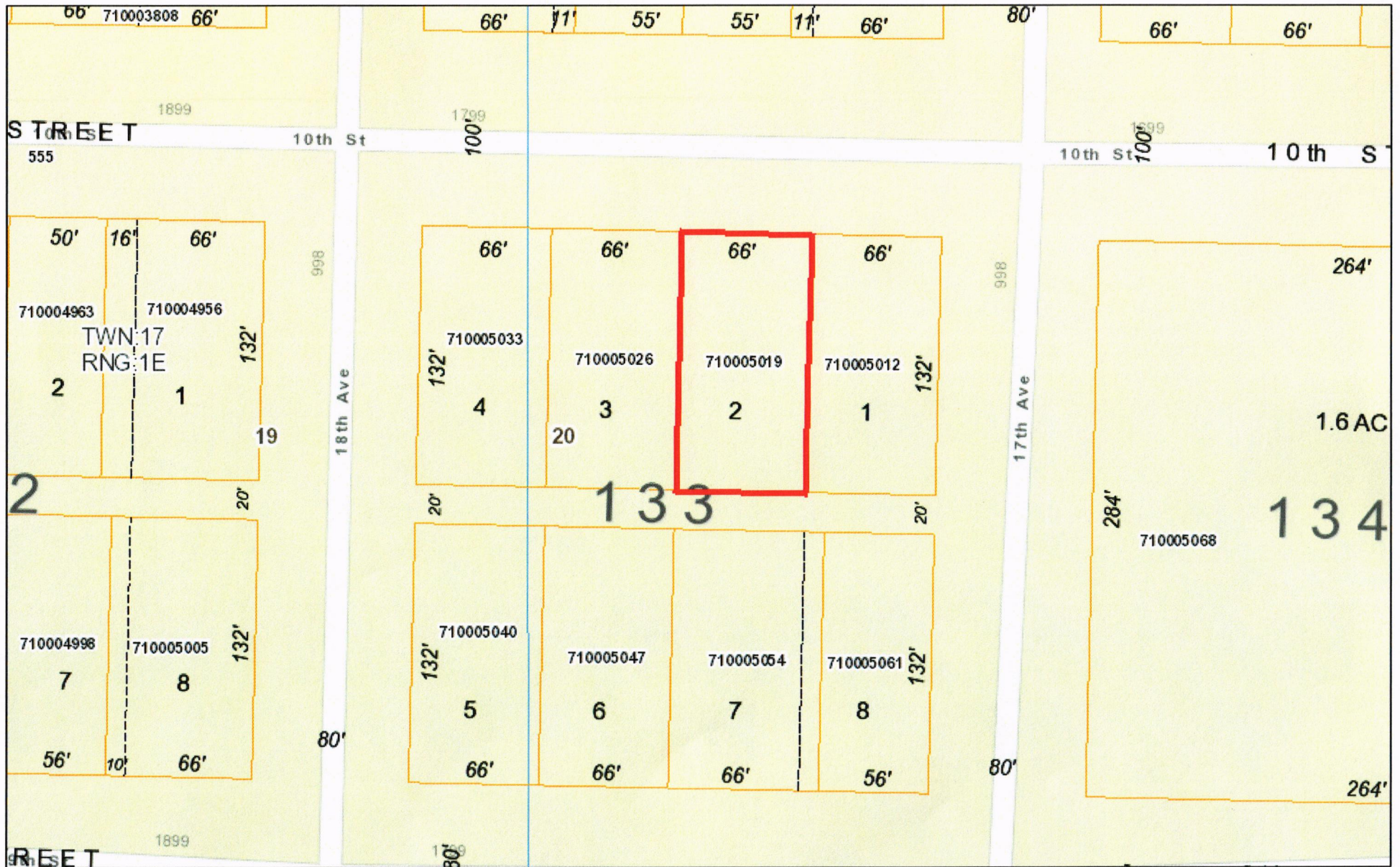
I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated this 23rd day of September, 2019.

Loup Rentals, L.L.C., Applicant



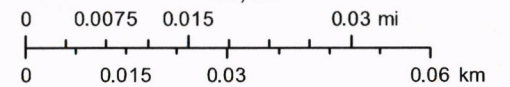
By: Jason D. Mielak (NSBA #21049)
Authorized Agent/Attorney
Fehring & Mielak, LLP
3919 25th St., P.O. Box 400
Columbus, NE 68602-0400



September 23, 2019 **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:1,128

- Lot Lines
- Sections
- Parcels
- Townships



ORDINANCE NO. 19- 40

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOT 2, BLOCK 133, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

Lot 2, Block 133, Original City of Columbus, Platte County, Nebraska

from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

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

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

Lot 2, Block 133, Original City of Columbus, Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on Lots 1-4, Block 213, Original City of Columbus, Platte County, Nebraska, together with the south 40' of vacated 5th Street and the north 10' of future vacated alley (in vicinity of 16 Avenue and vacated 5 Street) from "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said hearing, the City Council will consider amending the Future Land Use Map of the Comprehensive Plan to reflect the same change in zoning for said real estate and at said time and place you may appear and be heard.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA

By: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: October 9, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning Lots 1-4, Block 213, Original City together with the South 40' of vacated 5th Street, and the North 10' of Future Vacated alley.

RECOMMENDATION:

I recommend approval of this rezoning and to amend the Future Land Use map accordingly because the applicant has agreed to limit the uses to those listed under R-2 zoning.

DISCUSSION:

We have received an application to rezone the above property from R-2 to R-3 with the condition that the only uses allowed would be those listed under R-2 zoning.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By:  _____

Approved By:  _____

Rezoning Application

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

SEP 23 2019

**CITY CLERK
COLUMBUS, NEBR.**

1. Applicant's Name: Scotty's Properties, LLC
Applicant's Address: 2102 W. 38th St.
Kearney, NE 68845
2. Property Owner: Scotty's Properties, LLC
Address of Property: No Situs Address
Columbus, Nebraska 68601
Legal Description of Property: Lots 1-4, Block 213, Original City of
Columbus, Platte County, Nebraska,
together with the south 40' of vacated 5th
Street and the north 10' of future vacated
alley.
Present Zoning Classification: R-2 (Urban-Family Residential)
Requested Zoning Classification: R-3 (Multiple-Family Residential)

3. Set forth a description of the reason for the Re-zoning Application: Applicant intends to construct and develop improvements permitted under R-2 (Urban-Family Residential) zoning only, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

Set forth the nature and operating characteristics of the proposed use: The proposed use will consist of the construction and development of improvements permitted under R-2 (Urban-Family Residential) zoning only for sale and/or lease, but allow for 50% coverage allowance permitted by R-3 (Multiple-Family Residential).

4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies: See attached.

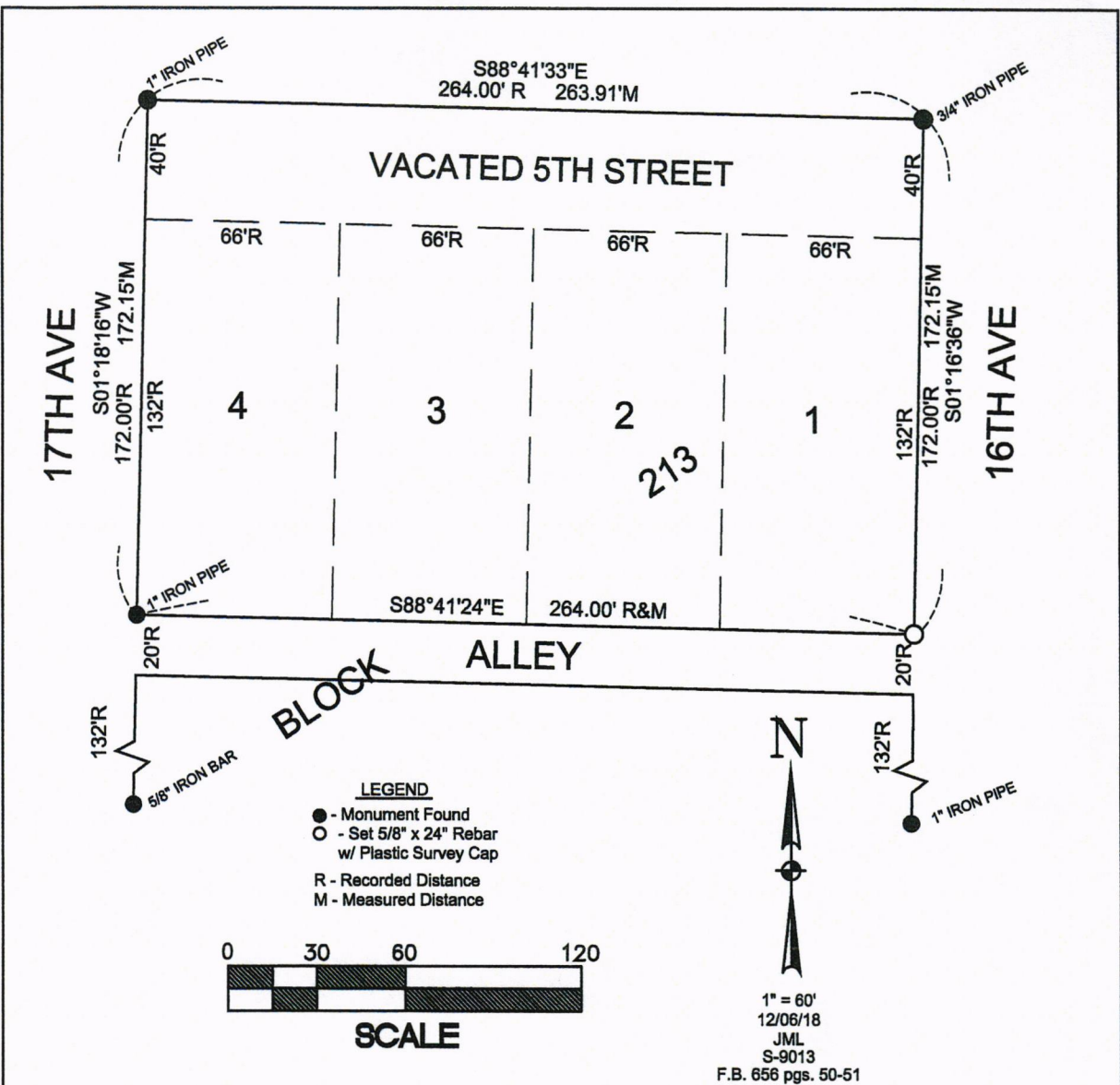
I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated this 23rd day of September, 2019.

Scotty's Properties, LLC, Applicant



By: Jason D. Mielak (NSBA #21049)
Authorized Agent/Attorney
Fehring & Mielak, LLP
3919 25th St., P.O. Box 400
Columbus, NE 68602-0400



This survey was prepared at the request of Bierman Contracting, Inc., Columbus, Nebraska.

LEGAL DESCRIPTION

Lots 1, 2, 3, and 4, Block 213, Original Town of Columbus, Platte County, Nebraska, together with the south half of vacated 5th Street abutting said lots.

SURVEYOR'S CERTIFICATE

I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this survey was made under my direction on December 6, 2018; that all dimensions are in feet and are correct to the best of my knowledge and belief.



Clyde R. Flowers, Jr.
 Clyde R. Flowers, Jr., Nebraska L.S. #357
 GILMORE & ASSOCIATES, INC.

ORDINANCE NO. 19- 41

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1-4, BLOCK 213, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, TOGETHER WITH THE SOUTH 40' OF VACATED 5TH STREET AND THE NORTH 10' OF FUTURE VACATED ALLEY, FROM THE PRESENT ZONING CLASSIFICATION OF "R-2" (URBAN-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT) WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE FUTURE LAND USE MAP AS WELL AS THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

Lots 1-4, Block 213, Original City of Columbus, Platte County, Nebraska, together with the south 40' of vacated 5th Street and the north 10' of future vacated alley,

from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and to amend the Future Land Use Map as well as the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning and reclassification as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning request should be

granted and that the issuance of a change in zoning will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

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

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

Lots 1-4, Block 213, Original City of Columbus, Platte County, Nebraska, together with the south 40' of vacated 5th Street and the north 10' of future vacated alley,

has been rezoned and reclassified from the present zoning classification of "R-2" (Urban-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and that the Future Land Use Map as well as the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning and reclassification.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

You are hereby notified that the City Council of the City of Columbus, Nebraska, has set Monday, October 21, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, as the time and place for a public hearing on the creation of a "Property Assessed Clean Energy (PACE) District" and at said time and place you may appear and be heard. This PACE District would be created pursuant to the requirements of Nebraska Revised Statutes § 13-3201 to 13-3211 (otherwise known as the "Property Assessed Clean Energy Act"). The purpose of a PACE District is to provide financing options in order to promote the installation and use of energy efficiency improvements and renewable energy systems.

Dated this 10 day of October, 2019.

CITY OF COLUMBUS, NEBRASKA
BY: Janelle Kline
City Clerk

Publish: 10:10:19
Two Affidavits of Publication

ORDINANCE NO. 19-35

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the City of Columbus desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners; and

WHEREAS, the City also desires to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and

WHEREAS, this Ordinance, upon execution, shall create a clean energy assessment district, which shall be known as the Columbus PACE District, as authorized by Nebraska Revised Statute Sections 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of Columbus and its extraterritorial jurisdiction.

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

Section 1. Findings and Determinations. That the City Council of the City of Columbus, Nebraska (the "City"), hereby finds and determines as follows:

Pursuant to NEB. REV. STAT. §§13-3201 to 13-3211, inclusive, the Property Assessed Clean Energy Act (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and NEB. REV. STAT. § 13-3204, the City of Columbus is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City and its extraterritorial jurisdiction. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, NEB.

REV. STAT. §§ 13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to NEB. REV. STAT. § 13-3210.

Pursuant to the Act and NEB. REV. STAT. § 13-3204(1) the governing body of the City of Columbus (i.e. the City Council and Mayor) shall be the governing body for any clean energy district created by the City.

The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Section 2. Title and Definitions. That this Ordinance shall be known and may be cited as "The City of Columbus Property Assessed Clean Energy (PACE) Ordinance." Except the words and phrases specifically defined below or in NEB. REV. STAT. § 13-3203, as amended, words and phrases used in this Ordinance shall have their customary meanings. As used in this Ordinance, the following words and phrases shall have the following meanings:

"District" means the Columbus Area PACE District (CAPD), created pursuant to this Ordinance, as authorized by NEB. REV. STAT. §§ 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City and its extraterritorial jurisdiction.

"District Administrator" means 1) the City Administrator of the City; 2) a designated representative of the City Administrator of the City; 3) another employee of the City designated by the City Administrator.

"PACE financing" means funds provided to the owner(s) of qualified property by third-party lender, pursuant to the Act and this Ordinance, for an energy efficiency improvement or renewable energy system(s).

"Qualifying Property" means commercial property, including multi-family residential property having more than four dwelling units, agricultural and industrial property located in the District.

Section 3. District Boundaries and Requirements Pursuant to NEB. REV. STAT. § 13-3204(3).

- A. The City finds that the financing of energy efficiency improvements/projects and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.
- B. The boundaries of the District shall be the corporate boundaries of the City and its extraterritorial jurisdiction, as allowed pursuant to NEB. REV. STAT. § 13-3204(1).
- C. The District Administrator shall use a form contract for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, containing terms as attached hereto as Exhibit "A," governing the terms and conditions of financing and annual assessments in accordance with the Act, including NEB. REV. STAT. § 13-3205(1), which provides for repayment of the

costs financed through annual assessments upon the qualifying property benefited by the energy project.

- D. The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- E. The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator as attached hereto as Exhibit "B" for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender. The application process and program eligibility requirements shall be, at a minimum, as follows:
 - i. Submission of an application as attached hereto as Exhibit "C" to the District Administrator, which shall include, but not be limited to, the following information:
 - a) Applicant name and contact information, including property owner and developer;
 - b) Project location and legal description;
 - c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
 - d) Project description;
 - e) Total project cost;
 - f) Description of proposed improvements;
 - g) Description of energy efficiency project to be financed;
 - h) Amount of requested assessment;
 - i) Interest rate on the PACE assessment and any required fees;
 - j) Term of assessment;
 - k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project;
 - l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
 - m) Title report showing any mortgage or lien holders;
 - n) Lender consent;

- o) Projected jobs created by PACE project;
 - p) Project environmental benefits;
 - q) Funding source;
 - r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.
- ii. The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the Mayor of the City. The appeal shall be mailed by certified mail or hand delivered to the Mayor within fourteen days after the denial. The Mayor will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the Mayor will make the final decision.
- iii. The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:
 - a) Delinquent ad valorem taxes;
 - b) Delinquent personal property taxes;
 - c) Delinquent special assessments;
 - d) Overdue or delinquent water or sewer charges;
 - e) Involuntary liens, including but not limited to construction liens;
 - f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
 - g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.
- iv. If the energy project is determined to be eligible under the terms of the Act and as required in this Ordinance, the District Administrator shall review the application and approve, request additional information, or deny the application at his/her sole discretion.
- v. Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract.

- F. Pursuant to NEB. REV. STAT. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act; and, direct collection, whereby a third-party lender remits assessment invoices to the borrower and the borrower remits payments to the third-party lender directly shall be permitted.
- G. The District shall establish procedures to determine the following in the future:
 - i. Provisions for an adequate debt service reserve fund created under Section 13-3209, if applicable;
 - ii. Provisions for an adequate loss reserve fund created under Section 13-3208, if applicable; and
 - iii. Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program.
- H. The term of the annual assessments shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.
- I. Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.
- J. Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in NEB. REV. STAT. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.
- K. In connection with providing PACE financing, the City will provide for marketing and participant education.
- L. The applicable third-party lenders shall obtain and provide to the City, verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.
- M. For energy projects involving residential property:
 - i. Any interest rate on assessment installments shall be a fixed rate; and
 - ii. The repayment period for assessments shall be set according to a fixed repayment schedule.

- N. For single-family residential property, the clean energy assessment district shall comply with the Property Assessed Clean Energy Act and with directives issued by the Federal Housing Administration and Federal Housing Finance Agency on or after January 1, 2016, relating to property assessed clean energy financing.

Section 4. Authorization for PACE Program. That, pursuant to NEB. REV. STAT. § 13-3204(1), the District shall be governed by the Columbus City Council.

- A. The District Administrator shall comply with the Act and the provisions of this Ordinance. Any administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- B. The District or City may also engage the services of a financing agency for the purposes of providing conduit bond financing for the District or City.
- C. The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

Section 5. Liability of City Officials; Liability of City. That notwithstanding any other provision of law to the contrary, officers and other officials of the City, the District, and the County in which the City is located shall not be personally liable to any person for any claims, of whatever kind or nature, under or related to the City's participation in the District's PACE Program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program.

Section 6. This Ordinance shall repeal all Ordinances or portions thereof and in conflict herewith.

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, and satisfaction of any conditions set forth in this Ordinance. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. §16-405 with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ASSESSMENT CONTRACT
REAL ESTATE COVENANT

THIS ASSESSMENT CONTRACT (hereinafter referred to as "Contract"), is made and entered into effective this ____ day of _____ 2019 (the "Effective Date") by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as "City"), as Governing Body for the _____ **COLUMBUS AREA PACE DISTRICT**, a Nebraska clean energy district (hereinafter referred to as "Energy District"), [**PACE LENDER**], a Nebraska limited liability company (hereinafter referred to as "Lender"), and [**Property Owner**], a Nebraska limited liability company (hereinafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner of certain real property located at [PACE Property Location], in the City of Columbus, Nebraska as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, City has adopted Ordinance No. 19-_____ (hereinafter referred to as the "Ordinance"), an ordinance to enable the City to create a clean energy assessment district pursuant to Nebraska Revised Statute Sections 13-3201 to 13-3211, inclusive, and known as the "Property Assessed Clean Energy Act," (hereinafter referred to as the "Act"); and

WHEREAS, the Property Owner has obtained the written consent of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined, and this Contract; and

WHEREAS, the Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. Sec. 13-3203(3) of the Act) at the Property, as described on Exhibit B attached hereto (the "Project"); and

WHEREAS, the Act provides that the energy efficiency improvements serve a public purpose in that (i) energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens, (ii) using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants, and by building the market for energy efficiency and renewable energy products, new jobs will be created for Nebraskans, and (iii) a public purpose will be served by providing municipalities with the authority to finance the installation of energy efficiency improvements and renewable energy systems through the creation of clean energy assessment districts; and

WHEREAS, the Lender has agreed to make a loan to the Property Owner in the amount of _____ No/100ths Dollars (\$_____.00) (the "Loan"), the proceeds of which will be used to fund the implementation of the Project; and

WHEREAS, the Act provides in part that "the obligations set forth in the assessment contract, including the obligation to pay assessments, are a covenant that shall run with the land and be obligations upon future owners of the qualifying property"; and

WHEREAS, the City has agreed to direct the Platte County Treasurer to levy PACE Assessments, collect or cause the collection of the PACE Assessments, record such PACE Assessments as a lien on the Property, as allowed by the Act, and authorize direct payments on such PACE Assessments to the Lender to be applied to pay down the Loan, all as more particularly set forth herein; and

WHEREAS, the City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between the Lender, the Property Owner and the City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lender, Property Owner and the City acknowledge and agree as follows:

1. Defined Terms. The words and phrases as specifically defined in Neb. Rev. Stat. Sec. 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

"City Parties" shall have the meaning set forth in Section 14 hereof.

"County Treasurer" means the office of the Platte County Treasurer.

"Installment" means the portion of the Loan Amount that is due on a particular date in a particular Tax Year as more fully described in Sections 2 and 5 hereof and shown on Exhibit C, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

"Lender Parties" shall have the meaning set forth in Section 15(a) hereof.

"Liabilities" shall have the meaning set forth in Section 14(a) hereof.

"Loan" shall have the meaning set forth in the Recitals above.

"Loan Agreement" shall mean the loan agreement entered into between the Property Owner and the Lender.

"Loan Amount" means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or fees or administrative expenses related to the Loan, including without limitation, the administrative fees set forth in Section 16 hereof and any and all other fees to be paid to County Treasurer, the Lender, or any other party by the Property Owner in connection with the Loan.

"Loan Documents" shall mean the loan documents with respect to the PACE Loan entered into between the Property Owner and the Lender.

"Note" shall have the meaning given such term in the Loan Agreement.

"PACE Assessment" means a given annual PACE Assessment levied as an Assessment pursuant to Section 13-3205(7) of the Act.

"PACE Assessments" means more than one PACE Assessment.

"Project" means the planning, design, and installation of the energy efficiency improvements on the Property.

"Register of Deeds" means the office of the Register of Deeds for Platte County.

"Tax Year" means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in semi-annual Installments on April 1 and August 1 of each Tax Year. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, _____, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. For each Tax Year during the term of this Contract, the Lender shall supply the Energy District with the amount of each Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as Exhibit D on or before December 31 of such Tax Year. Should the Lender fail to deliver a Lender Installment Certificate on or before December 31 of any Tax Year, the Installments shall be presumed to be the same as the Installments for the applicable Tax Year as shown on Exhibit C, with any surplus or shortfall to be addressed by adjusting the amount of a subsequent Installments.

3. Consent to PACE Assessments.

(a) By entering into the Contract, the Energy District hereby agrees to enforce the PACE Assessments and impose the Installments as PACE Assessments pursuant to the Act. Upon execution of this Contract, the Energy District will cause this Contract to be recorded against the Property in the office of the Register of Deeds.

(b) The Property Owner hereby agrees and acknowledges: (i) that the Property is subject to the PACE Assessments, and further consents to the levy of the Installments; (ii) that Property Owner shall cause to be paid the Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iii) that delinquent Installment(s) of the PACE Assessment can become a PACE lien under the Act.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Installments.

(a) During the term of this Contract, the PACE Assessments shall be paid directly to the Lender. The Property Owner and the Lender agree that the Lender may cause a payment to be made to the County Treasurer in addition to such Installments a fee in such amount as allowed by law (the "County Treasurer Fee").

(b) The aggregate amount of all PACE Assessments shall equal the cost of the energy project, interest, financing costs and fees described in the Loan Documents and this Contract, and all as permitted by the Act and as expressed in the Loan Amount, and any amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.

(c) The Property Owner hereby agrees to pay the PACE Assessment coming due on December 31 of each Tax Year in two equal installments, the first on or before May 1 and the second on or before September 1 of the year immediately following the date that the PACE Assessment came due. For clarity, and as an example, if a PACE Assessment comes due on December 31, 2020, the PACE Assessment payment for Tax Year 2020 shall be made as follows: (i) the first installment of one-half the PACE Assessment shall be due and payable on or before April 1, 2021, and delinquent on April 2, 2021, and (ii) the second instalment of one-half of the PACE Assessment shall be due and payable on or before August 1, 2021, and shall be considered delinquent on August 2, 2021.

(d) The Property Owner hereby agrees to pay the property tax bills and Installments for the Property during the term of this Contract in a timely fashion so as to avoid any default on, or delinquency in such payment.

(e) If the Property Owner fails to pay all or part of any Installment when due, or fees or costs under the Loan Documents and this Contract, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Installments and such fees and costs (which shall include, without limitation, any Prepayment Fee as defined in the Note) shall accrue in favor of the Lender as set forth in the Note, (ii) such default interest and fees and costs shall be added to the PACE Assessments and shall be included as part of the Installments due thereafter unless and until all such accrued and unpaid default interest and such fees and costs are paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of the Energy District as a result of the Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Installments shall continue to be levied as PACE Assessments notwithstanding Property Owner's failure to pay all or part of any past Installment, such that the County Treasurer shall continue to levy PACE Assessments, including default interest to be paid to the Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.

(f) The Property Owner hereby agrees and acknowledges that failure to pay any Installment of the PACE Assessments, or failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of the Lender on the amounts due, in addition to penalties and interest that may accrue in favor of the Energy District. In addition, the Energy District shall record a PACE lien

on the Property as a result of any failure to pay when due (i) any payment required by the Note and Loan Documents or (ii) any Installment of the PACE Assessments. Furthermore, the Property Owner hereby agrees not to seek a compromise of any delinquent Installment.

(g) Any PACE Assessment imposed on the Property that becomes delinquent, including any interest on the PACE Assessment and any penalty, shall constitute a PACE lien against the Property until the PACE Assessment, including any interest and penalty, is paid in full.

6. Loan Amount; Prepayment.

(a) Subject to the terms and conditions in the Loan Documents, the Lender agrees to disburse to the Property Owner the Loan Amount.

(b) The Property Owner may only prepay the Loan as set forth in the Loan Agreement and Note. In the event of any permitted prepayment, the Lender shall certify to the Property Owner and the Energy District the aggregate amount due on the Loan, including principal, interest, fees and any Prepayment Fee as described in the Note, within thirty (30) days of receipt of a written request for prepayment from the Property Owner. If any prepayment is made to the Energy District, the Energy District shall certify to the Property Owner and the Lender any and all amounts collected by the Energy District and not yet remitted to the Lender within fifteen (15) days of receipt of a written request for prepayment by the Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that the Energy District has received any funds from the Property Owner prior to the Property Owner's requested date of prepayment, but has not yet remitted the same to the Lender, the Energy District shall remit the same to the Lender on or before the date of the Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by the Property Owner or the Energy District will be applied to the Loan Amount, unless and until the Lender receives the full Loan Amount from the Energy District and the Property Owner. The Property Owner acknowledges that failure of the Energy District to remit any funds held by the Energy District on or prior to the Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.

(c) Without the prior written consent of the Lender, which consent may be given or withheld in the Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by the Lender. Notwithstanding the foregoing, the Property Owner shall not be deemed to have made a prepayment if the Property Owner decides to pay any Installment in full, as opposed to payment on an installment basis, for any given Tax Year, as applicable.

7. Collection of Installments: Payments to the Lender.

(a) The City shall follow reasonable and customary practices to cause the PACE Assessments to be levied, including assessing penalties and charging interest.

(b) All Installment payments shall be made directly to the Lender as the Lender shall direct.

(c) In the event of a failure of the Property Owner or its successors to pay any Installment of the PACE Assessments resulting in a PACE lien on the Property, the City agrees to exercise the remedies available to the City under the law, including referral of the matter to Platte County for collection and/or foreclosure pursuant to the statutes applicable to the collection and enforcement of assessments by the County Treasurer.

8. Limitation on Other Obligations Payable. The Energy District will not issue or incur any obligations payable from the proceeds of the PACE Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Assessments or the Installments, except for administrative fees as provided in this Contract, the Loan Agreement, or as allowed by the Act.

9. The Energy District Representations regarding Loan and Loan Documents. The Energy District hereby represents to the Lender and to the Property Owner that (i) it is and will be duly authorized under all applicable laws to execute this Contract, (ii) this Contract is and will be the valid and legally enforceable obligation of the Energy District, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally, and (iii) this Contract and the dollar amount and all other terms and conditions of the Loan as set forth herein, the Loan Agreement and the Note are in compliance with the provisions of the Act and the Ordinance. The Energy District shall at all times, to the extent permitted by law, defend, preserve and protect the PACE Assessments created by this Contract and all the rights of the Lender hereunder against all claims and demands of all other persons whomsoever.

10. Re-Levy of PACE Assessments. If the Energy District shall have omitted to cause the assessment or collection of any PACE Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then the Energy District shall take all necessary steps to cause new PACE Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Assessments otherwise to be levied or assessed against the Property. If any PACE Assessment shall become uncollectible or unenforceable for any reason, including without limitation foreclosure, judicial decree or operation of law, then the Energy District shall take all necessary steps to cause a new PACE Assessments (equal in amount to the invalid PACE Assessments plus interest and penalties, if any, thereon) ("Replacement Assessments"), to be assessed and levied against the Property and the remaining PACE Assessments due and payable under this Contract shall be adjusted to reflect such Replacement Assessments and levy and Exhibits C and D hereto shall be amended to reflect such Replacement Assessments and levy.

11. Covenant that Runs with the Land. The Property Owner agrees that the obligations set forth in this Contract, including the obligation to pay the Installments, the

PACE Assessments, each PACE Assessment itself, any Replacement Assessments, any PACE liens arising in connection with each PACE Assessment, and all charges and fees permitted under this Contract are collectively a covenant for the benefit of the City and the Lender that touches, concerns and shall run with the land that comprises the Property, and are obligations upon all future owners of the qualifying Property during the term of this Contract as set forth in Section 4. Upon the transfer of ownership of the Property, including, but not limited to, a sale pursuant to a foreclosure or a sale pursuant to the exercise of a power of sale under a deed of trust, the obligation to pay Installments and PACE Assessments shall run with the land comprising the Property.

12. Waiver of Strict Compliance on Lien Notices. The Property Owner waives, to the maximum extent permitted by law, compliance with the statutory notice requirements from the Lender to the City with regard to delinquencies under Section 13-3206 of the Act, or any amendment or replacement thereto, and agree that, with respect to any given delinquency where the notice provision has not been complied with, the Lender may redeclare the delinquency on a stated date to be determined by the Lender, give notice to the City as to such redeclared delinquency as provided by the Act which shall be treated for all purposes as if such redeclared delinquency was the initial delinquency, and the City shall thereafter file the lien provided for by the Act with respect to such PACE Assessment in the time period provided by the Act.

13. Prohibition Against Other Assessments. The Property Owner shall not, during the term of this Contract, enter into any other voluntary assessment contract with the City, or cause, suffer or permit any other voluntary assessment to be levied against the Property without the prior written consent of the Lender.

14. Waiver of Claims Against the City.

(a) For and in consideration of the City's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the City and any and all officials, agents, employees, attorneys and representatives of the City (collectively, the "City Parties"), and fully and irrevocably releases the City Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the City Parties and accruing from or related to (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the PACE Assessments and/or Installments, (iv) the imposition of the PACE lien of the PACE Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Project (collectively, the "Liabilities"). This

release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which the Property Owner does not suspect to exist which, if known by Property Owner, would materially affect the Property Owner's release of the City Parties. Notwithstanding the foregoing, the Property Owner's release under this section shall not extend to Liabilities arising from the City's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

15. Waiver of Claims Against the Lender.

(a) For and in consideration of the Lender's execution and delivery of this Contract, the Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under the Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of the Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that the Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above. This release includes claims, obligations, liabilities, causes of action and damages of which the Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by the Property Owner, would materially affect the Property Owner's release of the Lender Parties. Notwithstanding the foregoing, the Property Owner's release under this Section shall not extend to Liabilities arising from the Lender's intentional default, gross negligence or willful misconduct.

(b) The waivers and releases by the Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by the Property Owner and the termination of this Contract.

16. Administrative Fees.

(a) The Property Owner agrees to pay a one-time administration processing fee to the Energy District in the amount of ____% of the Project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and __/100 Dollars (\$_____). Such payment shall be included in the initial Installment.

(b) The Installments shall include an administrative fee to be collected by the Energy District in the amount of \$_____ per Tax Year as of January 1st of each Tax Year. This fee shall be included, on an annual basis, in the Installments to be set forth on Schedule of Installments attached hereto as Exhibit C.

17. Project Completion. Upon completion of the Project, Property Owner will submit to the Energy District and the Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to the Energy District the excess of the amount advanced over such actual cost of the Project and the Energy District shall remit the full amount thereof to the Lender.

18. Specific Acknowledgments of Property Owner. The Property Owner specifically attests and declares that:

(a) It has obtained an acknowledged and verified written contest and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated to the PACE lien established in Neb. Rev. Stat. 13-3206,

(b) There are no delinquent taxes, special assessment, water or sewer charges, or any other assessments levied on the property; that there are no involuntary liens on the property; and that the Property Owner is current on all debt secured by a mortgage or trust deed encumbering or otherwise securing the property.

(c) There are no delinquent annual assessments on the qualifying property which were imposed to pay for a different energy project under the Act.

(d) There are sufficient resources to complete the energy project and that the energy project creates an estimated economic benefit, including, but not limited to, energy and water cost savings, maintenance cost savings, and other property operating savings expected during the financing period, which is equal to or greater than the principal cost of the energy project.

19. Notices. Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Property Owner:

If to Lender:

with copy to:

If to the Energy District, to:

with copy to:

or to such other person or address as the Property Owner, City, Lender and the Energy District shall furnish to each other in writing.

20. Assignment or Sale by Lender. Property Owner and the Energy District agree that the Lender may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents), and Property Owner, the Energy District and the Lender acknowledge and agree that there are no limitations on the right of the Lender to assign its interests in the Loan.

21. Collateral Assignment of this Contract. The Energy District agrees that this Contract may be collaterally assigned by Property Owner to the Lender and its successors or assigns.

22. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

23. Compliance with Laws. The Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

24. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

25. Amendment. This Contract may be amended only by a writing signed by the Property Owner, the Lender and the Energy District.

26. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

27. Transferability. Property Owner, the Lender and the Energy District agree that the obligations of this Contract are covenants that shall run with the land and be binding on all future owners of the Property.

28. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total PACE Assessments between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

29. Non-Waiver. No waiver by Lender or Energy District of any default or breach of this Agreement or the shall operate as a waiver of any other default or of the same default on a future occasion.

30. Authorization. This Contract has been duly authorized by all necessary action by the Property Owner and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Property Owner, with any law, regulation, or court order that is applicable to the Property Owner in any way.

31. Modification of Contract. This Contract may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

[Signature Pages Follow]

LENDER:

[PACE LENDER], a Nebraska limited liability company

By _____
[address], [Lender Contact]

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by [Name], personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/she is the [Lender Contact] of [PACE Lender], a Nebraska limited liability company, for and on behalf of said [PACE Lender], and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

COLUMBUS AREA PACE DISTRICT, a
Nebraska clean energy district

By: _____
On behalf of the City of Columbus, Nebraska, as the
governing body of the Columbus Area PACE
District

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which he/she acted, executed the instrument. He/She is the authorized signatory of the Columbus Area PACE District, a Nebraska clean energy district, for and on behalf of said Columbus Area PACE District, and he/she acknowledged, signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Notary Public

EXHIBIT A

Legal Description of Property

[Insert legal description].

EXHIBIT B

Description of Project

[Narrative]

EXHIBIT C

SCHEDULE OF INSTALLMENTS

The above Installments are based on the following assumptions:

1. All interest payable shall be calculated on the basis of a 360-day year, but shall be charged for the actual number of days elapsed, that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding Principal Balance, multiplied by the actual number of days the Principal Balance is outstanding.
2. There is no Installment due April 1, 20___. The amount shown above for such date represents capitalized interest.
3. The Lender disburses all Loan proceeds to the Property Owner (as defined in the Loan Agreement) on _____, 20___. Interest accrues from the date of disbursement at the interest rate described above. The Property Owner acknowledges that an amount equal to all interest that shall accrue from the date of disbursement until the date of the anticipated receipt of the initial Installment by Lender (April 1, 20___), shall be disbursed to Lender at Closing.
4. After the initial Installment, the Energy District will adjust the PACE Assessments and the subsequent Installments, if necessary, to reflect the actual PACE Assessments due pursuant to the Assessment Contract, as certified to the Energy District by Lender.
5. The above Installments shall include the County Treasurer Fee.

EXHIBIT D

Lender's Form of Installment Certification

Property Owner:

Property Tax Key: _____

Interest Rate: ***PACE rate TE***

Date of PACE loan: ***PACE closing date DT***

Payment Date	Date of PACE Loan	Installment	Number of Installments Remaining	Outstanding Loan Amount as of date of Installment Certification
04/1/19				
08/1/19				
04/1/20				
08/1/20				
04/1/21				
08/1/21				
04/1/22				
08/1/22				
04/1/23				
08/1/23				
04/1/24				
08/1/24				
04/1/25				
08/1/25				
04/1/26				
08/1/26				
04/1/27				
08/1/27				
04/1/28				
08/1/28				

COLUMBUS PACE DISTRICT Program Manual

SUMMARY

Property Assessed Clean Energy, or PACE is a financing tool enabling development of clean energy projects and energy efficient buildings and operations. Nebraska State Law {Nebraska Revised Statute Sections 13-3203 and 13-3204(3)} allows for the creation of Clean Energy Districts and defines PACE-eligible projects. The City of Columbus Ordinance no. [XXXX] passed by the Columbus City Council on November 4th, 2019 created the Columbus Area PACE District (CAPD) and provides further requirements for implementation of a PACE program in Columbus. The City Ordinance also directs the District Administrator (or his/her designee) to create a program manual that describes the application process, eligibility and other relevant program guidance. This CAPD Program Manual was created to satisfy that requirement.

The State law and the City ordinance provide the minimum requirements for a PACE application and project, as well as the circumstances under which an application or project will not be eligible for PACE financing. This program manual provides guidance for the program and clarification on topics not specifically addressed by either the State Law or City ordinance.

The intent of this program is to incentivize the reduction of energy, water, and wastewater in our community as well as incentivize the use of renewable energy systems. The City of Columbus views PACE as a tool to encourage developers and property owners to go beyond the requirements of energy and building codes to achieve meaningful reductions in energy and water use, and to employ renewable energy systems.

Terminology

It should be noted that references to “energy project”, “energy efficiency” or “energy savings” throughout this document are intended to include projects, efficiencies and savings associated with energy, water, wastewater, storm water or other eligible renewable energy systems and utility projects or equipment under the CAPD program consistent with this section.

Boundaries of the CAPD

Currently, only qualifying projects located within the Columbus city limits and its extraterritorial jurisdiction (“ETJ”) are eligible for PACE financing. Other local government jurisdictions within the State of Nebraska may join the CAPD upon establishment of an inter-local agreement.

Eligible Property Types

Although State Law allows for commercial, industrial, residential, and agricultural projects to be eligible for PACE; at this time, the City ordinance and the CAPD program only allows for commercial (including multifamily residential property comprised of more than four dwelling units) agricultural and industrial PACE projects.

Eligible Project Types

Projects including new construction and the rehabilitation of existing buildings and operations are eligible for PACE financing in the CAPD. The types of project improvements eligible for PACE financing within the CAPD include, but are not limited to the following:

- (a) Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
- (b) Storm windows and doors; multi-glazed windows and doors; heat absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (c) Automated energy control systems;
- (d) Heating, ventilating, or air conditioning and distribution system modifications or replacements;
- (e) Caulking, weather-stripping, and air sealing;
- (f) Replacement or modification of lighting fixtures to reduce the energy use of the lighting system;
- (g) Energy recovery systems, including but not limited to, cogeneration and trigeneration systems;
- (h) Daylighting systems;
- (i) Installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity;
- (j) Facilities providing for water conservation or pollutant control;
- (k) Roofs designed to reduce energy consumption or support additional loads necessitated by other energy efficiency improvements;
- (l) Installation of energy-efficient fixtures, including, but not limited to, water heating systems, escalators, and elevators;
- (m) Energy efficiency related items (i.e. demolition/drywall replacement, etc. incident to efficiency equipment or material installation) so long as the cost of the energy efficiency related items financed does not exceed twenty-five percent of the total cost of the energy;
- (n) Waste recycling systems and support equipment;
- (o) Any other installation or modification of equipment, devices, or materials approved as a utility cost-saving measure by the municipality;
- (p) Renewable energy systems including but not limited to the following:
 - (i) Nonhazardous biomass;
 - (ii) Solar and solar thermal energy;
 - (iii) Wind energy;
 - (iv) Geothermal energy;
 - (v) Methane gas captured from a landfill or elsewhere; and
 - (vi) Photovoltaic systems;

(vii) Renewable energy system does not include an incinerator;

(viii) Renewable energy resource does not include petroleum, nuclear power, natural gas, coal, or hazardous biomass.

Timing and Eligibility

While applicants are encouraged to submit an application to the CAPD PACE program prior to or concurrently with the application for a building permit, the City will accept PACE applications for projects with an open building permit and/or not having received a final certificate of occupancy. PACE applications and instructions and building permit applications are available at www.columbusne.us.

Annual Assessment and Average Weighted Useful Life

Section 13-3203 (1) of the State law requires an “agreement to pay an annual assessment for a period not to exceed the weighted average useful life of the energy project.” The weighted average useful life includes only physical improvements to a property for which an average useful life may be calculated. Furthermore, the improvement must qualify as an energy efficiency improvement under Section 13-3203(3) of the Nebraska State law or other eligible improvement listed under “Eligible Project Types” (above).

Eligible Costs

Section 13-3205(1) of the State law states "the costs financed under the assessment contract may include the cost of materials and labor necessary for installation, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees incurred by the owner pursuant to the installation."

Savings to Investment Ratio (“SIR”)

Nebraska State Law requires the savings realized by an energy project to equal or exceed the principal cost of the energy project. Therefore, an SIR of 1.0 or greater is required for all energy projects unless a waiver is granted. The SIR is generally calculated by dividing the projected energy savings for the life of the improvements by the cost of the eligible energy efficiency improvements. When calculating the SIR, the SIR for individual discrete components of the project for which PACE funding is being requested must be provided. The City’s approval will be based on the total SIR for the entire project meeting an SIR of 1.0 or greater.

Applicants should include estimated operations and maintenance costs, and projected increases (escalations) in the cost of energy use, in the calculations.

The applicable City official will evaluate the methodology used to determine the energy savings calculations. Please include in the application an explanation of the methodology used to determine the SIR.

Applicants may request a waiver of the estimated economic benefit or SIR requirement and must submit a rationale for this request along with the application, if they choose to do so. The District Administrator may grant or deny the applicant’s request for a waiver.

Energy Projects and Building Codes

The City requires an energy project to meet all relevant energy and building codes. However, for new construction, only aspects of the energy project that exceed energy and building codes are eligible for PACE financing in the CAPD.

Costs associated with building to minimum requirements are eligible under the CAPD with the exception of new construction which is required to exceed such requirements as referenced above.

Verification of Completed Energy Project

Section 13-3204(m) of the Nebraska State Law requires the municipality to obtain verification that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended. To meet these criteria, City Inspectors must sign off on components of the project for which they have jurisdiction. Additionally, a professional engineer licensed in the State of Nebraska must provide a letter to the applicable City official stating the systems or improvements were properly installed and are operating as intended.

Funding Level and Fees

The CAPD fee structure is set by the Columbus City Council and located in the Columbus Fee Schedule.

Fees effective 11/19/2019 are the following:

Application Fee	Administrative Fee	Annual Fee
\$1,000.00	1% of loan not to exceed \$40,000.00	\$500.00

The application fee is collected at the time of application. This fee is not refundable.

An administrative fee is due upon approval of the PACE project.

The annual administrative fee will be collected throughout the life of the loan.

CAPD Application Instructions

The City's PACE application is included in this manual as Attachment 1 and is also located at the following web address: www.columbusne.us, along with other PACE-related resources.

Your completed applications should be submitted to:

Tara Vasicek
City Administrator
City of Columbus, NE
2424 14th Street
Columbus, NE 68602
Tara.vasicek@columbusne.us
402.564.4232

Applicants should, as best as they can, provide responses to questions within the application form, rather than relying on attachments. Attachments providing supporting data, drawings, and calculations are acceptable.

Provided below is clarification for specific sections of the application.

Project Details

Please describe the entire project, not just PACE components of the project. Please include drawings, maps, and photographs, when appropriate.

Financing Details

Applicants may add rows to the tables provided in this section.

A Professional Engineer licensed in Nebraska is required to determine the energy savings calculations.

Other Topics

Applying for both PACE and TIF

If the project requires both PACE and TIF funding, applicants should indicate as such on the application.

Who reviews the applications?

The District Administrator or the District Administrator's representative will review the applications. Please direct inquiries and submit your application to: tara.vasicek@columbusne.us

Who approves the applications?

The District Administrator approves or disapproves the applications or may request additional information from the applicant. The District Administrator will approve or disapprove the application based upon material submitted by the applicant. The District Administrator may consult with other city staff and the city attorney as part of the application review process.



2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677
TELEPHONE (402) 562-4233
FAX (402) 563-1380
EMAIL tara.vasicek@columbusne.us
WEBSITE www.columbusne.us

Name of Project: _____

Property Owner Information

Legal Name of Property Owner (Applicant): _____

Contact Person: _____

Tax ID Number (FEIN or SSN): _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Property Information

Address: _____ City: _____ State: _____ Zip: _____

Property Legal Description: _____

Property Type: _____ Tax Key Number (APN#): _____

Assessed Property Value: _____ Appraised Property Value: _____

Building Size: _____ Year Building Built: _____

Other PACE Projects

Does the property owner hold any other PACE loans and has the property owner previously applied for PACE? Yes No

If yes, please provide details:



Office Use Only

Rec'd By	Date Rec'd	PACE Application Fee (Due at Submission)	Administrative Fee (Due at Closing)

Approved Condition(s): _____

Disapproved Reason(s): _____

By: _____ Date: _____

Project Narrative: Briefly describe the overall project. *Submit separate sheets if necessary.*

Project Details: *Submit separate sheets if necessary*

Measure #	Description /Specification of Energy/Water/Waste Measure
#1	
#2	
#3	
#4	
#5	
#6	

Note: Energy, water and waste savings should be over term of financing period rather than useful life, unless useful life is less than the term.

Measure #	Construction Costs/Bids	Estimated Useful Life (yrs.)	Year #1 Energy, Water & Waste Savings	Year #1 Maintenance & Operational Savings	Over Term Energy, Water & Waste Savings (specify % growth/yr.)	Over Term Maintenance & Operational Savings (specify % growth/yr.)	Over Term Total Savings (Energy + Water + Waste +O&M)
#1							
#2							
#3							
#4							
#5							
#6							
Estimated total energy savings (in kBtu, kwh or therms)							
Estimated total water savings (gal.), and/or waste reduced/recycled (tons)							
On-site renewable capacity (In kW)							
Expected \$ amount of utility incentives, rebates, solar tax credits, other benefits <i>Please specify which</i>							
Name, credentials, contact info of agent determining energy & water savings data							

Total costs of improvements/measures	
Name of General Contractor firm Licensed in NE & bonded? Yes/No	
General contractor contact person Contact person phone Contact person email	
Optional: Energy Subcontractors (if any) <i>(after name, indicate if licensed and bonded)</i>	
Projected Jobs created by PACE Project and Project Environmental Benefits	

Mortgage Lien & Deed of Trust Holder Information: *Signed mortgage lien or deed of trust holder consent and subordination agreement required. (Attach additional pages if more than 1 mortgage or lien holder)*

Financial institution name	
Financial institution contact person	
Contact person phone & email	

Financing Details

PACE capital provider	
PACE consultant (if any)	
Proposed PACE term (<i>in years</i>)	
Proposed interest rate and any Fees	
Annual assessment amount	
LVPD administrative fee	
Financing closing date (est.)	

Approval Criteria

Please mark all that apply. *Note: property owner refers to the legal entity which owns the property.*

- Applicant owns the property where the project will be located.
- Proposed improvements will be affixed to the property.
- The property owner has sufficient resources to complete the project.
- There are no delinquent ad valorem taxes for this property.
- There are no delinquent personal property taxes for this property.
- There are no delinquent special assessments for this property.

- There are no overdue or delinquent water or sewer charges for this property.
- There are no involuntary liens, including but not limited to construction liens for this property.
- There are no notices of default pursuant to any mortgage or deed of trust related to this property.
- The property owner has not declared bankruptcy in the last 5 years.
- The property owner is solvent and has no significant pending legal action.
- There are no unresolved or pending violations or complaints of violations of the Columbus Municipal Code for this property.
- The property owner understands that the estimated economic benefit, including, but not limited to, energy cost savings, maintenance cost savings, and other property operating savings expected from the energy project during the financing period, is equal to or greater than the principal cost of the energy project.
- The property owner is duly organized, validly existing and in good standing in the state of its organization, with authority to do business under the laws of the State of Nebraska.
- All owners of the property are aware of and approve the project.
- The property owner has obtained an acknowledged and verified written consent and subordination agreement executed by each mortgage holder or trust deed beneficiary stating that the mortgagee or beneficiary consents to the imposition of the annual assessment and that the priority of the mortgage or trust deed is subordinated.
- The property owner possesses all legal authority necessary to execute all project documents.
- All required permits, consents, approvals and authorizations in connection with the project have been obtained or will be obtained.

If any of these criteria are not met, please attach an explanation.

Required Application Documents and Information

The following documents and information are needed at time of application submission to obtain approval for funding:

- Applicant name and contact information, including property owner and developer. *
- Project location and legal description.*
- Identification of contractor or supplier, including anticipated PACE contractor.*
- Submit a copy of the approved bid for the energy efficiency project (attach signed bid/estimate).
- Project description.*
- Total project cost.*
- Description of proposed improvements.*
- Description of energy efficiency project to be financed.*
- Amount of requested assessment.*
- Interest rate on the PACE assessment and any required fees.*
- Term of assessment.*
- Energy savings report indicating estimated energy savings and estimated cost savings for the energy project. *
- Whether the applicant is requesting a waiver of the estimated economic benefit requirement.
- Title report showing any mortgage or lien holders. (attach title report)
- Lender consent (*attach consent document*)
- Projected jobs created by PACE project.*
- Projected environmental benefits.*
- Energy analysis report (attach engineer's report identifying qualifying energy and water conservation measures, energy and water conservation cost savings, maintenance cost savings, and other property operating savings expected from the energy and water conservation project).
- If the property owner wishes to request a waiver of the estimated economic benefit requirement, please attach a brief explanation for the request.
- Funding source.*
- Assessment contract.
- Completed application or attachments with required information.

*** included on application form or as attachment.**

Submission Instructions

Submit this application and necessary documents to:

**Tara Vasicek
City Administrator
City of Columbus, NE
2424 14th Street
Columbus, NE 68601
tara.vasicek@columbusne.us
402.564.4232**

Property Owner Signature

To the best of my knowledge, the statements made above are complete, true and accurate. I hereby certify that I am authorized to submit this application and affix my signature below. I recognize that submission of this application does not guarantee approval for funding.

Signature

Title

Printed name

Date

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, October 21, 2019, at 7 P.M. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska 68601, to consider and possibly take action on a Redevelopment Plan entitled: "Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project)," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard Highway 81 North Commercial Area (a/k/a Redevelopment Area 2), approximately located between 30 Avenue and 34 Avenue from east to west, and 20 Street and 12 Street from north to south, in Columbus, Nebraska, as depicted on the map of the redevelopment area in the office of the City Clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224. Additionally, the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk.

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

Dated this 3 day of October, 2019.

City of Columbus, Nebraska
By: Janelle Kline

Publish: 10:03, 10:19
Two Affidavits of Publication



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: October 10, 2019
TO: Planning Commission
FROM: Tara Vasicek, City Administrator
RE: Redevelopment Plan for a portion of the Redevelopment Area 2. Family Resource Center (FRC) for a Housing Redevelopment.

RECOMMENDATION:

Approval of the Highway 81 North Commercial Redevelopment Area, FRC Housing, LLC, Redevelopment Project.

DISCUSSION:

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

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

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

**REDEVELOPMENT PLAN FOR
THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA
(FRC HOUSING, LLC, REDEVELOPMENT PROJECT)
COLUMBUS, NEBRASKA**

**PREPARED SEPTEMBER, 2019
FOR
THE COMMUNITY DEVELOPMENT
AGENCY OF
COLUMBUS, NEBRASKA**

I. INTRODUCTION.

The City of Columbus, Nebraska (the "City"), recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. 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, passed a resolution designating certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of section 18-2103 of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act"). One of the areas designated by the Council as blighted and substandard and in need of redevelopment is the area commonly referred to as "Redevelopment Area 2" a/k/a the "Highway 81 North Commercial Area" (referred to herein as the "Redevelopment Area").

This Redevelopment Plan submits the implementation of a redevelopment project in the Redevelopment Area utilizing the tax-increment financing ("TIF") resources available for demolition and other TIF-eligible costs, and to remove existing and avoid future blighted and substandard conditions, as further described in Section 5 of this Redevelopment Plan (the "Redevelopment Project"). The Redevelopment Project contemplates the redevelopment of a portion of the former Columbus Hospital building, located within the Redevelopment Area, into 34 apartments and common space.

The Redevelopment Project is located within a small portion of the Redevelopment Area. Accordingly, the City anticipates that it will amend this Redevelopment Plan to set forth additional redevelopment projects in the future.

II. REDEVELOPMENT AREA; 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 2," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is approximately located between 34th Avenue and 30th Avenue from east to west, and 20th Street and 12th Street from north to south. Exhibit "A" further sets forth a future use map (showing the Redevelopment Area and surrounding areas) included within the City's comprehensive plan. The map sets forth a B-2 (General Commercial) designation for future use of the Project Site (defined below).

III. PROJECT SITE.

Exhibit "B", 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 covers an area consisting of approximately 3.02 acres located between 18th Street and 19th Street and 32nd Avenue and 30th Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

IV. PROJECT SITE EXISTING CONDITIONS.

This section of the Redevelopment Plan examines the existing conditions within the designated Project Site. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Project Site covers an area consisting of approximately 3.02 acres located between 18th Street and 19th Street and 32nd Avenue and 30th Avenue. The Project Site contains the former Columbus Hospital building consisting of approximately 59,000 square feet. This use is shown on Exhibit "B".

B. Existing Zoning. The Project Site is zoned B-2 General Commercial. The proposed Redevelopment Project will result in the creation of low income multifamily senior housing allowed under the B-2 zoning designation.

C. Existing Public Improvements.

1. Street System. There is no internal street network or system constructed within the Project Site. The Project Site is bounded by 19th street on the North; 18th Street on the South; 32nd Avenue on the West; and 30th Avenue on the East.

2. Utilities. All required utilities are available at the Project Site and are extended to the building.

D. Existing Building Conditions/Blighting Influences. The City of Columbus in strict accordance with the Act has declared the area that includes the Redevelopment Area blighted and substandard and in need of redevelopment. Prior to making that declaration, the City received a Blight Study for the area which is incorporated herein by this reference. A copy of the Blight Study is available at the City of Columbus Clerk's Office.

V. REDEVELOPMENT PROJECT OVERVIEW; PROJECT SITE FUTURE CONDITIONS.

The former Columbus Hospital building is located within the Project Site. The building has been used as a community resource center for several years after the hospital vacated the building. The building is currently owned by the Columbus Community Foundation. Subject to obtaining all required financing, the facility will be the owned and redeveloped by FRC Housing, LLC ("Redeveloper"). The current tenants of the building are located on the first floor – all of which are non-profit organizations co-locating and operating as the Columbus Family Resource Center. The current economics of the building are not sustainable without utilization of the second and third floors. If the vacant floors are utilized, it will make the entire building's economics sustainable for the foreseeable future. Without adding usage of the second and third floors, the building is subject to deterioration. Although generally sound, the expense to repurpose the building is substantial. The Redevelopment Project seeks to repurpose the building to provide 34 apartments for low income seniors and retain the Family Resource Center

executive offices. The level of investment to finance the needed rehabilitation will require the combined efforts of the public and private sectors. Municipal leadership is essential as the catalyst for major private investment.

To encourage private investment in the Project Site, this Redevelopment Plan has been prepared to set forth the Redevelopment Project, which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Project Site within the blighted and substandard Redevelopment Area. In accordance therewith, this section of the Redevelopment Plan examines the future conditions within the Project Site subsequent to construction of the Redevelopment Project. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan
- I. Proposed Construction Schedule

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. The Redevelopment Project does contemplate demolition of the oldest portion of the former Columbus Hospital building. The Redevelopment Project will primarily provide for interior rehabilitation with a new south front entrance and building separation for upper level apartments for low income seniors. The existing land use for the Project Site is shown on Exhibit "B". The specific site plan, land uses, open space, buildings, parking lots, road network and infrastructure improvements will not change.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with the Act, this Redevelopment Plan and the Redevelopment Project have been designed to conform to the City's adopted Comprehensive Plan. Currently zoned as B-2, the Redevelopment Area will not require a change of zoning to allow the multifamily development.

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.
- Like the desire for more affordable housing options, 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.

The comprehensive plan specifically provides that "affordable, accessible, and well-located housing is central to the quality of life for people of all ages, but especially for adults aged 50 years and older." Redeveloper intends to construct approximately 34 low-income housing units for seniors to address this issue. As such, the Redevelopment Project is feasible and in conformity with the City's comprehensive plan, and as a whole conforms to the legislative declarations and determinations set forth in the Act.

C. Relationship to Local Objectives. The Redevelopment Plan and the Redevelopment Project have been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the former Columbus Hospital. The Redeveloper has received requests from local organizations to rehabilitate the hospital. The City has a significant housing shortage, especially with regard to affordable housing for seniors. The Redevelopment Project provides a positive solution to the housing shortage and rehabilitates an obsolete structure.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Project Site should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Project Site. The Redevelopment Project will result in the creation of 34 apartments on the two upper stories of the former hospital.

2. Land Coverage and Building Density. There is one existing building located within the Project Site. The oldest portion of the structure (approximately 3,252 square feet of land coverage) will be demolished. Remaining building coverage is approximately 56,500 square feet. The Redevelopment Project will provide a maximum floor area ratio in accordance with applicable zoning district regulations in the Project Site.

3. General Environment. The Redevelopment Project will provide for the redevelopment and rehabilitation of the second and third floors of the former hospital into low income apartments for seniors and refurbish the south entrance to the first floor for access to the residential units. In accordance with the comprehensive plan's objective to create accessible and safe senior housing, the Redevelopment Project will provide an environment that minimizes automobile-pedestrian conflicts. Redeveloper and the City will assure that lighting, signs, pedestrian ways, and communication devices in the area are oriented to the human scale.

4. Pedestrian ways and Open Spaces. The Redevelopment Project must provide for a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing currently comply with the B-2 zoning designation and will not change as a result of the Redevelopment Project.

6. Circulation, Access and Parking. The Redevelopment Project must provide for vehicular circulation through and access to the Project Site in a manner consistent with the needs of the development and the community. It must also provide for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations. Adequate parking is needed so the residential tenants do not generate parking problems for abutting commercial and residential streets.

7. Off-Street Loading, Service and Emergency Facilities. The Redevelopment Project must provide for consolidated off-street loading and service facilities to meet the needs of the proposed use.

E. Proposed Changes and Actions. The Project Site is anticipated to function as a dual use facility providing functional nonprofit space on the first floor and low income senior apartments on the upper two levels. Exhibit "C" sets forth the site plans for the proposed apartment layout. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement the Redevelopment Project.

1. Zoning, Building Codes and Ordinances. The entire Project Site is zoned B-2 General Commercial. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement the Redevelopment Project.

2. Traffic Flow, Street Layout and Street Grades. The streets adjacent to the Project Site are 30th and 32nd Avenues and 18th and 19th Streets. No improvements to the streets are anticipated.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Project Site, no public redevelopments, improvements, facilities, utilities and rehabilitations will be needed.

4. Site Preparation and Demolition. Demolition of the oldest portion of the former hospital will be required.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Project Site include necessary interior demolition and renovation to establish 34 apartments and common spaces.

6. Acquisition and Relocation. No relocation of businesses or individuals will be required as part of the Redevelopment Project.

7. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions

F. Cost-Benefit Analysis. A City of Columbus Redevelopment Project TIF Statutory Cost Benefit Analysis is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "D". The Cost-Benefit Analysis complies with the requirements of the Act in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements.

General estimates for the Redevelopment Project costs are broken down as follows:

Site Work/Demolition	\$ 576,130
Rehabilitation	\$ 4,615,298
Capitalized interest	\$ 18,416
<u>Legal Fees of City</u>	<u>\$ 15,000</u>
Total	\$ 5,224,844

Financing for the project is proposed to come from TIF in the principal amount of \$232,067, with the balance of funding to be provided from grants from the Nebraska Department of Economic Development/HUD and from the sales of federal tax credits under 26 USC §42. A more detailed cost breakdown of the Redevelopment Project will be set forth in the "redevelopment contract" (as defined in the Act).

The figures above are estimates. Final figures are subject to a specific site plan, design specifications and City requirements.

The public will fund as much of the above eligible private improvements as needed to the extent necessary to meet the public purpose and community goals, policies and standards. The City will not fund improvements that exceed the amount of funds available from TIF indebtedness that the Council may elect to issue pursuant to §18-2147 to 18-2151 of the Act, unless the redeveloper and/or City are able to secure and fund additional monies and such funds are identified in a written redevelopment agreement. The amount of the available proceeds for TIF is estimated to fluctuate over the course of the 15-year TIF period. Redeveloper anticipates that the Redevelopment Project assessed value will generate an initial assessed property valuation of \$584,000 over the estimated present property valuation base. However, over the

course of the 15-year TIF Period, Redeveloper, based upon extensive experience with similar projects, anticipates a property tax payment equal to \$700 per apartment, resulting in approximately \$23,596 in annual TIF revenues. The assessed valuation is proposed to be qualified for a rent restricted valuation pursuant to §77-1333 *Neb. Rev. Stat.*

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision by the governing body, as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the "redevelopment project valuation" (as defined in the Act) 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; and

b. That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, 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, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies.

Because the Redevelopment Project anticipates the use of TIF as authorized in §18-2147 of the Act, the City Council finds as follows:

a. the Redevelopment Project in the plan would not be economically feasible without the use of TIF;

i. this finding is documented as the Redevelopment Project is funded primarily by restricted funding sources from the federal and state government. The approved budget for the Redevelopment Project restrict funds from being used for demolition. No revenue will be derived from operation to fund the demolition required by the Redevelopment Project.

b. the Redevelopment Project would not occur in the Project Site without the use of TIF; and

c. the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City of Columbus desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

I. Proposed Construction Schedule. Redeveloper intends to commence construction in Fall of 2019 and complete construction during the second half of 2020. Redeveloper's construction timeline is subject to change.

EXHIBIT "A"
REDEVELOPMENT AREA

Depiction:

COLUMBUS NE
AREA #2

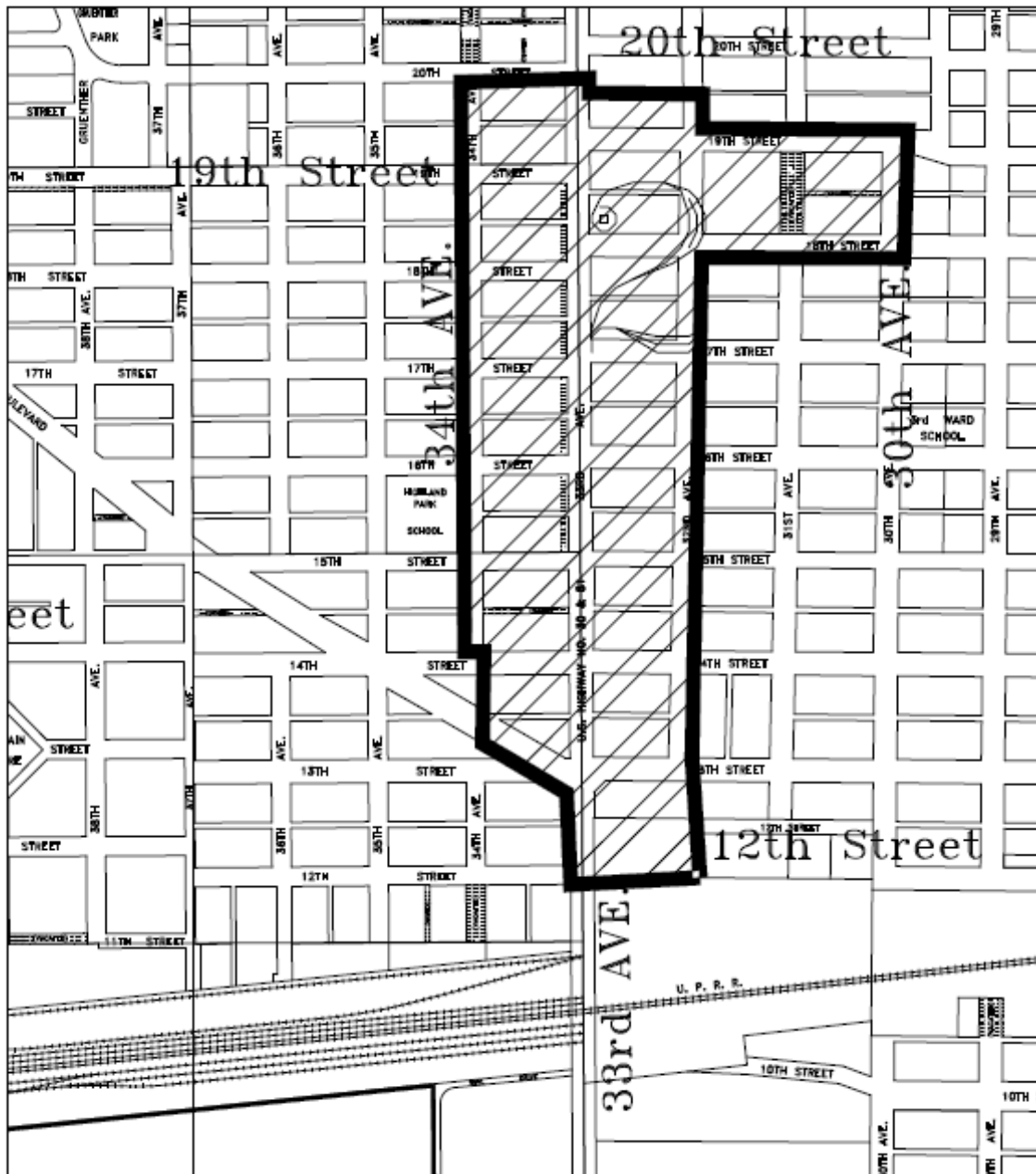


Exhibit "A"

Existing Condition:

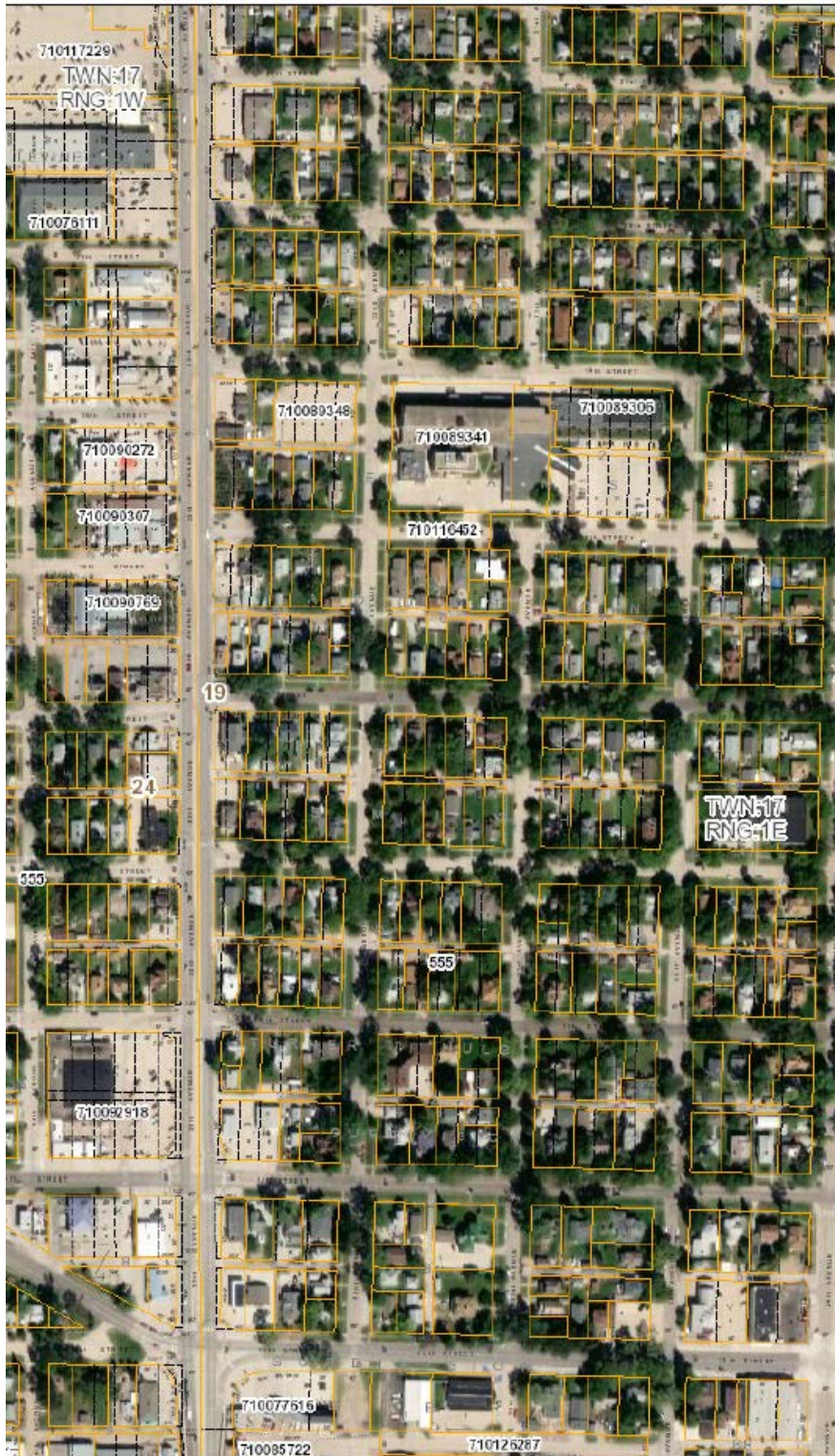
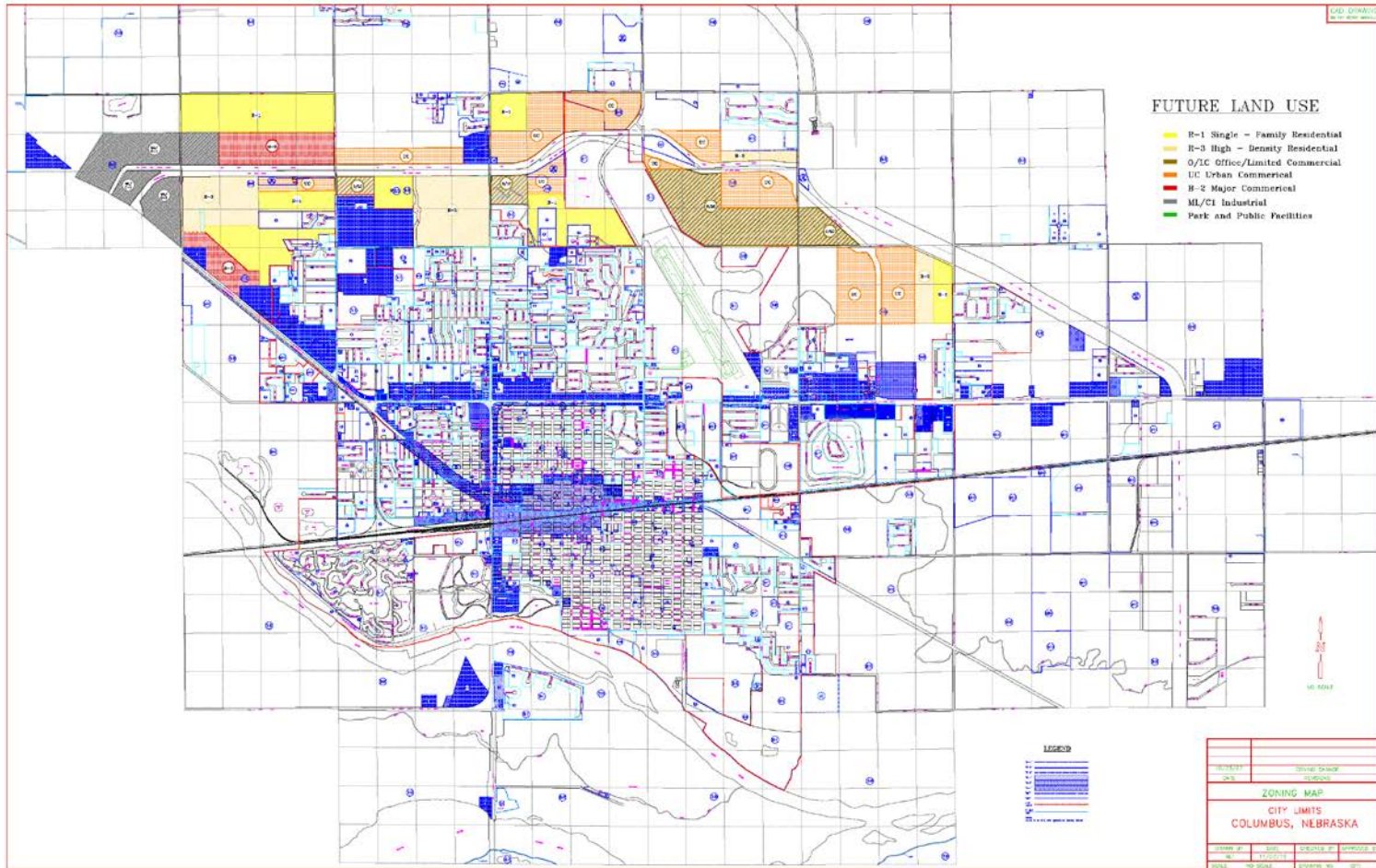


Exhibit "A"

Future Use Map:



* A legible version of the above Future Land Use Map is available at the office of the City Clerk.

Exhibit "A"

EXHIBIT "B"
PROJECT SITE

Legal Description:

Building:

All of Block 3, Evans Addition to Columbus, Platte County, Nebraska

Vacated 31st Avenue from the south Right-of-Way line of 19th Street and to the North Right-of-Way line of 18th Street in Columbus, Platte County, Nebraska

Part of Lot 6 and all of Lots 7 and 8 in Block 2, Evans Addition to Columbus, Platte County, Nebraska

AND

Parking Areas:

All of Lots 9, 10, 11 and 12 in Block 2, Evans Addition to Columbus, Platte County, Nebraska

Lots 1, 2, 3 and 4 in Block 4, Evans Addition to Columbus, Platte County, Nebraska (PARKING

Lot 7 and the West 25 feet of Lot 8, Block 11, EvanLawn Addition to Columbus, Platte County, Nebraska

TOGETHER WITH

All public rights-of-way contiguous thereto.

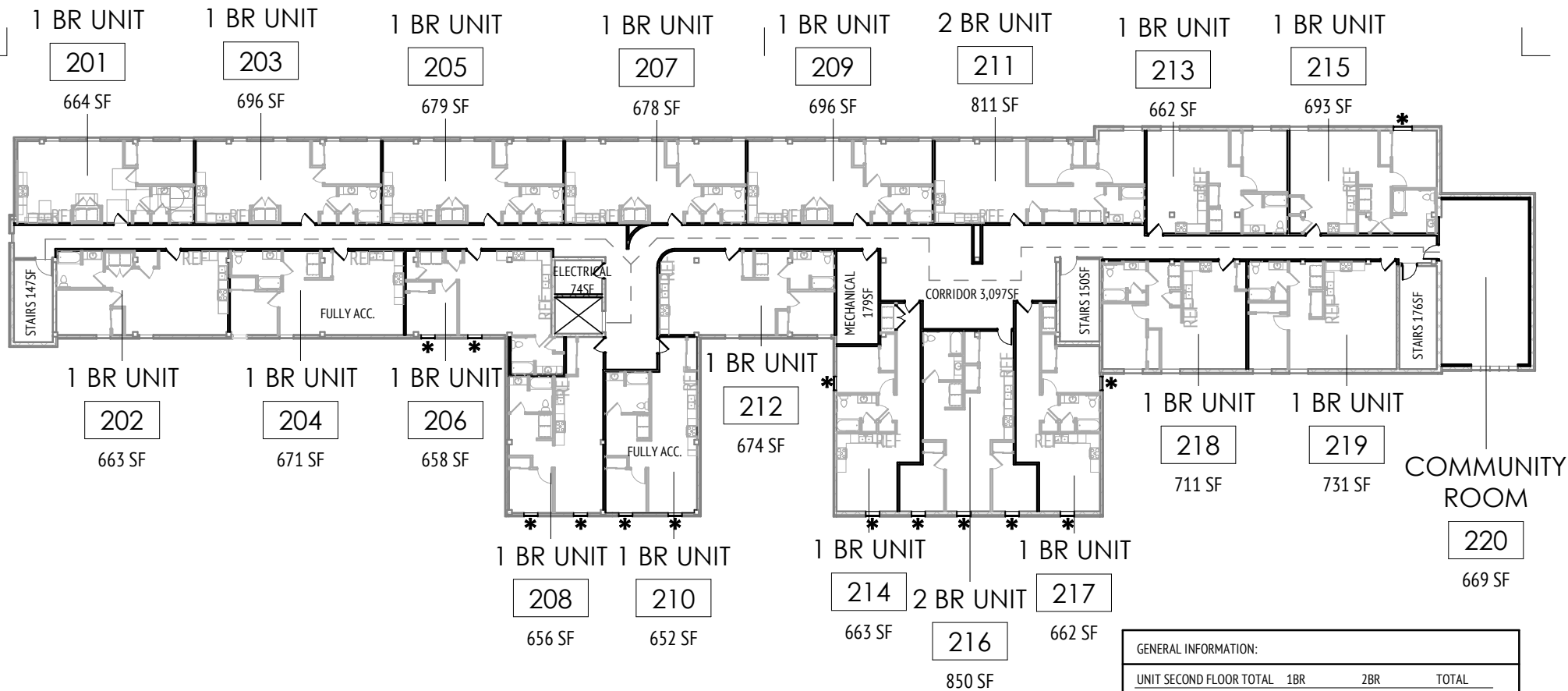
Existing Condition:



Exhibit "B"

EXHIBIT "C"
SITE PLANS

[See attached]



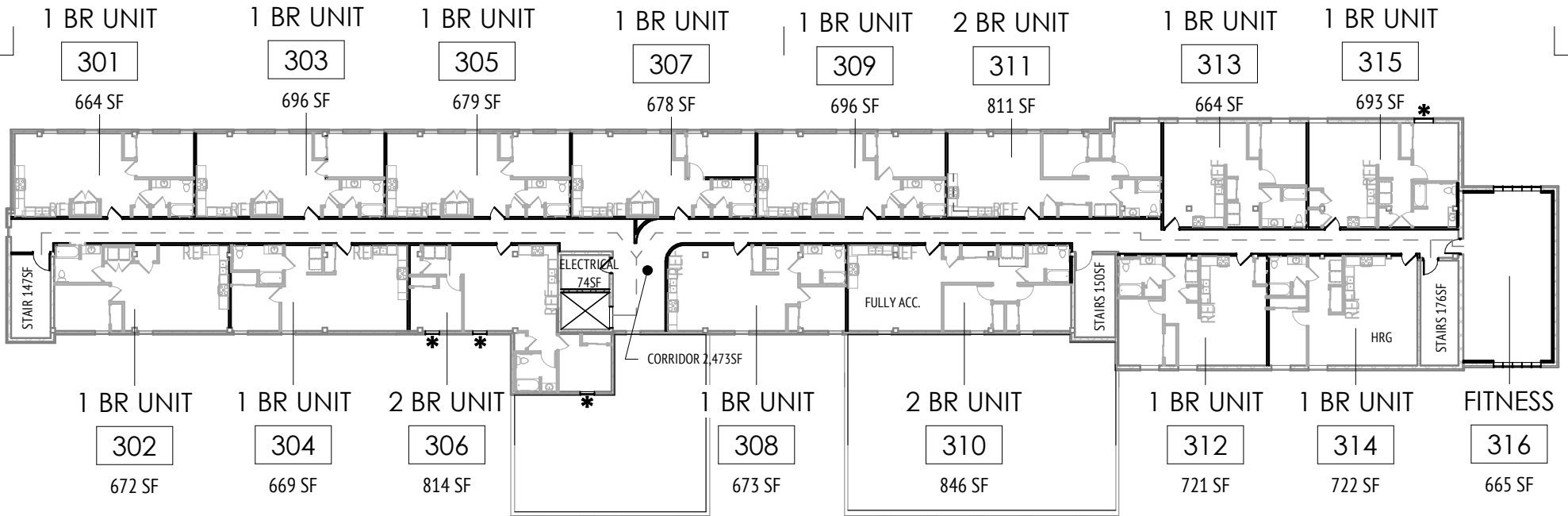
1 SECOND FLOOR
SCALE: 1/32" = 1'-0"

GENERAL INFORMATION:

UNIT SECOND FLOOR TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	0	1
TYPE B - HRG/V	0	0	0
TYPE B	16	2	18
TOTAL	17	2	19

UNIT MIX TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	1	2
TYPE B - HRG/V	1	0	1
TYPE B	27	4	32
TOTAL	29	5	34

--- ACCESSIBLE PATH
 30 SURFACE PARKING STALLS (2 ACC STALLS)
 * NEW WINDOWS IN NEW OPENINGS. ALL OTHER WINDOWS ARE NEW IN EXISTING OPENINGS



1

THIRD FLOOR

SCALE: 1/32" = 1'-0"

GENERAL INFORMATION:

UNIT THIRD FLOOR TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	0	1	1
TYPE B - HRG/V	1	0	1
TYPE B	11	2	13
TOTAL	12	3	15

UNIT MIX TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	1	2
TYPE B - HRG/V	1	0	1
TYPE B	27	4	32
TOTAL	29	5	34

--- ACCESSIBLE PATH
 * 30 SURFACE PARKING STALLS (2 ACC STALLS)
 NEW WINDOW IN NEW OPENING. ALL OTHER WINDOWS ARE NEW IN EXISTING OPENINGS

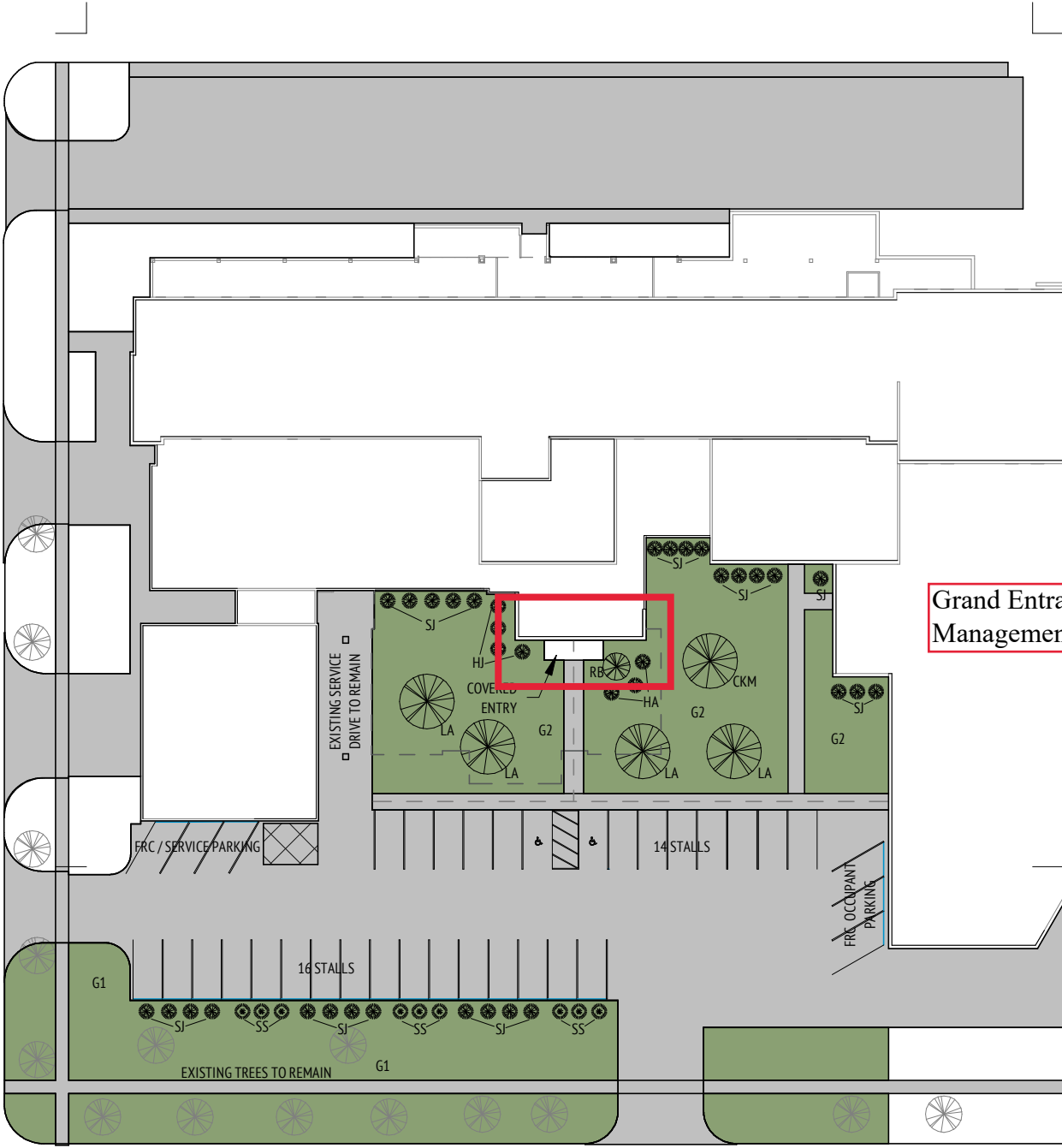
ARCHITECTS SCHIPPER KASTNER 3716 Ingersoll Ave., Ste. A, Des Moines, IA 50312 office: 515.277.6707 ARCHITECTURE INTERIORS PLANNING

PROJECT 18023
 100D

ISSUE DATE:
 10.30.2018

FRC HOUSING
 MESNER DEVELOPMENT CO
 COLUMBUS, NE

ASK
 STUDIO
 COPYRIGHT 2018
 ASK STUDIO



Grand Entrance & Management Office

ISSUE DATE:
10.30.2018

100A
PROJECT 18023

1

SITE PLAN

SCALE: 1" = 50'-0"

GENERAL INFORMATION:

- 34 DWELLING UNITS
 - 38,353 TOTAL GROSS SF FOR FRC HOUSING
 - 30 SURFACE PARKING STALLS (2 ACC STALLS)
- ACCESSIBLE UNITS LOCATED THROUGHOUT AND ARE ACCESSIBLE ON ALL FLOORS BY ELEVATOR - REFER TO BUILDING PLANS

--- ACCESSIBLE ROUTE

LANDSCAPING INFORMATION:

- SS STAGHORN SUMAC OR SIM
- KM CRIMSON KING MAPLE OR SIM
- RB RED BUD OR SIM
- SJ SKYROCKET JUNIPER OR SIM
- HA HYDRANGA ANNABELLE OR SIM
- HJ GROUND HUGGING JUNIPER OR SIM
- LA LINDEN AMERICAN

- G1 SEEDED
- G2 SOD / SPRINKLER

COLORED AREAS INDICATES EXTERIOR ARE FOR FRC RESIDENTS

EXHIBIT "D"
STATUTORY COST BENEFIT ANALYSIS
(FRC HOUSING, LLC, REDEVELOPMENT PROJECT)

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.*, the City of Columbus has analyzed the costs and benefits of the proposed FRC Housing, LLC, Redevelopment Project, including:

Project Sources and Uses. Approximately \$232,067 (principal) in public funds from TIF provided by the City will be required to complete the project. This investment by the City will leverage \$4,992,777 in outside investment resulting in an outside/private investment of \$21.51 for every city dollar investment.

Use of Funds.

<u>Description</u>	<u>Total Cost</u>	<u>Redeveloper</u>	<u>TIF</u>	<u>Total Sources</u>
Demolition	\$ 576,130	\$ 356,130	\$ 220,000	\$ 576,130
Capitalized interest	\$ 18,416	\$ 18,416		\$ 18,416
Legal fees	\$ 15,000	\$ 2,933	\$ 12,067	\$ 15,000
Rehabilitation*	\$4,615,298	\$4,615,298		\$4,615,298
Total				\$5,224,844

* The redevelopment contract will provide a comprehensive breakdown of the Redevelopment Project costs.

Tax Revenue. The property is currently tax exempt. On approval of the Redevelopment Plan, it is anticipated that the Platte County Treasurer will establish a base valuation estimated at \$10,000. Based on the 2018 levy of 1.92369 this would result in a real property tax of less than \$200. Due to the nature of the redevelopment as a rent restricted apartment complex, the amount of the available proceeds for TIF is estimated to fluctuate over the course of the 15-year TIF period. Redeveloper anticipates that the Redevelopment Project assessed value will generate an initial assessed property valuation of \$584,000 over the estimated present property valuation base. However, over the course of the 15-year TIF Period, Redeveloper, based upon extensive experience with similar projects, anticipates a property tax payment equal to \$700 per apartment, resulting in approximately \$23,596 in annual TIF revenues. Due to the complex calculation of assessed valuation based on income and the annual variation in income and tax levies, Redeveloper will make a payment in lieu of taxes ("PILOT") in order to insure the TIF indebtedness will be amortized. The PILOT will be calculated annually to provide funds, which when added to TIF will equal \$21,879. The tax increment gained from the Project Site would not be available for use as city general tax revenues, but would be used for eligible public and private improvements to enable the Redevelopment Project to be realized.

Initial Increment value	\$ 584,000
Initial TIF generated	\$ 11,128
Initial PILOT	\$ 10,751
Final Incremental value	\$ 1,226,600
TIF bond issue	\$ 232,067 at 4.49% interest

* The above figures are estimates and subject to change.

Public Infrastructure and Community Public Service Needs. The Redevelopment Project is currently served by the City's sanitary sewer and potable water. No street improvements are required as a part of the Redevelopment Project. It is not anticipated that the Redevelopment Project will have an adverse impact on public infrastructure and/or community public service needs.

Employment Within the Project Site. Employment within the Project Site is not expected to increase as a result of the Redevelopment Project. Temporary construction employment will increase during the rehabilitation. The construction period is expected to exceed 7 months. It is not anticipated that the Redevelopment Project will have an adverse impact on employers or employees locating within the Project Site.

Employment in the City Outside the Project Site. The latest available labor statistics show that Platte County has a 2.8% unemployment rate. The Redevelopment Project will not significantly impact employment in the City outside of the Project Site. It is not anticipated that the Redevelopment Project will have an adverse impact on employers or employees located outside of the Project Site.

Impact on Student Population. The Redevelopment Project will serve older tenants with no school age children. Therefore, no student population impact is expected.

Other Impacts. The Redevelopment Project will generate a modest sales tax increase during construction. Additionally, it will provide minor relief to the city's severe senior and affordable housing shortage.

RESOLUTION NO. R19- 157

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "REDEVELOPMENT PLAN FOR THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA (FRC HOUSING, LLC, REDEVELOPMENT PROJECT)".

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

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

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

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 2 (the "Highway 81 North Commercial Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the Highway 81 North Commercial Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the Highway 81 North Commercial Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the Highway 81 North Commercial Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the Highway 81 North Commercial Redevelopment Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on October 14, 2019; and

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

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

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

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

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

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

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment

consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment area, as designated in the Redevelopment Plan which method of financing is the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan, which are currently expected to be displaced from such area.

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

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael Saville

SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Plan

(See attached)

**REDEVELOPMENT PLAN FOR
THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA
(FRC HOUSING, LLC, REDEVELOPMENT PROJECT)
COLUMBUS, NEBRASKA**

**PREPARED SEPTEMBER, 2019
FOR
THE COMMUNITY DEVELOPMENT
AGENCY OF
COLUMBUS, NEBRASKA**

I. INTRODUCTION.

The City of Columbus, Nebraska (the "City"), recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. 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, passed a resolution designating certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of section 18-2103 of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act"). One of the areas designated by the Council as blighted and substandard and in need of redevelopment is the area commonly referred to as "Redevelopment Area 2" a/k/a the "Highway 81 North Commercial Area" (referred to herein as the "Redevelopment Area").

This Redevelopment Plan submits the implementation of a redevelopment project in the Redevelopment Area utilizing the tax-increment financing ("TIF") resources available for demolition and other TIF-eligible costs, and to remove existing and avoid future blighted and substandard conditions, as further described in Section 5 of this Redevelopment Plan (the "Redevelopment Project"). The Redevelopment Project contemplates the redevelopment of a portion of the former Columbus Hospital building, located within the Redevelopment Area, into 34 apartments and common space.

The Redevelopment Project is located within a small portion of the Redevelopment Area. Accordingly, the City anticipates that it will amend this Redevelopment Plan to set forth additional redevelopment projects in the future.

II. REDEVELOPMENT AREA; 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 2," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is approximately located between 34th Avenue and 30th Avenue from east to west, and 20th Street and 12th Street from north to south. Exhibit "A" further sets forth a future use map (showing the Redevelopment Area and surrounding areas) included within the City's comprehensive plan. The map sets forth a B-2 (General Commercial) designation for future use of the Project Site (defined below).

III. PROJECT SITE.

Exhibit "B", 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 covers an area consisting of approximately 3.02 acres located between 18th Street and 19th Street and 32nd Avenue and 30nd Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

IV. PROJECT SITE EXISTING CONDITIONS.

This section of the Redevelopment Plan examines the existing conditions within the designated Project Site. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Project Site covers an area consisting of approximately 3.02 acres located between 18th Street and 19th Street and 32nd Avenue and 30th Avenue. The Project Site contains the former Columbus Hospital building consisting of approximately 59,000 square feet. This use is shown on Exhibit "B".

B. Existing Zoning. The Project Site is zoned B-2 General Commercial. The proposed Redevelopment Project will result in the creation of low income multifamily senior housing allowed under the B-2 zoning designation.

C. Existing Public Improvements.

1. Street System. There is no internal street network or system constructed within the Project Site. The Project Site is bounded by 19th street on the North; 18th Street on the South; 32nd Avenue on the West; and 30th Avenue on the East.

2. Utilities. All required utilities are available at the Project Site and are extended to the building.

D. Existing Building Conditions/Blighting Influences. The City of Columbus in strict accordance with the Act has declared the area that includes the Redevelopment Area blighted and substandard and in need of redevelopment. Prior to making that declaration, the City received a Blight Study for the area which is incorporated herein by this reference. A copy of the Blight Study is available at the City of Columbus Clerk's Office.

V. REDEVELOPMENT PROJECT OVERVIEW; PROJECT SITE FUTURE CONDITIONS.

The former Columbus Hospital building is located within the Project Site. The building has been used as a community resource center for several years after the hospital vacated the building. The building is currently owned by the Columbus Community Foundation. Subject to obtaining all required financing, the facility will be the owned and redeveloped by FRC Housing, LLC ("Redeveloper"). The current tenants of the building are located on the first floor – all of which are non-profit organizations co-locating and operating as the Columbus Family Resource Center. The current economics of the building are not sustainable without utilization of the second and third floors. If the vacant floors are utilized, it will make the entire building's economics sustainable for the foreseeable future. Without adding usage of the second and third floors, the building is subject to deterioration. Although generally sound, the expense to repurpose the building is substantial. The Redevelopment Project seeks to repurpose the building to provide 34 apartments for low income seniors and retain the Family Resource Center

executive offices. The level of investment to finance the needed rehabilitation will require the combined efforts of the public and private sectors. Municipal leadership is essential as the catalyst for major private investment.

To encourage private investment in the Project Site, this Redevelopment Plan has been prepared to set forth the Redevelopment Project, which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Project Site within the blighted and substandard Redevelopment Area. In accordance therewith, this section of the Redevelopment Plan examines the future conditions within the Project Site subsequent to construction of the Redevelopment Project. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan
- I. Proposed Construction Schedule

A. Proposed Land Use Plan. No changes are contemplated in the current Land Use Plan for the area. The Redevelopment Project does contemplate demolition of the oldest portion of the former Columbus Hospital building. The Redevelopment Project will primarily provide for interior rehabilitation with a new south front entrance and building separation for upper level apartments for low income seniors. The existing land use for the Project Site is shown on Exhibit "B". The specific site plan, land uses, open space, buildings, parking lots, road network and infrastructure improvements will not change.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with the Act, this Redevelopment Plan and the Redevelopment Project have been designed to conform to the City's adopted Comprehensive Plan. Currently zoned as B-2, the Redevelopment Area will not require a change of zoning to allow the multifamily development.

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.
- Like the desire for more affordable housing options, 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.

The comprehensive plan specifically provides that "affordable, accessible, and well-located housing is central to the quality of life for people of all ages, but especially for adults aged 50 years and older." Redeveloper intends to construct approximately 34 low-income housing units for seniors to address this issue. As such, the Redevelopment Project is feasible and in conformity with the City's comprehensive plan, and as a whole conforms to the legislative declarations and determinations set forth in the Act.

C. Relationship to Local Objectives. The Redevelopment Plan and the Redevelopment Project have been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the former Columbus Hospital. The Redeveloper has received requests from local organizations to rehabilitate the hospital. The City has a significant housing shortage, especially with regard to affordable housing for seniors. The Redevelopment Project provides a positive solution to the housing shortage and rehabilitates an obsolete structure.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Project Site should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Project Site. The Redevelopment Project will result in the creation of 34 apartments on the two upper stories of the former hospital.

2. Land Coverage and Building Density. There is one existing building located within the Project Site. The oldest portion of the structure (approximately 3,252 square feet of land coverage) will be demolished. Remaining building coverage is approximately 56,500 square feet. The Redevelopment Project will provide a maximum floor area ratio in accordance with applicable zoning district regulations in the Project Site.

3. General Environment. The Redevelopment Project will provide for the redevelopment and rehabilitation of the second and third floors of the former hospital into low income apartments for seniors and refurbish the south entrance to the first floor for access to the residential units. In accordance with the comprehensive plan's objective to create accessible and safe senior housing, the Redevelopment Project will provide an environment that minimizes automobile-pedestrian conflicts. Redeveloper and the City will assure that lighting, signs, pedestrian ways, and communication devices in the area are oriented to the human scale.

4. Pedestrian ways and Open Spaces. The Redevelopment Project must provide for a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing currently comply with the B-2 zoning designation and will not change as a result of the Redevelopment Project.

6. Circulation, Access and Parking. The Redevelopment Project must provide for vehicular circulation through and access to the Project Site in a manner consistent with the needs of the development and the community. It must also provide for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations. Adequate parking is needed so the residential tenants do not generate parking problems for abutting commercial and residential streets.

7. Off-Street Loading, Service and Emergency Facilities. The Redevelopment Project must provide for consolidated off-street loading and service facilities to meet the needs of the proposed use.

E. Proposed Changes and Actions. The Project Site is anticipated to function as a dual use facility providing functional nonprofit space on the first floor and low income senior apartments on the upper two levels. Exhibit "C" sets forth the site plans for the proposed apartment layout. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement the Redevelopment Project.

1. Zoning, Building Codes and Ordinances. The entire Project Site is zoned B-2 General Commercial. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement the Redevelopment Project.

2. Traffic Flow, Street Layout and Street Grades. The streets adjacent to the Project Site are 30th and 32nd Avenues and 18th and 19th Streets. No improvements to the streets are anticipated.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Project Site, no public redevelopments, improvements, facilities, utilities and rehabilitations will be needed.

4. Site Preparation and Demolition. Demolition of the oldest portion of the former hospital will be required.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Project Site include necessary interior demolition and renovation to establish 34 apartments and common spaces.

6. Acquisition and Relocation. No relocation of businesses or individuals will be required as part of the Redevelopment Project.

7. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions

F. Cost-Benefit Analysis. A City of Columbus Redevelopment Project TIF Statutory Cost Benefit Analysis is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "D". The Cost-Benefit Analysis complies with the requirements of the Act in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements.

General estimates for the Redevelopment Project costs are broken down as follows:

Site Work/Demolition	\$ 576,130
Rehabilitation	\$ 4,615,298
Capitalized interest	\$ 18,416
<u>Legal Fees of City</u>	<u>\$ 15,000</u>
Total	\$ 5,224,844

Financing for the project is proposed to come from TIF in the principal amount of \$232,067, with the balance of funding to be provided from grants from the Nebraska Department of Economic Development/HUD and from the sales of federal tax credits under 26 USC §42. A more detailed cost breakdown of the Redevelopment Project will be set forth in the "redevelopment contract" (as defined in the Act).

The figures above are estimates. Final figures are subject to a specific site plan, design specifications and City requirements.

The public will fund as much of the above eligible private improvements as needed to the extent necessary to meet the public purpose and community goals, policies and standards. The City will not fund improvements that exceed the amount of funds available from TIF indebtedness that the Council may elect to issue pursuant to §18-2147 to 18-2151 of the Act, unless the redeveloper and/or City are able to secure and fund additional monies and such funds are identified in a written redevelopment agreement. The amount of the available proceeds for TIF is estimated to fluctuate over the course of the 15-year TIF period. Redeveloper anticipates that the Redevelopment Project assessed value will generate an initial assessed property valuation of \$584,000 over the estimated present property valuation base. However, over the

course of the 15-year TIF Period, Redeveloper, based upon extensive experience with similar projects, anticipates a property tax payment equal to \$700 per apartment, resulting in approximately \$23,596 in annual TIF revenues. The assessed valuation is proposed to be qualified for a rent restricted valuation pursuant to §77-1333 *Neb. Rev. Stat.*

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision by the governing body, as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the "redevelopment project valuation" (as defined in the Act) 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; and

b. That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, 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, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a redevelopment project shall be paid into the funds of the respective public bodies.

Because the Redevelopment Project anticipates the use of TIF as authorized in §18-2147 of the Act, the City Council finds as follows:

a. the Redevelopment Project in the plan would not be economically feasible without the use of TIF;

i. this finding is documented as the Redevelopment Project is funded primarily by restricted funding sources from the federal and state government. The approved budget for the Redevelopment Project restrict funds from being used for demolition. No revenue will be derived from operation to fund the demolition required by the Redevelopment Project.

b. the Redevelopment Project would not occur in the Project Site without the use of TIF; and

c. the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City of Columbus desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

I. Proposed Construction Schedule. Redeveloper intends to commence construction in Fall of 2019 and complete construction during the second half of 2020. Redeveloper's construction timeline is subject to change.

EXHIBIT "A"
REDEVELOPMENT AREA

Depiction:

COLUMBUS NE
AREA #2

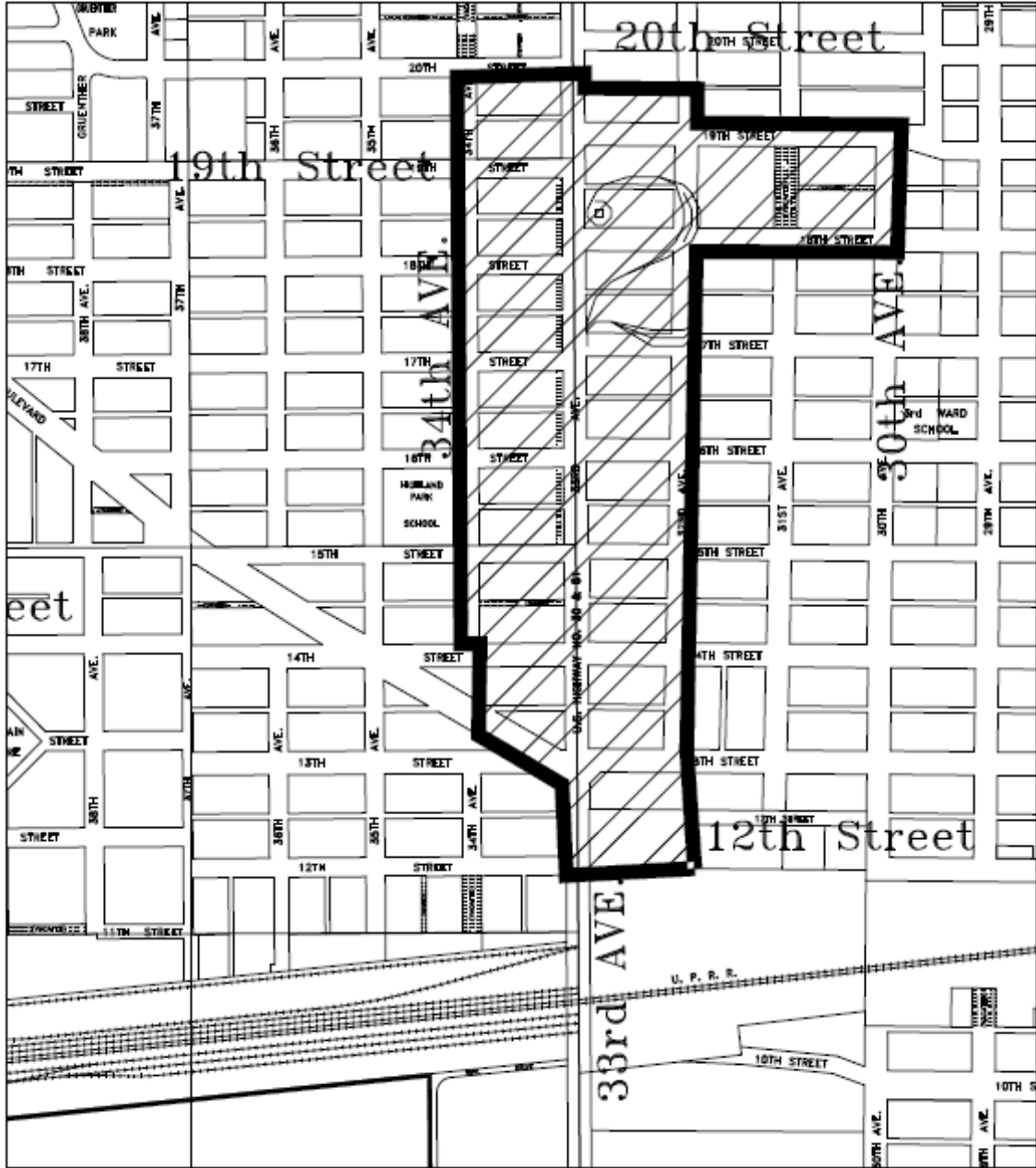


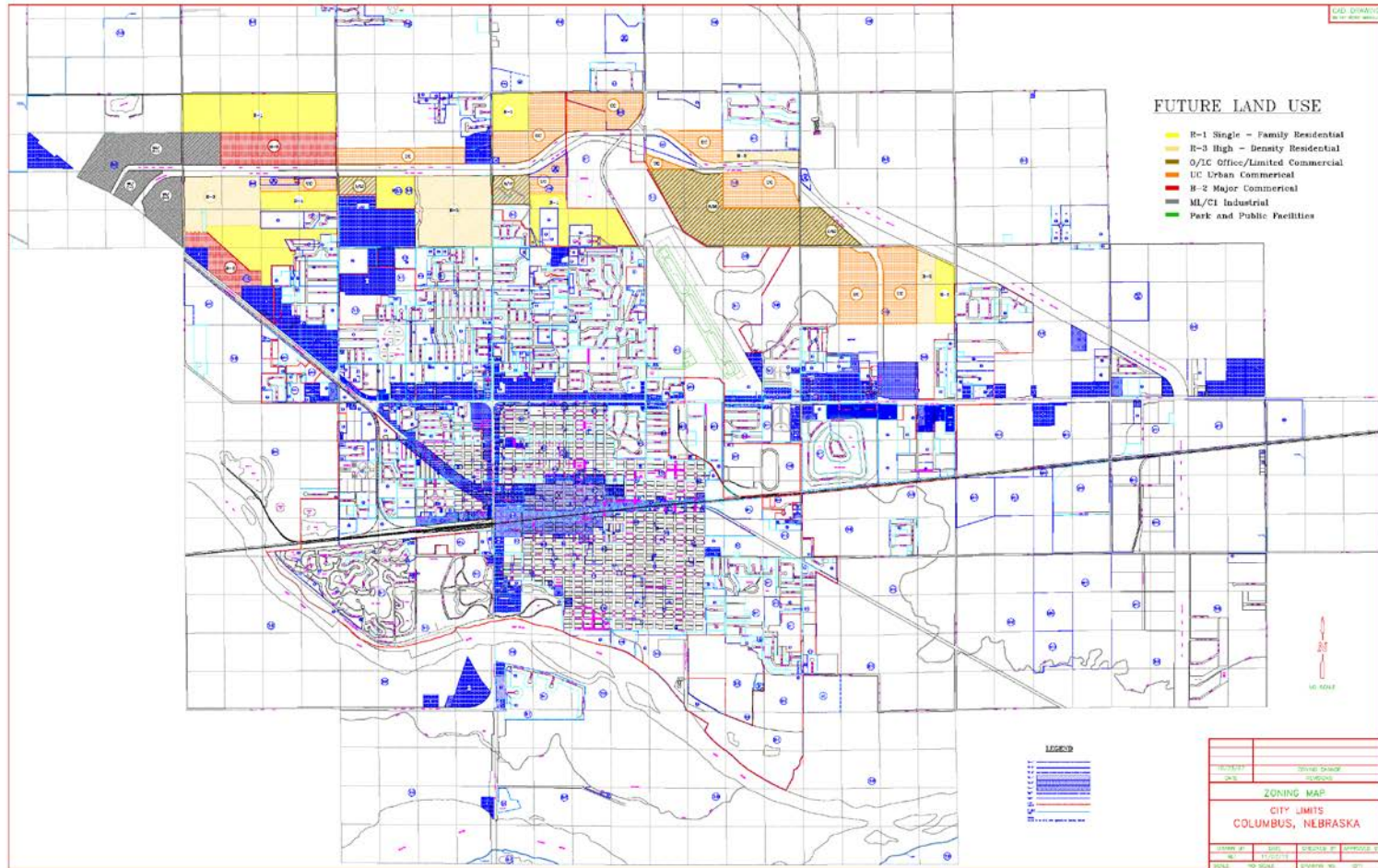
Exhibit "A"

Existing Condition:



Exhibit "A"

Future Use Map:



* A legible version of the above Future Land Use Map is available at the office of the City Clerk.

Exhibit "A"

EXHIBIT "B"
PROJECT SITE

Legal Description:

Building:

All of Block 3, Evans Addition to Columbus, Platte County, Nebraska

Vacated 31st Avenue from the south Right-of-Way line of 19th Street and to the North Right-of-Way line of 18th Street in Columbus, Platte County, Nebraska

Part of Lot 6 and all of Lots 7 and 8 in Block 2, Evans Addition to Columbus, Platte County, Nebraska

AND

Parking Areas:

All of Lots 9, 10, 11 and 12 in Block 2, Evans Addition to Columbus, Platte County, Nebraska

Lots 1, 2, 3 and 4 in Block 4, Evans Addition to Columbus, Platte County, Nebraska (PARKING

Lot 7 and the West 25 feet of Lot 8, Block 11, EvanLawn Addition to Columbus, Platte County, Nebraska

TOGETHER WITH

All public rights-of-way contiguous thereto.

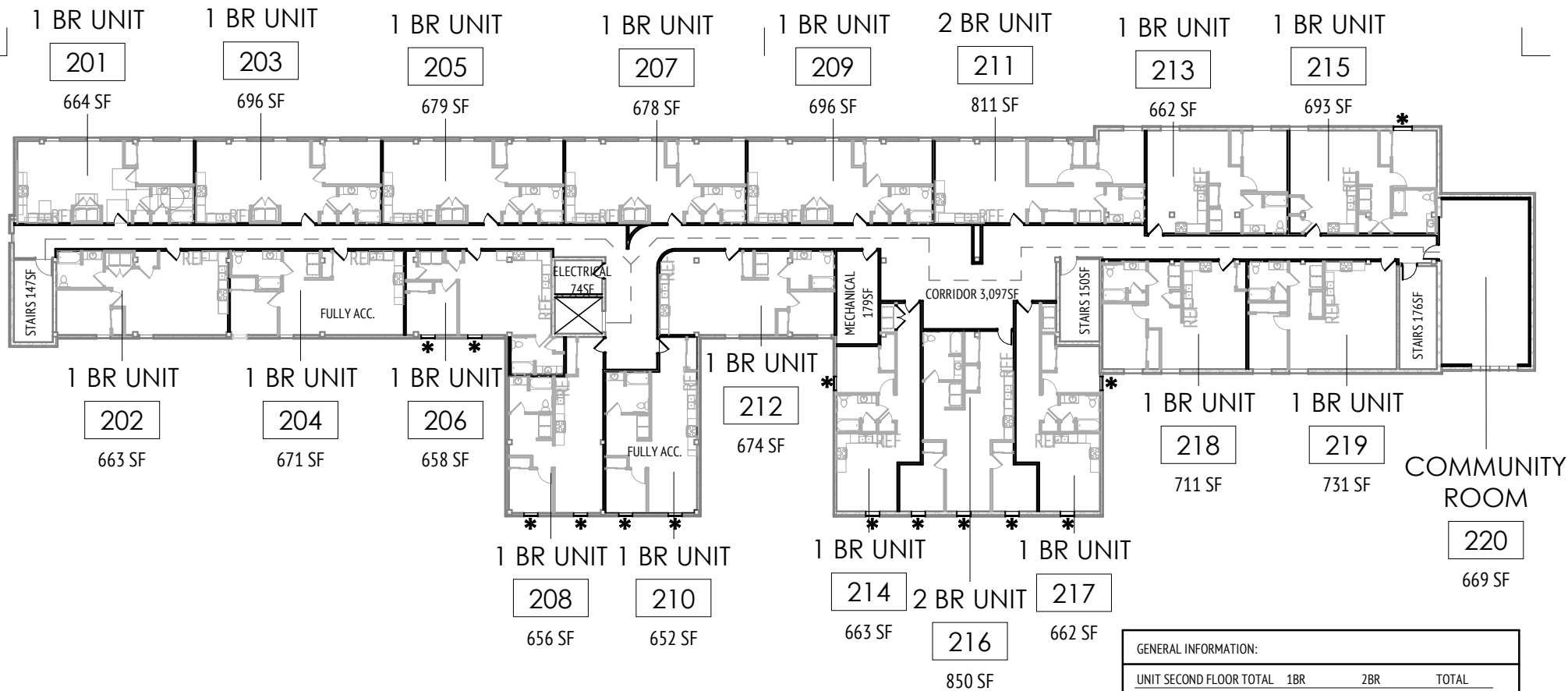
Existing Condition:



Exhibit "B"

EXHIBIT "C"
SITE PLANS

[See attached]



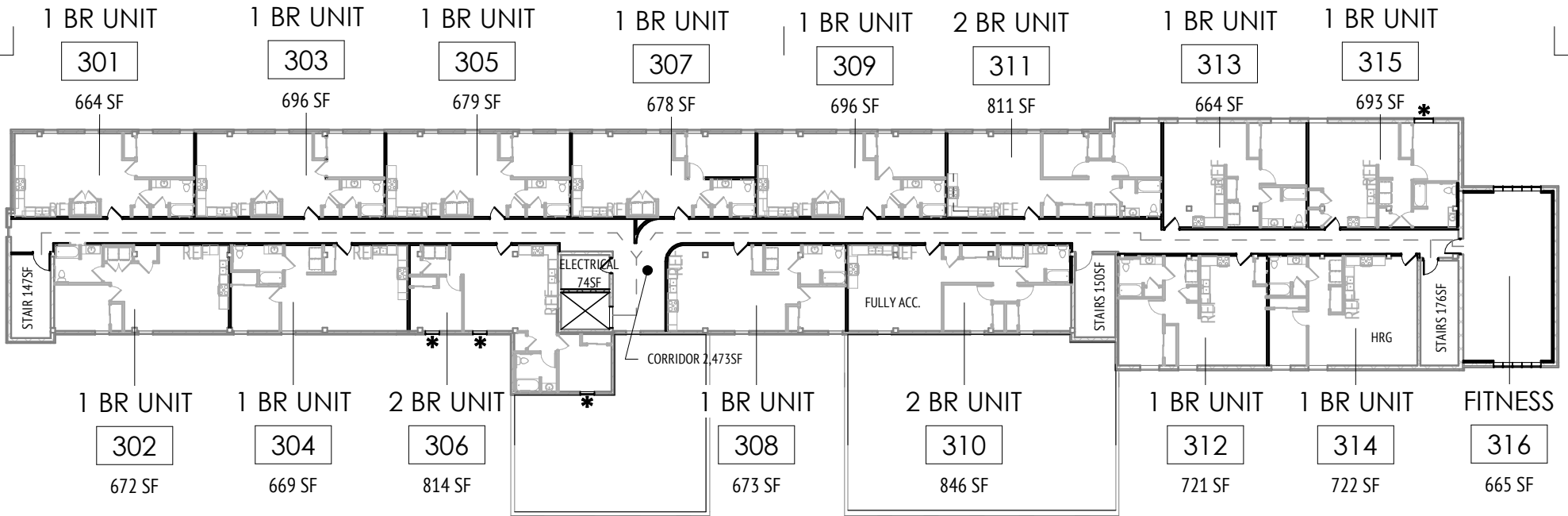
1 SECOND FLOOR
SCALE: 1/32" = 1'-0"

GENERAL INFORMATION:

UNIT SECOND FLOOR TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	0	1
TYPE B - HRG/V	0	0	0
TYPE B	16	2	18
TOTAL	17	2	19

UNIT MIX TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	1	2
TYPE B - HRG/V	1	0	1
TYPE B	27	4	32
TOTAL	29	5	34

--- ACCESSIBLE PATH
 30 SURFACE PARKING STALLS (2 ACC STALLS)
 * NEW WINDOWS IN NEW OPENINGS. ALL OTHER WINDOWS ARE NEW IN EXISTING OPENINGS



1

THIRD FLOOR

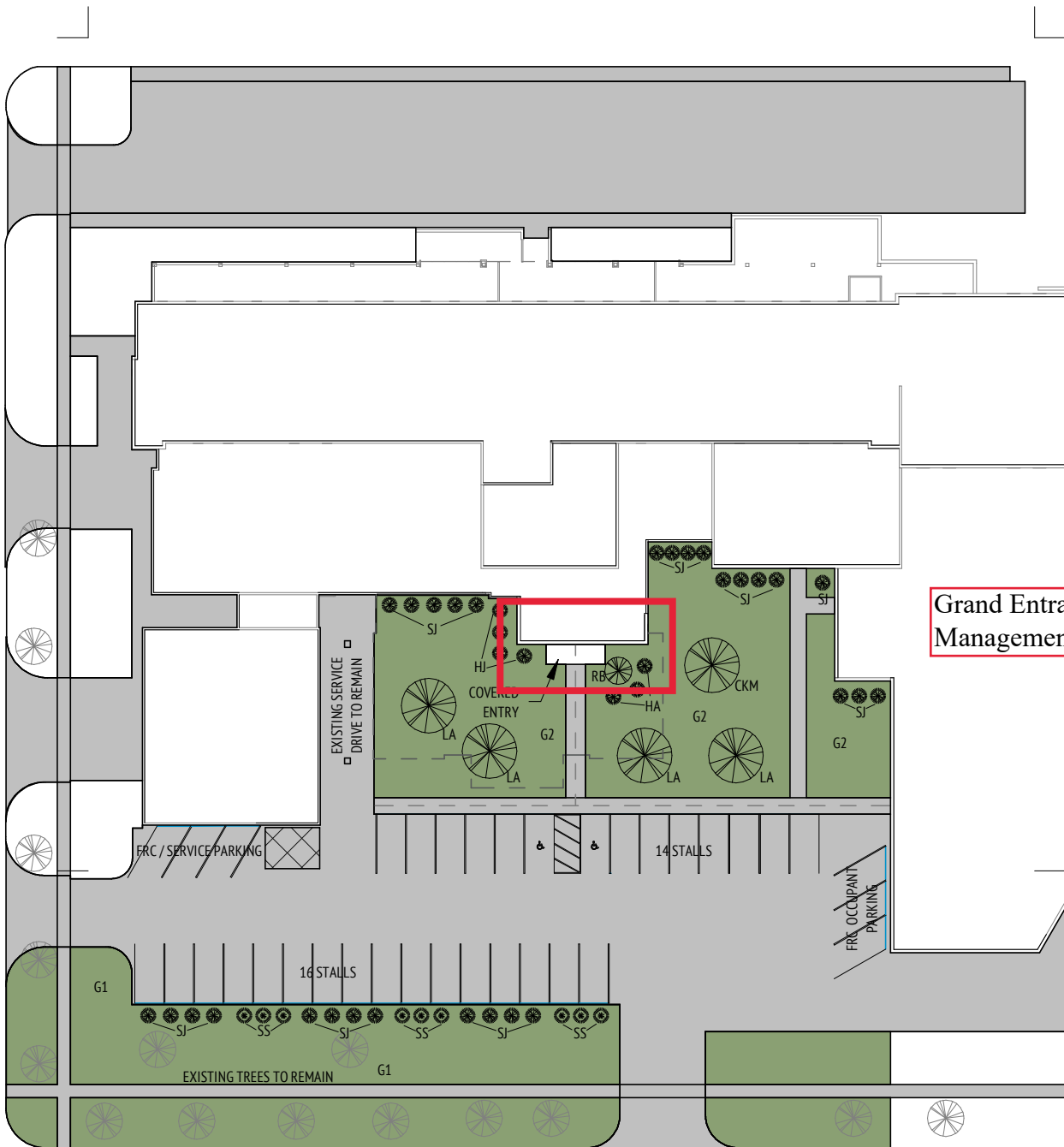
SCALE: 1/32" = 1'-0"

GENERAL INFORMATION:

UNIT THIRD FLOOR TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	0	1	1
TYPE B - HRG/V	1	0	1
TYPE B	11	2	13
TOTAL	12	3	15

UNIT MIX TOTAL	1BR	2BR	TOTAL
TYPE F (FULLY ACC.)	1	1	2
TYPE B - HRG/V	1	0	1
TYPE B	27	4	32
TOTAL	29	5	34

- - - - ACCESSIBLE PATH
 * 30 SURFACE PARKING STALLS (2 ACC STALLS)
 NEW WINDOW IN NEW OPENING. ALL OTHER WINDOWS ARE NEW IN EXISTING OPENINGS



Grand Entrance & Management Office

1

SITE PLAN

SCALE: 1" = 50'-0"

GENERAL INFORMATION:

- 34 DWELLING UNITS
 - 38,353 TOTAL GROSS SF FOR FRC HOUSING
 - 30 SURFACE PARKING STALLS (2 ACC STALLS)
- ACCESSIBLE UNITS LOCATED THROUGHOUT AND ARE ACCESSIBLE ON ALL FLOORS BY ELEVATOR - REFER TO BUILDING PLANS

--- ACCESSIBLE ROUTE

LANDSCAPING INFORMATION:

- SS STAGHORN SUMAC OR SIM
- KM CRIMSON KING MAPLE OR SIM
- RB RED BUD OR SIM
- SJ SKYROCKET JUNIPER OR SIM
- HA HYDRANGA ANNABELLE OR SIM
- HJ GROUND HUGGING JUNIPER OR SIM
- LA LINDEN AMERICAN

- G1 SEEDED
- G2 SOD / SPRINKLER

COLORED AREAS INDICATES EXTERIOR ARE FOR FRC RESIDENTS

ISSUE DATE:
10.30.2018

EXHIBIT "D"
STATUTORY COST BENEFIT ANALYSIS
(FRC HOUSING, LLC, REDEVELOPMENT PROJECT)

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.*, the City of Columbus has analyzed the costs and benefits of the proposed FRC Housing, LLC, Redevelopment Project, including:

Project Sources and Uses. Approximately \$232,067 (principal) in public funds from TIF provided by the City will be required to complete the project. This investment by the City will leverage \$4,992,777 in outside investment resulting in an outside/private investment of \$21.51 for every city dollar investment.

Use of Funds.

<u>Description</u>	<u>Total Cost</u>	<u>Redeveloper</u>	<u>TIF</u>	<u>Total Sources</u>
Demolition	\$ 576,130	\$ 356,130	\$ 220,000	\$ 576,130
Capitalized interest	\$ 18,416	\$ 18,416		\$ 18,416
Legal fees	\$ 15,000	\$ 2,933	\$ 12,067	\$ 15,000
Rehabilitation*	\$4,615,298	\$4,615,298		\$4,615,298
Total				\$5,224,844

* The redevelopment contract will provide a comprehensive breakdown of the Redevelopment Project costs.

Tax Revenue. The property is currently tax exempt. On approval of the Redevelopment Plan, it is anticipated that the Platte County Treasurer will establish a base valuation estimated at \$10,000. Based on the 2018 levy of 1.92369 this would result in a real property tax of less than \$200. Due to the nature of the redevelopment as a rent restricted apartment complex, the amount of the available proceeds for TIF is estimated to fluctuate over the course of the 15-year TIF period. Redeveloper anticipates that the Redevelopment Project assessed value will generate an initial assessed property valuation of \$584,000 over the estimated present property valuation base. However, over the course of the 15-year TIF Period, Redeveloper, based upon extensive experience with similar projects, anticipates a property tax payment equal to \$700 per apartment, resulting in approximately \$23,596 in annual TIF revenues. Due to the complex calculation of assessed valuation based on income and the annual variation in income and tax levies, Redeveloper will make a payment in lieu of taxes ("PILOT") in order to insure the TIF indebtedness will be amortized. The PILOT will be calculated annually to provide funds, which when added to TIF will equal \$21,879. The tax increment gained from the Project Site would not be available for use as city general tax revenues, but would be used for eligible public and private improvements to enable the Redevelopment Project to be realized.

Initial Increment value	\$ 584,000
Initial TIF generated	\$ 11,128
Initial PILOT	\$ 10,751
Final Incremental value	\$ 1,226,600
TIF bond issue	\$ 232,067 at 4.49% interest

* The above figures are estimates and subject to change.

Public Infrastructure and Community Public Service Needs. The Redevelopment Project is currently served by the City's sanitary sewer and potable water. No street improvements are required as a part of the Redevelopment Project. It is not anticipated that the Redevelopment Project will have an adverse impact on public infrastructure and/or community public service needs.

Employment Within the Project Site. Employment within the Project Site is not expected to increase as a result of the Redevelopment Project. Temporary construction employment will increase during the rehabilitation. The construction period is expected to exceed 7 months. It is not anticipated that the Redevelopment Project will have an adverse impact on employers or employees locating within the Project Site.

Employment in the City Outside the Project Site. The latest available labor statistics show that Platte County has a 2.8% unemployment rate. The Redevelopment Project will not significantly impact employment in the City outside of the Project Site. It is not anticipated that the Redevelopment Project will have an adverse impact on employers or employees located outside of the Project Site.

Impact on Student Population. The Redevelopment Project will serve older tenants with no school age children. Therefore, no student population impact is expected.

Other Impacts. The Redevelopment Project will generate a modest sales tax increase during construction. Additionally, it will provide minor relief to the city's severe senior and affordable housing shortage.

RESOLUTION NO. R19-_____ 158

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY FRC HOUSING, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE HIGHWAY 81 NORTH COMMERCIAL REDEVELOPMENT AREA (FRC HOUSING, LLC, REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (The FRC Housing, LLC, Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between FRC Housing, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between FRC Housing, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink that reads "Michael Sandoz". The signature is fluid and cursive, with the first name "Michael" and last name "Sandoz" clearly legible.

SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“**Redevelopment Agreement**”) is made and entered into as of the _____, 20____, by and between the Community Development Agency of the City of Columbus, Nebraska (the “**Agency**”) and FRC Housing, LLC, a Nebraska limited liability company (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et. seq. (the “**Act**”) the City Council adopted and approved a plan entitled “Redevelopment Plan for the Highway 81 North Commercial Redevelopment Area (FRC Housing, LLC, Redevelopment Project)” (the “**Plan**”), and provided therein is a redevelopment project for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “**Redevelopment Project Area**”), which is located in the City of Columbus, Nebraska (the “**City**”), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Council; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Agreement; and

WHEREAS, Redeveloper, pursuant to the Plan, intends to redevelop and repurpose the former Columbus Hospital building within the Redevelopment Project Area to provide 34 apartments for low income seniors, while retaining the Columbus Family Resource Center executive offices, as depicted on the proposed site plan for the redevelopment project attached hereto and incorporated as Exhibit “B”, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Agreement as the “**Redevelopment Project**”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or shall be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize issuance of its tax increment revenue bond (the “**Bond**”), to provide for eligible costs relating to the Redevelopment Project, as more particularly described in the resolution of the Agency authorizing issuance of the Bond (the “**Bond Resolution**”); and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Bond Resolution.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized to enter into and perform its obligations under this Redevelopment Agreement and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Agreement, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Agreement and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) Throughout the term of this Redevelopment Agreement and subject to the provisions of section 19 of this Redevelopment Agreement, in the event of any casualty damage to the Redevelopment Project, Redeveloper or its assignee agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.
- (d) Redeveloper or its assignee intend to complete the Redevelopment Project on or before December 31, 2020, at an estimated cost of \$5,224,844.
- (e) Redeveloper has not received, nor is it aware of, notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (f) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

- (g) The execution and delivery of this Redevelopment Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Agreement are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (h) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (i) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies derived from ad valorem incremental real estate taxes generated from the Redevelopment Project, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Agreement, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (j) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (k) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.

- (l) Redeveloper owns or has contracted to purchase all real property within the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.
- (m) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and Section 9 of this Redevelopment Agreement, if applicable. The Agency, the City and Redeveloper shall be named as additional insureds on such policies. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or Redeveloper, as the case may be, with respect to any specific contract, shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (n) At all times during the term of this Redevelopment Agreement, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.

Section 2. Incorporation of Plan; Agency to Issue Bond.

This Redevelopment Agreement hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Redevelopment Agreement, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue its Bond on a form provided by the Agency and set forth in the Bond Resolution, in the principal amount not to exceed \$232,067 at a 4.49% rate of interest. In consideration of Redeveloper undertaking the Redevelopment Project, the Agency shall issue the Bond to Redeveloper no earlier than thirty (30) days following the Agency's adoption of the Bond Resolution. At closing of the Bond, the loan to be accomplished by this Section and the obligation of the Agency to use the incremental ad valorem real estate taxes collected on Redevelopment Project Area (the "**TIF Revenues**") for redevelopment purposes under this Redevelopment Agreement may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the Bond, except as otherwise provided herein.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be set forth in the Bond Resolution. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Project Area on January 1 of the year prior to the effective date. Redeveloper is fully and absolutely responsible for notifying the Agency via written notice of its desired effective date. Such written notice must be provided by Redeveloper to the Agency prior to July 1 of the calendar year of the effective date.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date. Prior to receipt of any TIF Revenues, the Treasurer of the Agency, as paying agent and registrar of the Bond, shall create a special fund established solely to make payments on the Bond. Upon receipt of the TIF Revenues, the Treasurer shall deposit the TIF Revenues into the special fund, and the Treasurer shall disburse said TIF Revenues to the holder of the Bond (but only from available TIF Revenues) at the times provided in the Bond to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency ("**Eligible Costs Certifications**"). The principal amount paid on the Bond shall not exceed the aggregate amount of Eligible Costs Certifications received by the Agency. Each such reimbursement hereunder shall be and constitute a grant to Redeveloper made under the terms of this Redevelopment Agreement and the Act. Redeveloper may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the Agency prior to the funding of such Eligible Costs. If Redeveloper fails to submit Eligible Cost Certifications in an amount equal to or greater than the principal amount on the Bond upon completion of the Redevelopment Project, Redeveloper shall reimburse the Agency for all principal and interest in the amount equal to the principal and interest paid on the Bond less the principal and interest in the amount equal to the aggregate total of the Eligible Cost Certifications received by the Agency.

Unless otherwise determined by the Agency, the proceeds of the Bond shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Agreement (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-

202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

- (b) Redeveloper intends to create a taxable real property valuation of not less than \$1,236,600 within the Redevelopment Project Area (the “**Minimum Valuation**”) no later than January 1, 2021. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper, together with its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.
- (c) If, during the period of this Redevelopment Agreement and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper shall make a payment in lieu of taxes (“PILOT”) to the Agency upon thirty (30) days written notice in the amount of the anticipated TIF Revenues generated as a result of the Redevelopment Project at the Minimum Valuation less the amount of TIF Revenues actually generated. If Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender. In the event of a shortfall of TIF Revenues available as debt service on the Bond and failure by Redeveloper to make the PILOT described herein, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts as required hereunder, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Bond at the end of the fifteen (15) year period for the division of ad valorem real estate taxes prescribed by the Act.
- (d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, further agree as follows:
 - (i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project Area or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any

law of the State of Nebraska or federal law with respect to the Redevelopment Project Area; and

- (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project Area or Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
- (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes are divided in relation to the Redevelopment Project.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions arising directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Agreement.

Redeveloper and Agency agree and acknowledge that this Redevelopment Agreement and the undertakings of Redeveloper and the Agency as herein provided for shall be considered

as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Agreement it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper shall record a copy of this Redevelopment Agreement, or memorandum thereof in a form approved by the Agency, against all real estate located in the Redevelopment Project Area and such document shall remain of record until termination of this Redevelopment Agreement. The Agency shall have the authority to execute any such memorandum without additional public determinations or meetings. As and to the extent that this Redevelopment Agreement does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Agreement, unless waived in writing by the Agency; provided that Redeveloper shall not be obligated to subordinate or obtain such acknowledgment with respect to any lien held by the United States Department of Housing and Urban Development. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area after the recording of this Redevelopment Agreement. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Agreement and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Agreement.

Section 6. Default and Remedies upon Default.

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Agreement:
 - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Agreement;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof,

including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or

- (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.

- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper (1) may suspend its performance under this Redevelopment Agreement, including suspension of contracting for TIF-Eligible Improvements or disbursement of monies for Eligible Costs or other improvements until receiving adequate assurances from Redeveloper or Agency that Redeveloper or Agency has cured the default and will continue performance under this Redevelopment Agreement; and (2) may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Agreement; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct the Redevelopment Project.

- (c) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-Eligible Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the City Treasurer and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs

expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Agreement is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond; Payment of Agency's Legal Fees.

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset in consideration of Redeveloper's warranties and obligations hereunder so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Upon full execution and effectiveness of this Redevelopment Agreement, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the Redevelopment Project in the amount of \$10,000. Prior to or contemporaneously with issuance of the Bond, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the issuance of the Bond in the amount of \$5,000. Such reimbursements shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the City and Agency harmless from any payment or liability to which the City or Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. If applicable, Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

Section 11. Redevelopment Agreement Binding Upon Successors and Assigns.

This Redevelopment Agreement is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Agreement shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, upon the prior written approval of the Agency, not to be unreasonably withheld. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Agreement, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Agreement (as and to the extent of any such assignment with respect to the assignee). No assignment by Redeveloper to the assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Agreement (as and to the extent of such assignment), duly acknowledged and in recordable form, has been

executed and delivered by the assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

Mesner Development Co.
Attn: Cliff Mesner
1415 16th St. Suite 200
PO Box 335
Central City, NE 68826

with a copy to:

Michael L. Bacon
Bacon & Vinton, L.L.C.
416 10th Street / P.O. Box 208
Gothenburg, NE 69138

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such

Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Agreement shall not affect the remaining portions of this Redevelopment Agreement or any part thereof.

Section 15. Counterparts.

This Redevelopment Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Agreement shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Agreement.

Section 18. Termination.

This Redevelopment Agreement shall commence as of the date first above written and shall terminate upon the earlier of the date on which TIF Revenues for the Redevelopment Project are no longer collectable under Section 18-2147 of the Act or payment of all principal and interest owed toward the Bond.

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Agreement in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency;

provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Effect of Redevelopment Agreement.

This Redevelopment Agreement (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Agreement shall be of any force and effect.

(Signatures on following pages)

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Redevelopment Agreement to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson (Council President)

ATTEST:

Secretary (City Clerk)

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, Chairperson (Council President), and _____, Secretary (City Clerk), of the Community Development Agency of the City of Columbus, Nebraska on behalf of such agency.

Notary Public

FRC HOUSING, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, _____ of FRC Housing, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

Exhibit "A"
Redevelopment Project Area

Legal Description:

Building:

All of Block 3, Evans Addition to Columbus, Platte County, Nebraska

Vacated 31st Avenue from the south Right-of-Way line of 19th Street and to the North Right-of-Way line of 18th Street in Columbus, Platte County, Nebraska;

Part of Lot 6 and all of Lots 7 and 8 in Block 2, Evans Addition to Columbus, Platte County, Nebraska;

AND

Parking Areas:

All of Lots 9, 10, 11 and 12 in Block 2, Evans Addition to Columbus, Platte County, Nebraska;

Lots 1, 2, 3 and 4 in Block 4, Evans Addition to Columbus, Platte County, Nebraska;

Lot 7 and the West 25 feet of Lot 8, Block 11, EvanLawn Addition to Columbus, Platte County, Nebraska;

TOGETHER WITH

All public rights-of-way contiguous thereto.

* Subsequent to the approval of this Redevelopment Agreement, the Redeveloper may subdivide or replat the Redevelopment Project Area, or a portion thereof. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Redevelopment Project Area approved by the City.

Redevelopment Project Area Depiction:



Exhibit "A"

Exhibit "B"
Redevelopment Project Plan

(See attached)

* The attached is a preliminary site plan for reference purposes only and is subject to change.

Exhibit "C"
Projected TIF Sources and Uses

Projected TIF Sources:

Assumptions:

Base Value		\$ 10,000
Initial Post-Completion value		\$ 594,000
Initial Increment value		\$ 584,000
Tax Levy (2018)	1.92369	
Initial TIF generated		\$ 11,128
Initial PILOT		\$ 10,751
Final Post-Completion value		\$ 1,236,600
Final Incremental value		\$ 1,226,600
TIF bond issue		\$ 232,067 at 4.49% interest

Eligible Costs/Projected TIF Uses

<u>Description</u>	<u>Total Cost</u>	<u>Redeveloper</u>	<u>TIF</u>	<u>Total Sources</u>
Demolition	\$ 576,130	\$ 356,130	\$ 220,000	\$ 576,130
Capitalized interest	\$ 18,416	\$ 18,416		\$ 18,416
Legal fees	\$ 15,000	\$ 2,933	\$ 12,067	\$ 15,000
Rehabilitation*	\$4,615,298	\$4,615,298		\$4,615,298
Total				\$5,224,844

* The above figures are only estimates of the Eligible Costs and other costs, and such actual costs will be reflected in the Eligible Costs Certifications required under Section 2 of the Redevelopment Agreement.

** Eligible Costs are projected to be in excess of \$232,067, but the Bond is limited to \$232,067, which is approximately the principal sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project (inclusive of the PILOT) accounting for a 4.49 percent interest rate paid on the Bond. Under no circumstances shall the principal paid on the Bond exceed the Eligible Costs actually expended and evidenced by Redeveloper.

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Agreement under this Exhibit "C".

RESOLUTION NO. R19- 159

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY 4J CAPITAL, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA (THE 4J CAPITAL REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (The 4J Capital Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency") previously approved via Resolution No. R19-76 a redevelopment agreement between 4J Capital, LLC, a Nebraska limited liability company, as redeveloper, and the Agency (the "Redevelopment Agreement"); and

WHEREAS, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of an amendment to the Redevelopment Agreement (the "Redevelopment Agreement Amendment").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement Amendment by and between 4J Capital, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement Amendment in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement Amendment, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement Amendment, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

COUNCIL PRESIDENT

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

SPECIAL CITY ATTORNEY

EXHIBIT "A"
Redevelopment Agreement Amendment

(See attached)

**FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT**

This First Amendment to Redevelopment Agreement (“Amendment”) is made and entered into as of the ____ day of _____, 2019, by and between the City Council of the City of Columbus, Nebraska (the "Council"), as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the “Agency”) and 4J Capital, LLC, a Nebraska limited liability company (“Redeveloper”). The Agency and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into that certain Redevelopment Agreement dated April 1, 2019 for the 4J Capital Redevelopment Project (“Redevelopment Agreement”); and

WHEREAS, due to unanticipated delays in closing on the primary financing, the project construction schedule has been delayed; and

WHEREAS, the Parties desire to amend the Redevelopment Agreement to revise the construction schedule and the division date for TIF as set forth in the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby amend the Redevelopment Agreement as follows:

1. Section 1(d) of the Redevelopment Agreement is hereby deleted in its entirety and restated as follows:

“Redeveloper or its assignee shall complete the Redevelopment Project on or before December 31, 2021, at an estimated cost of \$26,738,280.00.”

2. The first sentence of the second paragraph of Section 2 of the Redevelopment Agreement is hereby deleted and restated as follows:

“The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be no later than January 1, 2021.”

3. The first sentence of Section 3(b) of the Redevelopment Agreement is hereby deleted and restated as follows:

“Redeveloper intends to create a taxable real property valuation of not less than \$14,624,071.00 within the Redevelopment Project Area (the “Minimum Valuation”) no later than December 31, 2021.”

4. The Agency and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Agreement, except as expressly modified by the terms of this Amendment.

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this First Amendment to Redevelopment Agreement to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

By: _____
Chairperson (Council President)

ATTEST:

Secretary (City Clerk)

4J CAPITAL, LLC, a Nebraska limited liability
company

By: _____

Name: _____

Title: _____

RESOLUTION NO. R19- 160

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA; AMENDING AND RESTATING RESOLUTION NO. R19-97; AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW.

WHEREAS, on April 1, 2019, the City Council of the City of Columbus, Nebraska (the "City"), acting as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), passed and adopted Resolution No. R19-97; and

WHEREAS, Resolution No. R19-97 authorized issuance of the Bond (defined below); and

WHEREAS, on October 21, 2019, the Agency and Redeveloper (defined below) entered into that certain amendment to the Redevelopment Contract (defined below), resulting in a one year postponement of the "effective date" (as defined in the Act) and the maturity date on the Bond; and

WHEREAS, to effectuate Redeveloper's request, the Agency must amend Resolution No. R19-97 as provided herein.

BE IT RESOLVED by the City, acting as the governing body of the Agency, as follows:

Section 1. The above recitals are incorporated by this reference. The City Council of the City hereby find and determines:

(a) that the Mayor and City Council of the City duly created the Agency by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Nebraska Community Development Law, sections 18-2101, et. seq., of the Nebraska Revised Statutes (the "Act"); that there has been prepared a redevelopment plan, entitled "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project)" (the "Plan"), for the redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

(b) that prior to the recommendation or approval of the Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City;

(c) that the City has had in effect its comprehensive plan for the development of the City from the time prior to the preparation of the Plan;

(d) that the Plan was submitted to the Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and City Council of the City, as and to the extent required by the Act;

(e) that on the 1st day of April, 2019, the Mayor and City Council of the City held a public hearing on the Plan, for which notice was given by publication prior to such hearing in the *Columbus Telegram* on March 15, 2019 and March 22, 2019, and, after such hearing, the Mayor and Council gave their approval to the Plan;

(f) that the Plan, among other things, calls for the construction of an apartment complex, together with the public improvements related thereto, within the Project Area (the "Project"), as more particularly described in the Plan and the redevelopment agreement for Project entered into between 4J Capital, LLC, a Nebraska limited liability company ("Redeveloper"), and the Agency, dated April 1, 2019, as amended by that certain first amendment dated on or about October 21, 2019, attached hereto as Exhibit B and incorporated herein by reference (collectively, the "Redevelopment Contract");

(g) that Redeveloper will undertake or has undertaken the redevelopment in the Project Area by constructing the Project, as described in the Plan and the Redevelopment Contract, and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of a blighted and substandard area of the City;

(h) that the Agency, upon the written request of Redeveloper, shall timely file a "Notice to Divide Tax" with the county assessor for Platte County, Nebraska, with respect to the Project on or before August 1, 2021, in conformance with the Act;

(i) that Redeveloper has incurred or is expected to incur costs of approximately \$26,738,280 relating to the construction of the Project in the Project Area (the "Project Costs");

(j) that the Redeveloper and the Agency have agreed in writing to a minimum valuation of the Project Area of \$14,624,071 by December 31, 2021, per the Redevelopment Contract;

(k) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of constructing the improvements associated with the Project in the Project Area, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond (the "Bond");

(l) that upon the request of Redeveloper, and pursuant to the Redevelopment Contract, the Agency will issue the Bond for the Project in an amount not to exceed \$2,866,500;

(m) that the Redevelopment Contract provides that the Agency will assist the Redeveloper with certain grant assistance and the issuance of the Bond as provided for in this Resolution;

(n) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated to the Bond pursuant to the terms of said Bond and this Resolution; and

(o) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's Bond as provided for in this Resolution do exist and have been done as provided by law, or will be done prior to the Agency's issuance of the Bond to Redeveloper.

Section 2. The Bond in an amount not to exceed Two Million Eight Hundred Sixty Six Thousand Five Hundred Dollars (\$2,866,500) is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2012, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Columbus, Nebraska (4J Capital Redevelopment Project)," in such series as determined by the Agency. The Bond shall be issued in the single denomination in an amount not to exceed \$2,866,500. The Bond shall be dated as of the date of delivery ("Dated Date"). The Bond shall bear interest beginning January 1, 2021, at the rate of five percent (5.00%) per annum. The principal of the Bond shall become due on January 1, 2037, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on June 1 and December 1 of each year. All interest upon the Bond shall be payable on June 1, 2022, and semiannually thereafter on and June 1 and December 1 of each year until full maturity of the Bond.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Columbus) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Columbus, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Columbus, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by

surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Payment Account (as hereinafter established and defined in section 7 of this resolution), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF PLATTE**

**TAX INCREMENT REVENUE BOND OF
THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA
(4J CAPITAL REDEVELOPMENT PROJECT)
SERIES _____**

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from January 1, 2021, until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 2022, and semiannually thereafter on June 1 and December 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of _____ Dollars (\$_____) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and City Council of the City of Columbus, Nebraska, on April 1, 2019, all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution

passed and approved by the City Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Contract" (as defined in the Resolution) and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2022, and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2021.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Columbus shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the City Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 201__.

COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)

Chairperson (Council President)

_____ (Sample – Do Not Sign)

Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Columbus, Nebraska kept by the Paying Agent and Registrar identified in the foregoing Bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	4J Capital, LLC	(Sample – Do Not Sign)

Section 7. This Resolution hereby sets forth January 1, 2021 as the effective date after which ad valorem taxes on real property located within the redevelopment project are to be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2012, as amended. As of and from and after January 1, 2022, that portion of the ad valorem taxes collected on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2021 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — 4J Capital Project Fund" (the "Bond Payment Account") to be held by the Agent for application to payments on the Bond.

The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts associated with the real estate described in the Redevelopment Contract and so paid into the Bond Payment Account as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Payment Account shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Payment Account.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairperson (Council President) and Secretary (City Clerk). Upon execution, the Bond shall be registered by the Agent in the name of the Redeveloper or its designee as the initial registered owner(s) and shall be delivered in consideration of the performance by the Redeveloper (and certain of its predecessors) in accordance with the Plan. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) of the Bond shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary of the Agency shall make and certify one or more copies of the transcripts of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the Agency.

Section 11. The Chairperson (Council President) and Secretary (City Clerk) or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by and/or agreeable to the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Code.

Section 14. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 15. This Resolution shall amend and restate Resolution No. R19-97 in its entirety.

Section 16. This Resolution shall be in force and take effect from and after its adoption as provided by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

CHAIRPERSON (COUNCIL PRESIDENT)

ATTEST:

SECRETARY (CITY CLERK)

APPROVED AS TO FORM:

SPECIAL CITY ATTORNEY

Exhibit "A"

Legal Description of the Project Area

The Flats Addition, a plat of the Southwest Quarter of Section 16, Township 17 North, Range 1 East of the 6th P.M., and a replat of Lots 32 and 33, Block 'A', Village 1st Addition, an Addition to the City of Columbus, Platte County, Nebraska.

Exhibit "B"
Redevelopment Contract

(See attached)

RESOLUTION NO. R19-76

A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY 4J CAPITAL, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA (THE 4J CAPITAL REDEVELOPMENT PROJECT)".

WHEREAS, the Mayor and Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled "Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (The 4J Capital Redevelopment Project)," (the "Plan"); and

WHEREAS, the Council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of the Redevelopment Agreement by and between 4J Capital, LLC, as redeveloper, and the Agency, with respect to a redevelopment project specified in the Plan (the "Redevelopment Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Columbus, Nebraska, as the governing body of the Community Development Agency of the City of Columbus, Nebraska, that the Redevelopment Agreement by and between 4J Capital, LLC, a Nebraska limited liability company, as redeveloper, and the Community Development Agency of the City of Columbus, Nebraska, in the form presented, is hereby acknowledged and approved. The Council President and City Clerk are hereby authorized to execute said Redevelopment Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Council President of the Redevelopment Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER *[Signature]*

PASSED AND ADOPTED THIS 1 DAY OF April, 2019.

[Signature]
COUNCIL PRESIDENT

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO FORM:

[Signature]
SPECIAL CITY ATTORNEY



EXHIBIT "A"
Redevelopment Agreement

(See attached)

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Redevelopment Agreement”) is made and entered into as of the ____ day of _____, 2019, by and between the City Council of the City of Columbus, Nebraska (the "Council"), as the governing body of the Community Development Agency of the City of Columbus, Nebraska (the “Agency”) and 4J Capital, LLC, a Nebraska limited liability company (“Redeveloper”). The Agency and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Council has adopted and approved a plan entitled “Redevelopment Plan for the 23rd Street Corridor Redevelopment Area (4J Capital Redevelopment Project),” as amended (the “Plan”), and provided therein is a redevelopment project for the real estate described on Exhibit “A” hereto attached and by such reference incorporated herein (the “Redevelopment Project Area”), which is located in the City of Columbus, Nebraska (the "City"), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Council; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing ("TIF") provided by the Agency to Redeveloper in this Redevelopment Agreement; and

WHEREAS, Redeveloper, pursuant to the Plan, intends to construct an apartment complex within the Redevelopment Project Area, as depicted on the proposed site plan for the redevelopment project attached hereto and incorporated as Exhibit “B”, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Agreement as the “Redevelopment Project”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is or shall be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize the issuance of a tax increment revenue bond (the “Bond”), to provide for eligible costs relating to the Redevelopment Project as shall be more specifically described in a resolution to be adopted by the governing body of the Agency (the “Resolution”), and under the Resolution shall designate the Agency's Treasurer (being the City Treasurer of the City) to act as Paying Agent and Registrar (the “Agent”) for the Bond pursuant to the Resolution; and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for the Redevelopment Project and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Resolution.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

Section 1. Representations, Warranties and Covenants of Redeveloper.

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Articles of Organization or operating agreement(s), is authorized to enter into and perform its obligations under this Redevelopment Agreement and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Agreement, Redeveloper will reasonably endeavor to construct, operate and maintain the Redevelopment Project in accordance with the terms of this Redevelopment Agreement and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) Throughout the term of this Redevelopment Agreement and subject to the provisions of section 19 of this Redevelopment Agreement, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes. Provided, however, this paragraph shall not apply in the last five (5) years of the term as long as Redeveloper makes all necessary payments in lieu of taxes and/or deficiency payments required under this Redevelopment Agreement for the remainder of its term.
- (d) Redeveloper or its assignee shall complete the Redevelopment Project on or before December 31, 2020, at an estimated cost of \$26,738,280.00.
- (e) Redeveloper has not received, nor is it aware of, notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation.
- (f) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a

timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for the Redevelopment Project to be lawfully constructed, occupied or operated.

- (g) The execution and delivery of this Redevelopment Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Agreement are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (h) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Redevelopment Project Area.
- (i) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies derived from ad valorem incremental real estate taxes generated from the Redevelopment Project, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Redevelopment Project Area as described in the Plan or as described in this Redevelopment Agreement, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (j) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.
- (k) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, as amended or transferred, to

determine the work eligibility status of new employees physically performing services on the Redevelopment Project.

- (l) Redeveloper owns or has contracted to purchase all real property within the Redevelopment Project Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Agreement by Redeveloper.
- (m) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and section 9 of this Redevelopment Agreement, if applicable. The Agency, the City and Redeveloper shall be named as additional insureds on such policies. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or Redeveloper, as the case may be, with respect to any specific contract, shall also carry insurance on all stored materials. The contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.
- (n) At all times during the term of this Redevelopment Agreement, Redeveloper shall maintain policies insuring the improvements located within the Redevelopment Project Area in an amount equal to at least ninety percent (90%) of their full insurable value.
- (o) Upon full execution of this Redevelopment Agreement, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$10,000 (less any amounts already paid by Redeveloper to Agency), payable to the Agency or Agency's special counsel, for fees incurred in relation to the Plan and this Redevelopment Agreement. Special counsel fees incurred by the Agency in relation to the Bond shall be reimbursed in the manner prescribed under Section 8.

Section 2. Incorporation of Plan; Agency to Issue Tax Increment Bond.

This Redevelopment Agreement hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible improvements for the Redevelopment Project set forth in the Plan and this Redevelopment Agreement, as described in Exhibit "C", attached hereto and incorporated herein (the "TIF-Eligible Improvements"), the Agency shall proceed to issue the Bond on the form provided in Exhibit "D", attached hereto and incorporated herein, in

the principal amount not to exceed \$2,866,500.00, pursuant to the Resolution with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Resolution.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be set forth in the Resolution. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Redevelopment Project Area on January 1 of the year prior to the effective date. Upon written request from Redeveloper before July 1 of the year of the effective date, the Agency shall file notice to secure such effective date in the manner prescribed by the Act.

The Bond shall constitute a limited obligation of the Agency payable exclusively from that portion of the incremental ad valorem real estate taxes generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date. Upon receipt, the Agency shall deposit the proceeds of the Bond with the City Treasurer of the City, pursuant to the Resolution, and said Treasurer shall disburse said proceeds to the holder of the Bond (but only from available grant monies) to provide for reimbursement of all or a portion of the costs of the TIF-Eligible Improvements, as identified and allocated on Exhibit "C" ("Eligible Costs"), to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency ("Eligible Costs Certifications"). Each such reimbursement shall be and constitute a grant to Redeveloper made under the terms of this Redevelopment Agreement and the Act. Redeveloper may, at its option, submit one or more partial Eligible Costs Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such Eligible Costs.

Unless otherwise determined by the governing body of the Agency, the proceeds of the Bond shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

Section 3. Covenants With Respect to Taxation of Redevelopment Project Area.

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Agreement (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Redevelopment Project Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

- (b) Redeveloper intends to create a taxable real property valuation of not less than \$14,624,071.00 within the Redevelopment Project Area (the “Minimum Valuation”) no later than December 31, 2020. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper, together with its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, shall not contest any taxable valuation assessed for the Redevelopment Project Area, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes which does not exceed the Minimum Valuation.
- (c) If, during the period of this Redevelopment Agreement and after the filing of a notice to divide, the Redevelopment Project Area is assessed at less than the Minimum Valuation, Redeveloper shall: (1) seek to protest the valuation of the Redevelopment Project Area upwards such that the average valuation of the Redevelopment Project Area is equal to or greater than the Minimum Valuation; (2) make a payment in lieu of taxes to the Agency upon thirty (30) days written notice in the amount of the shortfall equal to the amount of the anticipated incremental ad valorem taxes generated as a result of the Redevelopment Project less the amount actually generated; provided, however, that Redeveloper shall only be obligated to make such payment in lieu of taxes to the extent that the actual incremental ad valorem taxes generated are insufficient to meet the current debt service payments on the Bond; (3) if Redeveloper has monetized the Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; or (4) if Redeveloper is the holder of the Bond, in the event of a shortfall of annual incremental taxes, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper unconditionally forgives any such shortfall amounts not reimbursed at the end of the fifteen (15) year period prescribed by the Act.
- (d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Redevelopment Project Area, further agree as follows:
 - (i) to pay all local ad valorem real estate taxes for the Redevelopment Project Area as levied and assessed before the same become delinquent; and
 - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Redevelopment Project Area or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and
 - (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any

law of the State of Nebraska or federal law with respect to the Redevelopment Project Area; and

- (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to the Redevelopment Project Area or Redevelopment Project; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
- (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by Redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes are divided in relation to the Redevelopment Project.

Section 4. Release and Indemnification.

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “Indemnified Parties”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area. Provided, however, such release shall not be deemed to include such liability actions arising directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the Indemnified Parties on the Bond or any indebtedness contemplated hereunder shall be limited solely to the incremental ad valorem taxes generated from the Redevelopment Project pledged as security for such indebtedness. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Agreement.

Redeveloper and Agency agree and acknowledge that this Redevelopment Agreement and the undertakings of Redeveloper and the Agency as herein provided for shall be considered

as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Redevelopment Project Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Agreement it is binding and obligating any and all of its interest in the Redevelopment Project Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Redevelopment Project Area against the claims and interests of any and all persons. Redeveloper shall record a copy of this Redevelopment Agreement, or memorandum thereof in a form approved by the Agency, against all real estate located in the Redevelopment Project Area and such document shall remain of record until the Bond has been paid in full or matured. The Agency shall have the authority to execute any such memorandum without additional public determinations or meetings. As and to the extent that this Redevelopment Agreement does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Agreement. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redevelopment Project Area after the recording of this Redevelopment Agreement and before the issuance of the Bond. After the Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Agreement and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Redevelopment Agreement.

Section 6. Default and Remedies upon Default.

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “Events of Default” under the terms of this Redevelopment Agreement:
 - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Agreement;
 - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;
 - (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to the Redevelopment Project or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or

- (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.

- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper (1) may suspend its performance under this Redevelopment Agreement, including suspension of contracting for TIF-Eligible Improvements or disbursement of monies for Eligible Costs or other improvements until receiving adequate assurances from Redeveloper or Agency that Redeveloper or Agency has cured the default and will continue performance under this Redevelopment Agreement; and (2) may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Agreement; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct private improvements, TIF-Eligible Improvements, or the Redevelopment Project.

- (c) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the TIF-Eligible Improvements. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the City Treasurer and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall

accrue on the amount expended by the City or Agency at the rate provided in the Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Agreement an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall repay the same to the Agency within thirty (30) days' written demand thereof. Provided, however, the remedy set forth in this provision shall not apply if construction of the Redevelopment Project has been completed and is fully assessed.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Agreement is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
- (g) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall constitute an Event of Default after the Redevelopment Project has been completed and the proceeds of the Bond have been disbursed in full.

Section 7. Status of Agency and City.

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of the Redevelopment Project for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

Section 8. Manner of Sale of Bond.

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Agreement undertakes any responsibility with respects to the sale or placement of the Bond. Any such sale or placement of the Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "E". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset so that no bankable currency is exchanged between the Parties at closing of the Bond, notwithstanding other payments required hereunder. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF revenues.

Prior to issuance of the Bond, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the Redevelopment Project and issuance of the Bond in the amount of \$15,000, less any such payments previously made by Redeveloper to the Agency or its special counsel with respect to the Redevelopment Project. Such reimbursement shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

Section 9. Indemnification and Penal Bond

Redeveloper hereby agrees to indemnify and save the City and Agency harmless from any payment or liability to which the City or Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. If applicable, Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under Section 18-2151 of the Act.

Section 10. Additional Parties Added as Redeveloper.

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

Section 11. Redevelopment Agreement Binding Upon Successors and Assigns.

This Redevelopment Agreement is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Bond as third party beneficiaries. This Redevelopment Agreement shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, upon the prior written approval of the Agency, not to be unreasonably withheld. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Agreement, in whole or in part, to

any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Agreement (as and to the extent of any such assignment with respect to the assignee). No assignment by Redeveloper to the assignee shall be effective until a written instrument binding the assignee under the terms of the Plan and this Redevelopment Agreement (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the assignee and recorded in the real estate records of Platte County, Nebraska, with respect to the Redevelopment Project Area.

Section 12. Titles of Sections.

Any titles of the several Sections of this Redevelopment Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 13. Notices.

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

4J Capital, LLC
Attention: Jeff Royal
5420 Nicholas St.
Omaha, Nebraska 68132

with a copy to:

Cline, Williams, Wright, Johnson & Oldfather, LLP
Attention: Andrew Willis
233 South 13th Street
1900 US Bank Building
Lincoln, NE 68508

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

Section 14. Severability.

If any provision of this Redevelopment Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Agreement shall not affect the remaining portions of this Redevelopment Agreement or any part thereof.

Section 15. Counterparts.

This Redevelopment Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 16. Law Governing.

The Parties agree that this Redevelopment Agreement shall be governed and construed in accordance with the laws of Nebraska.

Section 17. Time of the Essence.

Time shall be of the essence of this Redevelopment Agreement.

Section 18. Termination.

This Redevelopment Agreement shall commence as of the date first above written and shall terminate upon the earlier of fifteen years after the effective date set forth in the Resolution or payment of all principal and interest owed toward the Bond.

Section 19. Force Majeure Event.

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Agreement in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by

acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

Section 20. Effect of Redevelopment Agreement.

This Redevelopment Agreement (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Agreement shall be of any force and effect.

(Signatures on following pages)

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Redevelopment Agreement to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA

By: Charlie Bahr
Chairperson (Council President)

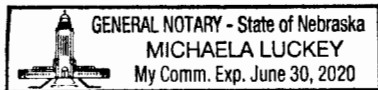
ATTEST:

Janelle Kline
Secretary (City Clerk)



STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by Charlie Bahr, Council President, and Janelle Kline, City Clerk, of the governing body of the Community Development Agency of the City of Columbus, Nebraska on behalf of such agency.



Michaela Luckey
Notary Public

Exhibit "A"
Redevelopment Project Area

Redevelopment Project Area Legal Description:

The Flats Addition, a plat of the Southwest Quarter of Section 16, Township 17 North, Range 1 East of the 6th P.M., and a replat of Lots 32 and 33, Block 'A', Village 1st Addition, an Addition to the City of Columbus, Platte County, Nebraska.

TOGETHER WITH

All public rights-of-way contiguous thereto.

THE FLATS ADDITION FINAL PLAT

A PLAT OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M. AND A REPLAT OF LOTS 32 AND 33, BLOCK 'A', VILLAGE 1ST ADDITION, AN ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SEC. 16-117N-R1E (NOT PART OF THIS FINAL PLAT)

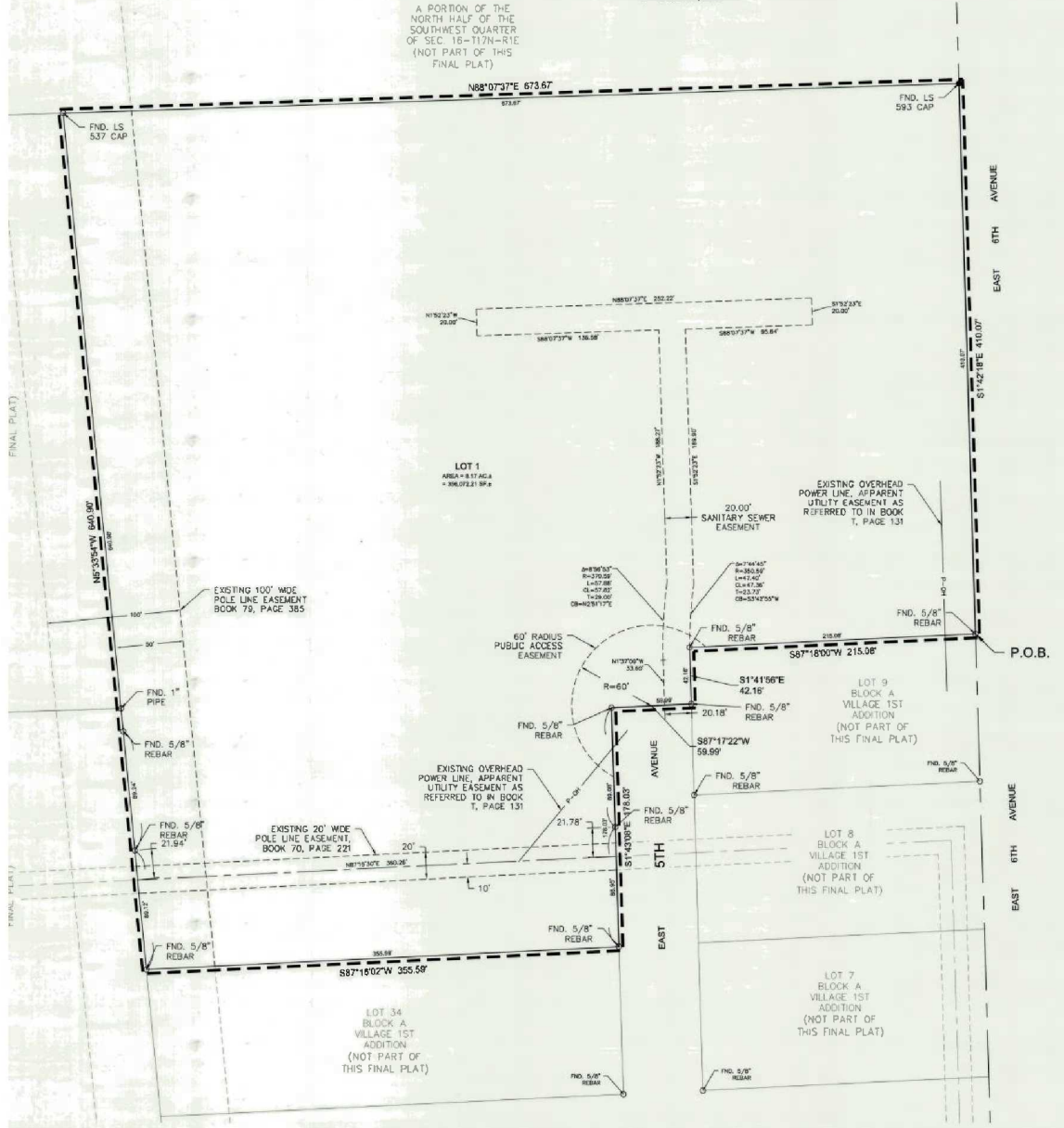
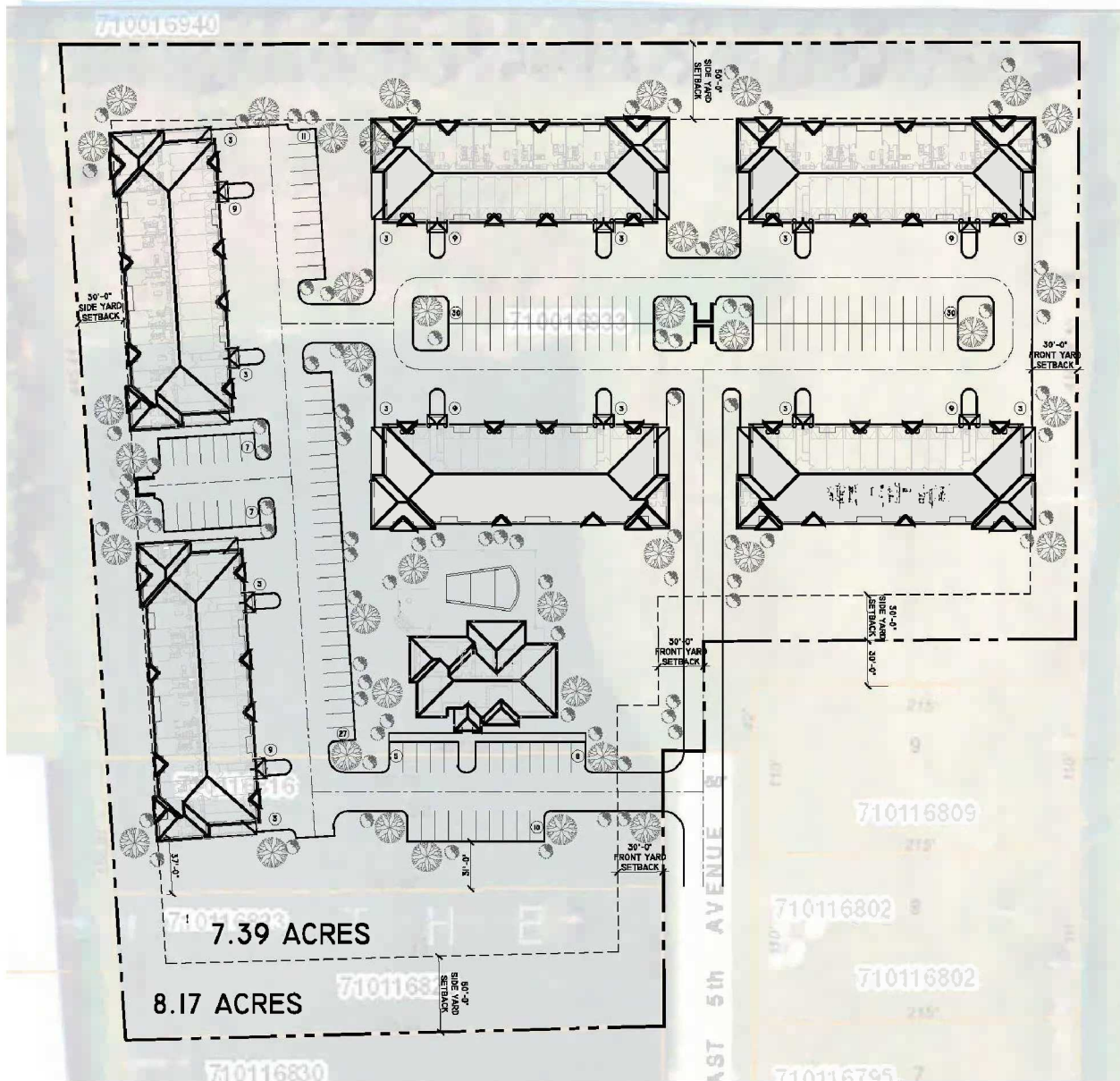


Exhibit "A"

Exhibit "B"
Redevelopment Project Plan



* The attached depiction is a preliminary site plan for reference purposes only and is subject to change.

Exhibit "C"
Projected TIF Sources and Uses

Projected TIF Sources:

Tax Levy	1.92369
Interest Rate	5.0%
Number of Years	15
Bond Amount	Not to Exceed \$2,866,500

Property Valuation:

	Assessed Val.	Est. Taxes
Pre-Project	\$217,230.00	\$4,137.04
Completed Project	\$14,624,071.00	\$278,508.57
Difference	\$14,406,841.00	\$274,371.53
Annual TIF Amount:	\$274,371.53	
Total TIF Amount:	\$4,115,572.95	

* The projected Total TIF Amount provided above contemplates completion of an apartment complex consisting of approximately 180 market rate residential units, 303 parking units, and a 3,400 square foot clubhouse on or before December 31, 2020. No increase in assessed valuation attributable to 2019 taxes is included as part of the anticipated Total TIF Amount.

Projected TIF Uses (i.e., TIF-Eligible Improvements and Eligible Costs):

Land acquisition	\$592,400
Façade Enhancements**	
Vinyl to Hardwood	\$323,220
Vinyl to Stone/Masonry	\$247,353
Site Preparation	
Earthwork/Surcharge	\$425,000
Utilities	
Water and Sewer	\$110,000
Storm Water	\$110,000
Fire/Domestic Water	\$70,000
Electrical	\$85,000
Sidewalks	\$102,907
Energy Enhancements**	
13 SEER to 15 SEER	\$465,400
Architecture and Engineering fees	\$205,294
Legal fees	\$25,000
Construction Management General Conditions	\$128,309
<u>Construction Management fees</u>	<u>\$134,724</u>
TOTAL:	\$3,024,607

* The above figures are only estimates of the Eligible Costs and other costs, and such actual costs will be reflected in the cost certifications required under Section 2 of the Redevelopment Agreement.

** Eligible Costs are projected to be in excess of \$2,866,500, but the Bond is limited to \$2,866,500, which is approximately the principal sum generated by the projected incremental ad valorem real property taxes collected in relation to the Redevelopment Project accounting for a 5 percent interest rate paid on the Bond. Under no circumstances shall the principal paid on the Bond exceed the Eligible Costs actually expended and evidenced by Redeveloper.

*** All Eligible Costs contemplated in the Plan and not otherwise specified herein shall be included as Eligible Costs for purposes of this Redevelopment Agreement under this Exhibit "C".

Exhibit "D"
Form of Bond

UNITED STATES OF AMERICA

STATE OF NEBRASKA

COUNTY OF PLATTE

TAX INCREMENT REVENUE BOND OF

**THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA
(4J CAPITAL, LLC, REDEVELOPMENT)**

SERIES 20__

Dated Date: _____

Principal Amount

Interest Rate Per Annum

Final Maturity Date

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency for the City of Columbus, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 202__ and semiannually thereafter on December 1 and June 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, at City Hall, in Columbus, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person

Exhibit "D"

entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of _____ Dollars (\$ _____) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Agreement (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Columbus, Nebraska, on _____, 2019, as amended (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, as amended, and has been duly authorized by resolution passed and approved by the Council of the City of Columbus, acting as the governing body of the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the "Redevelopment Agreement" (as defined in the Resolution) and the terms and conditions of the Redevelopment Agreement are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Agreement and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after

Exhibit "D"

May 1, 20__ and which are attributable to valuation increases of the real estate described in the Redevelopment Agreement and within the Project Area based on any increase in the taxable value determined as of January 1, 20__.

Pursuant to the Resolution and Sections 18-2124 and 18-2150, R.R.S. Neb. 2012, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Columbus (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 R.R.S. Neb. 2012) and neither the State of Nebraska nor the City of Columbus shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Columbus, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Council of the City of Columbus, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Council President and City Clerk, all as of the Dated Date shown above.

Dated this ____ day of _____, 20__.

COMMUNITY DEVELOPMENT AGENCY
FOR THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: _____ (Sample – Do Not Sign)

Chairperson (Council President)

(Sample – Do Not Sign)

Secretary (City Clerk)

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency for the City of Columbus, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 20__	4J Capital, LLC	(Sample – Do Not Sign)

Exhibit "E"
Form of Investor Letter

_____, 20__

Community Development Agency
Offices of the City of Columbus
Attention: City Administrator
2424 14th Street
P.O. Box 1677
Columbus, NE 68602

Re: Tax Increment Revenue Bond of the Community Development Agency of
the City of Columbus, Nebraska (4J Capital, LLC, Redevelopment), Series
20__

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above Bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of Redeveloper

for said project (the “Redeveloper”) and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF COLUMBUS, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF COLUMBUS OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by 4J Capital, LLC, a Nebraska limited liability company, as redeveloper related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of redeveloper.

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

4J CAPITAL, LLC, a Nebraska limited liability company

By: _____

Name: _____

Title: _____

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
October 14, 2019

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on October 14, 2019, at 4:05 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Vice Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Prent Roth. Council Member Ron Schilling was absent. City staff members present included City Administrator Tara Vasicek, City Engineer Rick Bogus, and City Clerk Janelle Kline. Also present were Mayor James Bulkley and Council Member Beth Augustine-Schulte.
2. **Minutes of the September 9, 2019, Traffic Control Device Committee.** A recommendation was made to the mayor and city council that the minutes of the September 9, 2019, Traffic Control Device Committee meeting be approved with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
3. **Proposed construction of sidewalk on east side of 10 Avenue from existing sidewalk south of 19 Street to north side of 17 Street; on west side of 10 Avenue south of 17 Street to north side of 15 Street; and on north side of 15 Street to existing sidewalk east of 12 Avenue.** Bogus explained the procedure for installation of sidewalks and concurrence of the committee was that the affected property owners should be notified prior to consideration by the city council. A recommendation was made to the mayor and city council that staff be authorized to order affected property owners that a sidewalk be installed on the east side of 10 Avenue from existing sidewalk south of 19 Street to north side of 17 Street; on the west side of 10 Avenue south of 17 Street to north side of 15 Street; and on the north side of 15 Street to existing sidewalk east of 12 Avenue by May 15, 2020, in accordance with City Code and notification of the November 4, 2019, city council meeting should be sent to affected property owners where this report will be included on the agenda for consideration with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
4. **2020 Pavement Management Program and Priority List.** It was noted that the pavement program is a tool to provide guidance for staff and is subject to change

as priorities change.

Schilling arrived at 4:22 p.m.

A recommendation was made to the mayor and city council that the 2020 Pavement Management Program and Priority List be approved as presented with a motion by Bahr and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".

5. **Request from City of Columbus to vacate a portion of 24 Avenue from 12 Street north to the alley.** A recommendation was made to the mayor and city council that the request to vacate a portion of 24 Avenue from 12 Street north to the alley be approved with a motion by Schilling and a second by Bahr. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
6. **Adjourn:** The meeting adjourned at 4:30 p.m. with a motion by Kresha and a second by Schilling. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".

OFFICE OF THE CITY CLERK
: Janelle Kline

TRAFFIC CONTROL DEVICE COMMITTEE
MINUTES

September 9, 2019

1:30 P.M.

ROLL CALL: Rick Bogus, Chief Sherer, Tara Vasicek, Chuck Sliva and Shane Crumley for Jay Nickolite.

Approval of minutes from July 8, 2019 meeting.

Vasicek moved and Chief Sherer seconded to approve the minutes of the July 8, 2019 meeting. All voted "Aye". Motion carried.

- I. Review signage for 27th Street. Received letter of concern and requested a "Children At Play" sign. (Citizen)

After discussion, it was determined to put the Police Department's speed trailer on 27th between 1st & 3rd Avenue to collect more data to see what volume is in the area.

Vasicek moved and Chief Sherer seconded to put Police Department's Speed Trailer on 27th between 1st & 3rd Avenues. All voted "Aye". Motion carried.

- II. Review parking along S Rose Lane & N Rose Lane. Complaint received about vehicles parking on the sidewalks (Tara)

After discussion, it was determined to begin with an educational campaign on parking. Tara will draft a letter to send to the residents explaining concerns brought to our attention with parking on sidewalks, etc. Affecting ADA, look at making one side of street no parking.

Motion made by Chief Sherer and seconded by Vasicek to send a letter to the residents. All voted "Aye". Motion carried.

- III. Traffic Control Sign Approval 10th Street West of 30th Avenue. 33rd Avenue Frontage Road between 8th & 19th Streets (Rick)

Signs are in place; however, for the record and the approval must go through the council to allow Police Department to enforce.

Motion made by Chief Sherer and seconded by Vasicek to approve the Traffic Control Sign. All voted "Aye". Motion carried.

IV. Parking at / near Middle School (Chief Sherer)

Bottleneck issues on 23rd Avenue during school time when attempting to turn on 25th & 26th Streets. After discussion will make east side of 23rd Avenue no parking and match existing time restriction signs from 24th to 26th Street. Request was to install as soon as possible.

Vasicek made a motion and Sliva seconded to put "No Parking Signs" with current time restrictions. All voted "Aye". Motion carried.

V. Put a School Zone in place on 10th Avenue & 7th Avenue on 2nd Street (citizen)

After discussion will collect more traffic data with the Police Department's speed trailer on 2nd Street between 7th & 10th Avenues during school days. Will compare the findings with the HDR data on the school crossings.

Chief Sherer made a motion and Vasicek seconded to put speed trailer on 2nd Street between 7th and 10th Avenues. All voted "Aye". Motion carried.

VI. 7th Avenue & 2nd Street reduce to 2 way stop (citizen)

After discussion with this item and item VII the current operations will remain the same. All feel that if these were removed would result in reduction of safety.

Sliva moved and Vasicek seconded to remain the same. All voted "Aye". Motion carried.

VII. Lovers Lane 4 way stop reduce to 2 way stop going North & South (citizen)

Discussed & determined with Item VI.

VIII. Review of Traffic Device needs within the City

Remove 10 Minute Park Signs that are in front of the Downtown Hotel (27th Avenue) since coffee place is no longer there which had requested these stalls.

Sliva moved and Vasicek seconded for the removal of 10 Minute Parking Signs. All voted "Aye". Motion carried.

VX. Review of Action Items

A. Columbus Downtown Parking Review (Rick) Not completed but working on.

B. Sign Maintenance/Replacement Plan Draft Review (Jay / Chuck) Plan is complete being reviewed by all parties.

C. Update for Deflector placement Lost Creek Parkway and 3rd Avenue Viaduct (Jay / Chuck) Ongoing all items are here and on the list for completion.

- D. Road by new Fire station not all public right-of-way. Final plat is still in works (Rick) Working with the Attorney on what we should do with this.
- E. Speed Traffic results for 53rd Street continued from last meeting (Recording device out of commission) (Chief Sherer) Trailer back in operation and will be putting trailer out to collect data.
- F. Speed Trailer Data continued from last meeting (Recording device out of commission) (Chief Sherer) Trailer back in operation and will be putting trailer out to collect data

ADJOURNMENT With no further business to discuss, a motion was made by Chief Sherer and seconded by Sliva to adjourn the meeting. All voted "Aye". Motion carried.

The City of **Columbus**

MEMORANDUM

DATE: October 9, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Pavement Management Program

RECOMMENDATION:

Approval of the 2020 Pavement Management Program and Priority List for use by the Engineering and Public Works Departments for design and scheduling of roadway rehabilitation services.

DISCUSSION:

The Engineering Department and Public Works Department have worked together for several years on the locations and priorities of street concrete or asphalt rehabilitation. The City has over 500 lane miles of streets and its estimated that the cost of rebuilding the pavement would be about \$250 million.

The departments conduct pavement condition surveys which includes a visual analysis and testing if needed, to determine paving defects, extent of roughness or rutting, and if stormwater is entering the subgrade. The locations are then field data collected with global position satellite coordinates. The projects are then determined if the work can be done by the Street Department or should be included in the Engineering design, bid, and contractor build project. Annual projects are then determined based on priority and amount of funding available in the fiscal year budget.

The attached list contains those locations in the current fiscal year for inclusion in the Concrete and Asphalt Rehabilitation Plans and Specifications for construction in 2020 along with the remaining list. The roadway conditions are constantly being evaluated, thus the need to revise the priorities and add to the list.

FISCAL IMPACT:

City Council sets the annual street rehabilitation budget amount each fiscal year.

ALTERNATIVE:

Revise the priority order and/or include additional locations

CONCURRENCE:

By: Chuck Sluts

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

Engineering Design and Bid Projects

Priority	Project Description	Cost Estimate	Notes	FY
1	14th Street - 33rd Avenue to 23rd Avenue (asphalt overlay)	\$ 266,470.00	Milling and overlay	2020
2	14th Street - 33rd Avenue to 23rd Avenue (concrete)	\$ 468,630.00	Curb, patching and ADA ramps	2020
3	12th Avenue - 16th Street to 17th Street	\$ 155,000.00	Total remove and replace	2020
	12th Avenue - 8th Street to 10th Street			
4	Mimick Lane, 31st to 24th Streets	\$ 255,230.00	Various concrete patching	2020
5	22nd St. between 40th Ave. & Gruenther Drive	\$ 160,300.00	Various concrete patching	2020
6	Howard Boulevard 19th to 23rd Streets	\$ 123,720.00	overlay	2020
7	33rd Avenue, 27th Street to 38th Street	\$ 85,850.00	Various concrete patching	
8	15th Street 23rd Avenue to 10th Avenue - Concrete Repair	\$ 415,174.00	Curb, patching and ADA ramps	
9	15th Street 23rd Avenue to 10th Avenue - Asphalt Project	\$ 212,213.00	overlay	
10	48th Avenue 23rd Street to 38th Street	\$ 715,200.00	Various concrete patching	
11	17th Street - 33rd Avenue to 26th Avenue 23rd Avenue to 10th Avenue - Asphalt Project	\$ 374,777.00	overlay	
12	17th Street - 33rd Avenue to 26th Avenue 23rd Avenue to 10th Avenue - Concrete Project	\$ 309,870.00	Curb, patching and ADA ramps	
13	Wagner Lake subdivision	\$ 1,882,138.00	Various concrete patching	
14	36th Street from 48th Avenue to 50th Avenue	\$ 318,940.00	Various concrete patching	
15	45th Avenue from 11th Street to Sunrise Place - Sunrise Place & Solar Place	\$ 307,980.00	Various concrete patching	
16	35th Street 40th Avenue to 50th Avenue include Int. of 35th & 50th	\$ 250,060.00	Various concrete patching	
17	33rd Avenue - 27th Street to 38th Street	\$ 490,240.00	Various concrete patching	
18	26th Avenue - Kummer Drive to 31st Street	\$ 243,760.00	Various concrete patching	
19	Gruenther Drive 19th Street to 20th Street 20th Street to Gruenther Dr. to Cul-De-Sac	\$ 76,300.00	Various concrete patching	
20	3rd Avenue - 23rd Street to Air Vista Drive	\$ 310,084.00	Various concrete patching	
21	18th Avenue - 23rd Street to 38th Street	\$ 300,900.00	Various concrete patching	
22	55 Lakewood Drive	\$ 11,030.00	curb and gutter add for drainage	
23	2nd Street from 7th Avenue to 10th Avenue & 9th St. 2nd Street to Lovers Lane	\$ 280,932.00	Various concrete patching	
24	19th Street - Howard Blvd W. to 48th Avenue	\$ 235,704.00	Various concrete patching	
25	19th Street - 10th Avenue to 3rd Avenue	\$ 166,278.00	Various concrete patching	
26	25th Street - 25th Avenue to 26th Avenue	\$ 117,100.00	Various concrete patching	
27	Downtown Nodes 24th Avenue & 13th Street All Four Corners, 28th Avenue & 13th Street NE & SE Corners	\$ 126,822.00	ADA Upgrade	
28	Christopher Cove subdivision	\$ 948,200.00	Various concrete patching	
29	Cul-De-Sac 16th Street & 12th Avenue	\$ 92,230.00	Various concrete patching	

Street Department Projects

1	5th Street and 21st Avenue Manhole			FY
2	Alley approach 14th Street and 31st Avenue			
3	Patch 8th Street between 21st Avenue and 22nd Avenue			
4	Curb replacement on 1570 25th Avenue			
5	Patch repairs, 5th Street - 24th - 25th Avenues			
6	Street, 24th Street - 5th Avenue			
7	18th Avenue FNB east side 18" Patch (sunk)			
8	Maple Park, 39th Street			
9	28th Avenue & 6th Street Intersection Drainage			
10	8th Street - 21st Avenue North Lane Patch Low Spot			
11	ADA's, several needed, 34th Avenue & 36th Street plus others			
12	Alley approaches. 33rd, 26th, 23rd Avenue from 23rd St. to 11 Street			
15	Several Expansion areas, 18th & 28th St., 5th St. & 21st Ave., 1st & 17th Ave., 18th and 5th St., 7th Ave. & 27th St., 1st & 16th Ave., 18th Ave. & 30th Street			
16	19th Street - Sunset Lane			
17	19th St. & 43rd Avenue			
18	2967 41st Avenue			
19	29th St. & 4th Ave. catch basin cover			
20	53rd Ave. spillways to drainage Obrist			
21	30th Ave. & 9th St. west side, low sunken down			
22	23rd Ave. & 7th St. SW half dip sunken			

The City of **Columbus**

MEMORANDUM

DATE: October 10, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Street Vacation Request: Portion of 24th Avenue from 12th Street north to alley

RECOMMENDATION:

I recommend the approval of the street right-of-way vacation of the west 22-feet of 24th Avenue abutting Original City, Block 83, Lot 8 which is further described from the north right-of-way line of 12th Street to the south right-of-way line of the alley between 12th and 13th Streets.

DISCUSSION:

An existing building dock, which has been there for several decades, resides over the area to be vacated. The owner of the building is developing the property into residential and thus this portion of the street right-of-way will need to be abandoned to have ownership. No public or private utilities are located in the vacated area. The remaining 58 feet of 24th Avenue right-of-way width at this location will remain.

The City Attorney's office will provide the Ordinance and file in the Platte County Courthouse upon City Council approval.

FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

SIGNATURE:

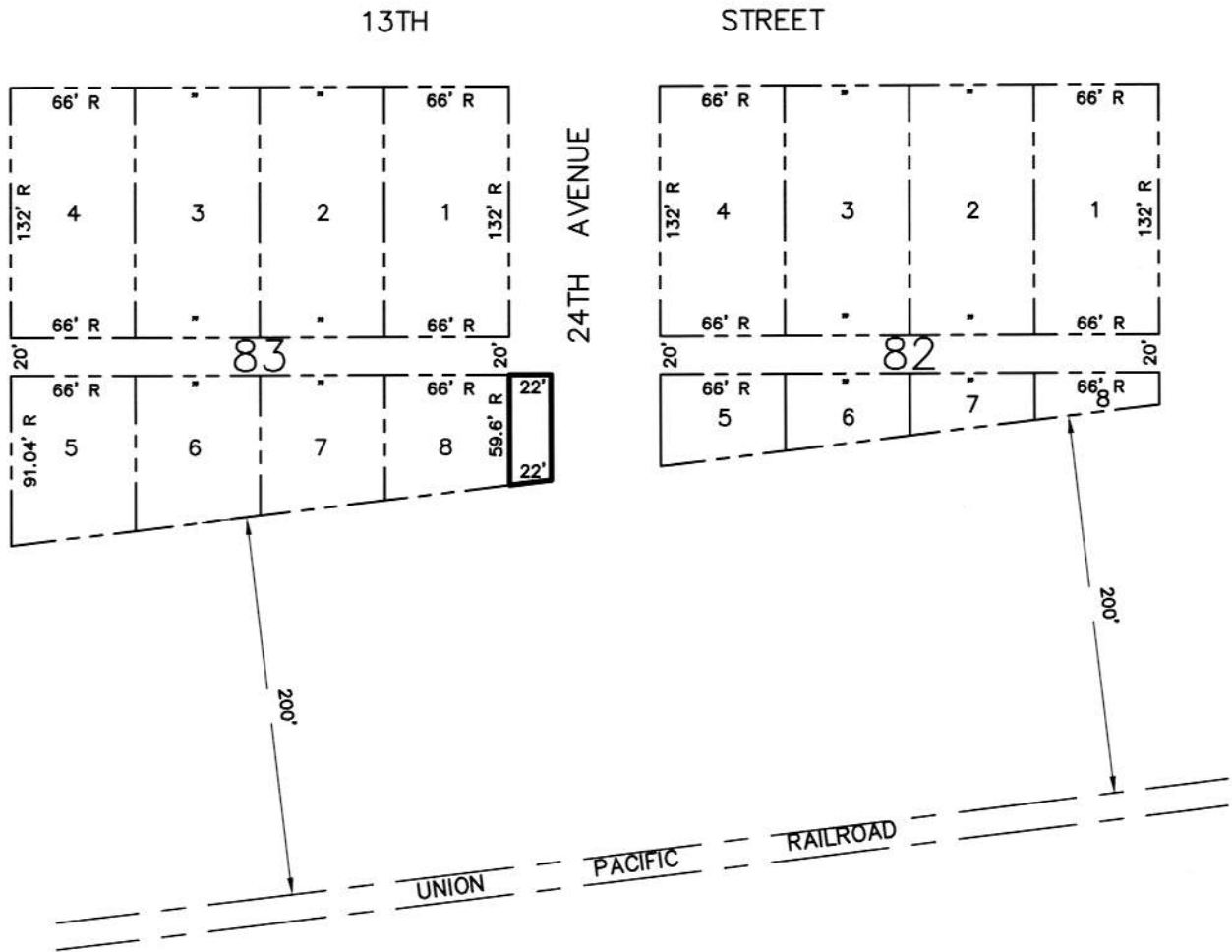
By: 

Approved By: Tara Vasicek

(Vacation of Street or Alley Request Form Continued)

4. Attach written correspondence on company/department letterhead from all public (City water, sewer, and street departments) and private utility companies regardless of whether said utilities have structures in the requested street or alley to be vacated or narrowed.
5. Complete required forms:
 - a. Vacation of Street or Alley Petition
 - b. Vacation of Street or Alley Individual with Notary
 - c. Vacation of Street or Alley Corporation with Notary
6. Submit all completed forms to City Clerk a minimum of one week prior to and for inclusion in the Public Property, Safety, and Works Committee and Planning Commission agendas. The Public Property, Safety, and Works Committee and Planning Commission will act on the Street or Alley Vacation Request and make a recommendation to the City Council.
7. Procure an Attorney to obtain an Ordinance. Submit Draft Ordinance to City Clerk for review by City Attorney.
8. Ordinance placed on City Council agenda for consideration.
9. Upon City Council approval, Owner to file with Platte County Register of Deeds.

EXHIBIT A



Legal Description

The West 22.00' of 24th Avenue lying adjacent to Lot 8, Block 83, Original City of Columbus, Platte County, Nebraska.

1" = 100'
10/10/19
BDB
DWG

The City of **Columbus**

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Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

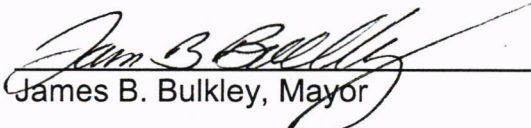
DATE: October 7, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for appointment at the October 21, 2019, City Council meeting per City Council Rules.

COLUMBUS HOUSING AUTHORITY: (Five-Year Term)

Anne Kinnison, 3920 Barrington Place, Columbus, Nebraska

Anne Kinnison joined the City of Columbus as Finance Director in 1994, retiring in 2018. Anne's certifications include Certified Public Accountant and Certified Government Financial Manager. She has served in leadership positions in a variety of state and local organizations. Locally, she is a member of Rotary International – Columbus Noon Rotary Club, and on the Columbus Area United Way Board. Anne also serves on two committees entitled Short-Term Recovery Committee and East Central Long-Term Recovery Group that have been activated due to the 2019 spring flood. Anne and her husband Logan have three adult children and eight grandchildren, and are members of St. Isidore Church.


James B. Bulkley, Mayor

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MEMORANDUM

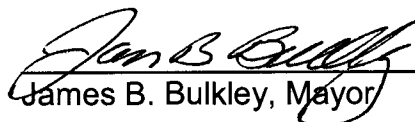
DATE: October 16, 2019
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name of Timothy Moser for appointment to the position of Firefighter/EMT/Hazmat Tech. Per Council Rules the two week waiting period is waived for an appointment of paid firefighter.

The Civil Service Commission certified the following three firefighter candidates at their meeting held Wednesday, September 18, 2019: Timothy Moser, Jose Audelo Rios, and Derek Salak.

Timothy Moser lives in Columbus, NE and is a graduate of York High School. He earned his Bachelor's Degree in Education, Health Physical Education, Strength Training and Coaching from the University of Nebraska-Kearney. He has been employed with the City of Columbus as a Water Utility Maintenance Worker since September 2018.

Mr. Moser has certification as Firefighter 1, Firefighter Instructor 1, EMT, and HAZMAT. Tim is currently a volunteer firefighter for Columbus since 2018, and for the Duncan Rural Fire District since 2015.


James B. Bulkley, Mayor

**Columbus Police Department
Memorandum
For Record**

DATE: October 3, 2019

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: E Citation equipment and software

RECOMMENDATION:

The Police Department is required to move towards Electronic Citations (E-Citations) by January 1, 2020.

Brite Communications, who has a State Bid for Fujitsu computers and E-Citation bundles bid, is at ~~\$38,938~~ ^{36,938} dollars to equip 7 units. This bid is to equip 3 new units, 2-SRO units and 2 CST units.

I recommend accepting the bid from Brite Communications of ~~\$38,938~~ ^{36,938} to equip 7 units.

DISCUSSION:

Pursuant to the to the Nebraska State Supreme court administrative order requiring all Law Enforcement agencies within the State of Nebraska, who write five hundred or more citations a year, to move to E-Citations by January 1, 2020, we are requesting expending money to equip 7 units this year. Along with equipping the vehicles with the necessary equipment. This will be the second phase of equipping all patrol units and CST's with this capability. Along with equipping the vehicles, we will have an additional expense of going on the State of Nebraska software (TraCs).

The Columbus Police Department is in the process of completing the first phase of this process and is in a position to begin this phase.

I am asking that you approve Brite Communications bid of ~~\$38,938~~ ^{36,938}.

Thank you for your time

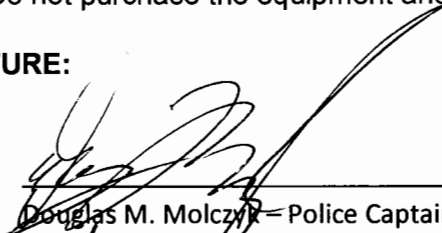
FISCAL IMPACT:

The equipment purchase and installation are part of the 2019-2020 Capital Expenditures for the E-Citation program and will be paid for by Sales Tax revenue.

ALTERNATIVES:

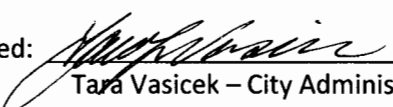
Do not purchase the equipment and have it installed.

SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator



7647 Main Street Fishers Victor NY 14564
 Telephone: (585) 758-0200
 FAX: (585) 758-0222
 Toll Free: (800)-333-0498
 salesinfo@britecomputers.com
 WSCA: NE: Fujitsu: 14255OC: MNWNC-111

Quote

Page 1 of 2

Date of Quote

10/3/2019

Quote

Q82232

Bill To	Ship To
Columbus Police Department - NE 2419 14th Street Columbus NE 68601	Columbus Police Department - NE 2419 14th Street Columbus NE 68601

Quote Expiration Date	Terms	PO #	Sales Rep
11/30/2019			Brian K Denomme

Part Number	Description	Qty	Unit Price	Extended
FUJ-BQQ0010000WAAAWB	STYLISTIC Q738,i7-8650U, vPRO, 16GB,13.3 FHD, AG,128G M.2,WWAN,WLAN, vPRO,TPM2.0,FP,19V/65W(3-Pin),WIN10PRO-O 2,1YR,MMode Util,ES	7	2,076.00	14,532.0
FUJ-FUJ38-1631-01	Fujitsu 3-Year Accidental Damage Protection (ADP) (3-Year ADP + 2-Year Extension of Standard International Limited Warranty)	7	239.00	1,673.0
FUJ-FPCCO202AP	Fujitsu Q738 Protective TPU Cover w/ Kickstand, Handstrap & Shoulder Strap	7	128.00	896.0
BR-FUJQ-DOCK	Q-Series Active Dock with swing away mount and complete electronics - 3yr	7	1,400.00	9,800.0
LUN-LI-FUJ-Q738DCSA	Fujitsu Q738 Active Dock for Swing Away Mount - 3 Yr Warranty	7	0.00	0.0
LUN-LI-UNV-SASK3-ND	Swing away with TG3 Keyboard tray	7	0.00	0.0
TG3-KBA-BLTX-USNNR-US	TG3 Rugged Keyboard - 83 Key - Backlit - Touchpad - USB - Straight Cord	7	0.00	0.0
LIN-FJ1950-4522	Lind DC Adapter for Fujitsu Stylistic Q-Series Dock, 6' R/A OP, Bare-Wire input	7	0.00	0.0
ACC-ST4200USBM	Startech 4-Port Industrial USB 2.0 Hub with ESD Protection	7	0.00	0.0
ACC-USB-STAR	3 ft A Right Angle to B Right Angle USB Cable - M/M - USB - 3 ft - 1 x Type A Male USB - 1 x Type B Male	7	0.00	0.0
LUN-CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	7	0.00	0.0
E-CITATION HARDWARE BUNDLE				
BR-MOB-THERM	Mobile Thermal Package	7	625.00	4,375.0
LUN-PPJ-HDARM-WF	H/D Flip up Armrest with Brother/PocketJet	7	0.00	0.0



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Quote

Page 2 of 2

Date of Quote

10/3/2019

Quote #

Q82232

Part Number	Description	Qty	Unit Price	Extended
	latching Roll fed Printer mount for Base Plate			
BRO-PJ722	PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	7	0.00	0.0
BRO-LB3603	Brother 10FT USB Cable	7	0.00	0.0
BRO-LB3692	Car Adapter - Wired - 14 Foot Length for Ruggetjet4 - PocketJet 3 (PLUS) and PocketJet 6 (PLUS)	7	0.00	0.0
BR-MOB-IMG	Mobile Image Accessor	7	324.00	2,268.0
BR-MOB-THERM-P	Standard Roll Paper - 7 Year Archiveability 36 Rolls Per Pack (100 pages per roll)	1	244.00	244.0
BR-LAB-INSTALL	Vehicle equipment installation services (per vehicle)	7	450.00	3,150.0
	NOTE: Part numbers may change at time of order, for any questions/changes or to place your order, please contact: Brian DeNomme Public Safety Territory Manager 605-553-6620 mobile bdenomme@britecomputers.com			

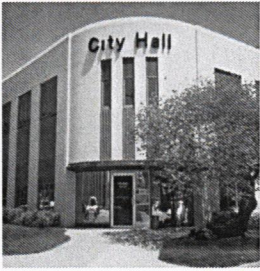
Subtotal 36,938.00
Freight (Drop Ship) 0.00
Total \$36,938.00

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Q82232



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Fax (402) 565-0660

memorandum

DATE: October 14, 2019
TO: Tara Vasicek, City Administrator
FROM: Pam Sybrant, Communications Director
RE: Purchase of Computer Aided Dispatch (CAD) Program

RECOMMENDATION:

Approve the purchase of the Computer Aided Dispatch Software program from Central Square.

DISCUSSION:

On October 1st, 2019 the Joint Communication Center began operation at the new location at the Columbus Airport. Because of the consolidation it became obvious that the CAD system being used by the Columbus PD was inadequate to handle all the departments now involved. With each agency using different systems it is impossible to have a truly consolidated system. With the need to update the system and additional agencies joining together it was imperative that a new CAD System be purchased. Not only will this unite the agencies and give more seamless service. It will provide the citizens of Platte County and the surrounding areas with the best service possible from all emergency services (law enforcement, fire and EMS) through a seamless transition from initial contact at dispatch to the processing of the call through each perspective department. It is the utmost importance to answer every call with accuracy and speed and with the purchase and implementation of this new CAD system this will give the communication specialists the tools to handle each call in a timely and accurate way. With the modules for Records Management and Jail that the Columbus Police Department and Platte County Sheriff's Department will be utilizing as well as the Firehouse Interface for the Columbus Fire Department, it provide a truly seamless interaction between the Joint Communication Center and all law enforcement and fire/EMS providers in Platte County.

FISCAL IMPACT:

This will be included in the CIP #20-112 involving the Joint Communications project. The total for project will be \$458,789.00. This above the projected amount due to the data conversion from both the Columbus Police Department and the Platte County Sheriff's Department. The data conversion was not included in the original price quote. The data conversion added an additional \$21,600.00 to the original quote of \$437,189.00.

ALTERNATIVE:

There was no alternative as this is through the same company as the current CAD system that Columbus Police Department is using and this is a system upgrade.

 Tara Vasicek, City Administrator

 Heather Lindsley, Finance Director





10-1-2019

To Whom It May Concern,

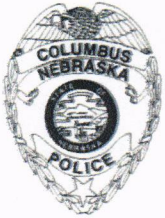
I am writing to express my support for the purchase of the new Computer Aided Dispatch Software program from Central Square. With this program it will bring all emergency services together on one platform. This is vital in providing the best customer service that we can to the residents of Platte County and the surrounding areas that we dispatch for. Within our industry time is the enemy. With this program we will be able to save valuable time by having access to more effective tools to process calls in a timelier manner across the board.

Once we are on the same platform it will make it possible for all emergency services and law enforcement in Platte County to use the same program so that all departments in our jurisdiction will have access to records that are vital to the effective operation of each department.

This will be one of the final steps in complete consolidation of emergency communications in Platte County. This will give us the tools needed to propel us in to the future as a leader in emergency dispatch and set us up to recruit other agencies to our facility in the future. With the purchase of the Computer Aided Dispatch system it will fully cover all of the needs of the communications center.

Sincerely,

Pam Sybrant, Director
Columbus/Platte County Joint Communications Center
2424 14th St
Columbus, NE 68601



COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

October 15, 2019

Ref: Zurcher (Central Square) CAD/RMS Software Program

To Whom It May Concern,

I am writing to express my support for the purchase of the new Computer Aided Dispatch Software program from Central Square. We are currently an H.T.E. user and that software has provided for all of our needs up to this point. But as times and needs change, so will the programs necessary to provide a seamless service to our community. If the new program is implemented properly and the system is used as demonstrated, then a long-time goal of mine will be realized in that it will reduce our paperwork, redundancy of data entry and streamline our systems as the Police Department moves into the future.

I'm excited to see how this new tool will enhance our customer service and improving our efficiency in responding to the needs of our constituents. Information does not only need to be timely, but it needs to be accurate; for my administrative staff and my officers in the field, I believe we will be more responsive in not only our call response, but better informed in the delivery of their services.

This software will also provide a common platform for the delivery of emergency services in not only Columbus, but in Platte County. It will also improve information sharing and coordinated responses to major incidents between law enforcement, fire and EMS services.

This will be one of the final steps in complete consolidation of emergency communications in Platte County. This will give us the tools needed to propel us in to the future as a leader in emergency dispatch and set us up to recruit other agencies to our facility in the future. With the purchase of the Computer Aided Dispatch system and Records Management system, it will fully cover all of the needs of the Columbus Police Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles L. Sherer".

Charles L. Sherer
Chief of Police
Columbus Police Department
FBI NA #261

Liberty in Law



PLATTE COUNTY SHERIFF'S OFFICE

Edward Wemhoff , Sheriff

2610 14th Street

Columbus, NE 68601-4960

Admin Phone: 402-564-9077 Emer Phone: 402-564-3229

Fax: 402-564-1662

Email: sheriff@plattene.us

October 2, 2019

The Platte County Sheriff's Office is in dire need of updating some of our records management systems. The current Records Management System (RMS) used by the Sheriff's Office is at end of life. After becoming sheriff in 2014, one of the first tasks I began to evaluate was our RMS. I did have the option of updating to a newer version of the software we are currently using, however I was informed that even that upgrade would only be supported for a few more years before the Sheriff's Office would be forced to move in another direction. I did not feel this to be a wise expenditure of county funds, as a different system would eventually have to be purchased in the near future. I have kept my fingers crossed since then, hoping our current system would continue to function.

At that time, I began to research other options that would serve the purpose for which we needed. As this search began, talks regarding a joint communications center also began making headway.

One of the primary programs we discovered, that would serve our needs, was a product produced by Zuercher. As we discussed with Zuercher our needs, I learned that their system could also replace other programs currently in use at the Sheriff's Office, which had also reached end of life. The program currently used by the Sheriff's Office for Civil Process management was beginning to fail and the company responsible for this program indicated to us that they would no longer be supporting our program, and at their direction, we began looking for another program to fit our needs. Zuercher provides a module that will fit this need as well.

As discussions proceeded forward, it became evident that a system, such as the Zuercher system, would also support my needs out at the Platte County Detention Facility. By combining the RMS, Civil Process and Jail Management all into one system, the Sheriff's Office could function under one program as a whole, in which the information from all three individual systems could be available and provide for a wide arrange of information available to all users.

As joint communications became a reality, a universal system across all users seemed to be a possible and supportive solution. I was also becoming aware of the fact that the prior system in use by the Columbus Police Department, was a sister company to Zuercher, making an upgrade to the currently system a simple possibility.

Now that this upgrade can be made a reality, I am in need of migrating data from my current RMS system into the new Zuercher RMS system, to maintain the vast amount of information currently recorded in the old system. I also need to migrate data from our current jail system, which is needed so as to maintain jail records that are necessary, as well as required by law.

With this necessary upgrade, the Sheriff's Office can continue to maintain accurate records, as well as be a provider of useful information to all users within the system.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Edward Wemhoff', written in black ink.

Edward Wemhoff
Platte County Sheriff



CENTRALSQUARE

TECHNOLOGIES

A Public Safety Software Solution PROPOSAL



**Prepared for
Columbus
Communications
Columbus, NE
September 16,
2019**

CentralSquare Technologies
4509 W 58th Street | Sioux Falls, SD
57108 | 605.274.6061 | 877.229.2205

Columbus Communications

September 16, 2019

Edward Wemhoff, Sheriff
Columbus Communications
2610 14th Street
Columbus, NE 68601

Dear Sheriff Wemhoff,

CentralSquare Technologies is pleased to provide this proposal to Columbus Communications (CC) for our CentralSquare Public Safety Suite Pro powered by Zuercher public safety software solution. As a follow-up to our recent discussion, this proposal will give CC additional insight into our company and CentralSquare Pro.

A few of the items which make us and our CentralSquare Public Safety Suite Pro unique are as follows:

- CentralSquare Technologies' focus is on public safety and public administration software.
- All of our products (CAD, RMS, Jail, Mobile, Civil, etc.) are **one** application with **one** database from **one** vendor: CentralSquare Technologies.
- We listen to our customers and develop and deliver the new features, functionality, and interfaces that are priorities to them.
- With our Custom Modules and Custom Forms, CC can truly go paperless and will have the flexibility to automate and track as much data as is chosen.
- Each module within CentralSquare Public Safety Suite Pro is a first-class component of our solution; each provides every agency with the best solution available today.
- CentralSquare Public Safety Suite Pro powered by Zuercher is extremely configurable, yet very easy to learn and use.
- We provide more services and take on more responsibility as part of our standard support and maintenance plan than our competition does, and we do it for less. Our support and maintenance includes 100% responsibility for the CentralSquare Public Safety Suite Pro physical server, operating system software, and Pro software.
- CentralSquare Technologies is a safe and smart decision for CC.

This proposal updates the document provided on July 31, 2019, with updated pricing.

If we are fortunate enough to earn CC's business, we will stand behind our commitment to deliver the required solution and complete the project with the same zealous pledge to customer support and service that we are known for throughout the United States.

Sincerely,



David Bateman
Account Manager
david.bateman@centralsquare.com
407.304.3470

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About CentralSquare Technologies

The CentralSquare Public Safety Suite Pro team is based out of the Center of Excellence in Sioux Falls, South Dakota, and has been providing public safety agencies with high-quality, fanatically supported software since 2003. In August 2018, Zuercher Technologies was one of the four innovative software businesses that merged to create CentralSquare Technologies, which is the largest public sector software company in the world. Prior to becoming CentralSquare, Zuercher and its subsidiaries had more than 2,030 customers in 43 states, Puerto Rico, and Spain, including more than 2,000 agencies under maintenance and support. Today, CentralSquare provides technology solutions that help over 7,650 public sector agencies deliver vital safety and administrative services to three out of every four residents of the U.S. and Canada.



CentralSquare Public Safety Suite Pro powered by Zuercher is continually updated to remain on the leading edge of technology and industry trends. CentralSquare Technologies does not rest on past achievements. We continue to expand and improve the functionality of CentralSquare Public Safety Suite Pro with three to four major releases per year. Agencies receive all updates and releases as part of the maintenance agreement with CentralSquare Technologies. Performing massive, disruptive software updates every three to five years is a thing of the past. New and improved functionality is added because CentralSquare Public Safety Suite Pro clients identify ways that the system can help them become even more efficient and effective.

CentralSquare Technologies provides a single, comprehensive level of support for CentralSquare Public Safety Suite Pro. If an agency has a question, no matter when or what, a CentralSquare Technologies Support representative will pick up the phone to answer it. The company backs the solution 100%. There are no arguments about whether the issue is with the hardware or the software – CentralSquare Technologies monitors, manages, and supports both.

Since its inception, CentralSquare Public Safety Suite Pro powered by Zuercher has held one of the highest customer retention rates in the industry. This is achieved by providing a combination of the best software and support and maintaining our passion for public safety. Our number one goal is to give each of our clients the tools they need to succeed.

Why CentralSquare Public Safety Suite Pro?

TRUE INTEGRATION. CentralSquare Public Safety Suite Pro powered by Zuercher is a completely unified system from both technical and user perspectives because it was built from the ground up as one application with one database from one vendor. Most public safety software companies describe their products as integrated, which often means separate modules, such as Computer-Aided Dispatch (CAD), Records, and Jail, are interfaced together to pass data between modules. Designed and built as a single application, the CentralSquare Public Safety Suite Pro system encompasses CAD, Records Management, Mobile CAD & Records, Jail Management, Civil Process Tracking, Agency Administration, and more in a manner that is so unified that the term integrated hardly applies.

A VERSATILE, SCALABLE SYSTEM. CentralSquare Public Safety Suite Pro powered by Zuercher is remarkably flexible. It is packed with configuration options that allow users to set up the software to match their agency's workflow and business rules, not the other way around. These configuration options allow the CentralSquare Public Safety Suite Pro system to match the needs of agencies with a variety of workflows, as well as to support a single agency's changing needs over time. Since many features can be turned on or off, CentralSquare Public Safety Suite Pro scales well to accommodate the unique needs of both small and large agencies. The company's experience working with agencies of all sizes throughout the U.S. allows CentralSquare Technologies to provide functionality to CentralSquare Public Safety Suite Pro clients that most vendors cannot provide within a single suite of applications.

EASY TO LEARN AND USE. While CentralSquare Public Safety Suite Pro powered by Zuercher is rich in functionality, its user interface is clean and crisp, uncluttered by excess fields or tabs. This makes the system easy to learn and allows users to efficiently enter data and quickly view key information. The system is designed to guide users through data entry processes, organize information logically, and allow for simple navigation throughout. Powerful searching capabilities provide quick access to needed records, and hyperlinks help users quickly navigate to related records or files.

POWERFUL REPORTING. It is one thing to place data into a system, but something else entirely to get it back out again. CentralSquare Public Safety Suite Pro powered by Zuercher comes with a built-in report generator that makes analytical reporting a very simple and straightforward task—even for users who are not highly technical and knowledgeable with regard to report scripting. Best of all, the agency does not need to submit a request for a new report and then wait for someone else to build it. Instead, the agency's own staff can put together most reports within a few minutes of when they are first requested.

LONG-TERM SAVINGS. Because of CentralSquare's unique approach to support and maintenance, there are no surprise hardware costs associated with natural growth. CentralSquare Technologies doesn't demand "forklift" upgrades or charge for additional memory when an agency grows in size. Instead, those things are covered by the standard maintenance plan – if hardware fails or if more disk space is needed, the cost is included. CentralSquare encourages agencies to own their systems; we'll never charge an agency to retrieve their data.

"We're getting real bang for the buck. Officers are only spending a fraction of the time they used to. There's tons of little efficiencies and details we get right. And it all adds up to huge savings for the Agency and ultimately the taxpayers of the city."

*Capt. James Johns
Rapid City Police
Department, SD*

CentralSquare Public Safety Suite Pro Overview

The fundamental difference between CentralSquare Public Safety Suite Pro powered by Zuercher and offerings from other vendors is that CentralSquare Pro is one application with one database from one vendor: CentralSquare Technologies. Where other vendors offer a suite of products that are integrated or interfaced together, CentralSquare Technologies' is not; it is one application. Other vendors typically have multiple applications that run on separate servers and then parts of each application are connected via interfaces or message switches.

This typical 1980's and 1990's software architecture has many moving parts, multiple servers, multiple system administrators and end-user consoles, and does not store all the data in one location. This tends to make those systems more expensive to purchase and maintain, harder to set up and administer, and more difficult to use.

CentralSquare Public Safety Suite Pro powered by Zuercher is a fully integrated public safety software system comprised of Administration, CAD, Records, Mapping, Mobile CAD and Records, Jail, Civil, and more.

CentralSquare Pro is the outcome of many years of close collaboration with public safety agencies and veterans and has been designed from the ground-up to provide the next level in power and ease of use for public safety professionals.

Core Functionality

The core functionality of CentralSquare Public Safety Suite Pro is available to users regardless of whether they work in a single product (such as CAD or JMS) or have access to all CentralSquare Pro products and modules.

This section highlights the functionality that makes up the foundation of CentralSquare Public Safety Suite Pro powered by Zuercher.

KEY FEATURES

- Fine-grained Permissions
- Internal Messaging
- State/NCIC Queries
- User Dashboards
- Master Indices (Names, Vehicles, Addresses)
- Spell-checking
- Redaction
- Agency-based Configurability
- Custom Forms and Modules
- Full-text Searching
- Record Linking
- Contextual Menus
- Wizards
- Data Auto-population
- Alerts

Administration (Core)

Administration applies CentralSquare Public Safety Suite Pro's efficiency and organization to the management of internal agency processes. It enables users to perform administrative tasks such as equipment tracking or fleet management in the same system used to manage all other agency operations. As a result, records can be linked to each other and all of the data can be accessed for statistical reports.

KEY FEATURES

- Fleet Management
- Policy Manual
- Inventory Management
- Equipment Tracking
- Purchase Requisitions
- Service Dog Management

CAD (Core + Advanced)

CAD is a configurable and easy-to-use computer-aided dispatch system. It is designed to function in multi-jurisdictional environments, and can be set up either as a standalone product or in conjunction with the rest of CentralSquare Public Safety Suite Pro powered by Zuercher for a comprehensive yet tightly integrated solution.

CAD was built with the time-critical nature of communications centers in mind, every feature designed to increase efficiency and reduce response time. Command line entry allows users to rapidly issue commands from the keyboard. Integrated mapping enables quick unit recommendations and responses.

Configurable, color-coded displays provide users with at-a-glance access to the unit and incident information they care about most. Users can quickly enter data, dispatch units, stay current with developing situations with real-time call updates, ensure officer safety with system-wide alerts for people, vehicles, and addresses, attach integrated alarm call and traffic stop forms, analyze response times using detailed logs, and much more.

KEY FEATURES

- Multi-jurisdictional
- User-configurable Views and Filters
- Alarm Billing
- Command Line Entry
- Scheduled Calls
- Color-Coded User Interface
- Built-in Caller Location Query
- Bulletins
- Mapping Integration
- Alerts/Status Checks
- Tow Call Log and Rotation
- NCIC/State Interface
- Silent Dispatch (with Mobile)
- Instant Messaging
- Drop-and-Drag Commands

“With Zuercher CAD, everything is all in one. Everything that you do, it just puts it all together for us and just makes it one whole person or one whole vehicle. The officers are often impressed that we can have a person’s warrants to them before they finish spelling. **We seem like magic because of CentralSquare CAD Pro.**”

*Kelley Anderson,
Lead
Communications
Officer
Watertown Police
Department, SD*

Mobile CAD

Mobile CAD dramatically improves agency efficiency by enabling silent dispatch and putting powerful CentralSquare Public Safety Suite Pro functionality into the hands of the people who need it most. Mobile CAD works with the desktop CAD to create a streamlined dispatch workflow. The mobile units stay synchronized with CentralSquare Pro servers so mobile users are always up-to-date with incident assignments, including call details, location information, and safety alerts. Mobile CAD users can update their statuses with the touch of a button, enabling dispatchers to closely monitor officer activity. Because all of this can be done without a single call over the radio, Mobile CAD enables silent dispatch, freeing up dispatch personnel and shaving valuable seconds off unit response times.

Mobile CAD is packed with additional features that contribute to efficient, silent dispatch. The instant messaging feature provides a means of rapid, radio-free communication between dispatchers and mobile units. AVL and mapping integration helps units get to incidents quickly and keeps dispatchers better informed of unit movements. Automatic

Columbus Communications

notifications alert Mobile users when BOLOs, special instructions, and new warrants are issued. Mobile users can even run NCIC and state queries, enabling them to quickly check driver's licenses and vehicle registrations.

KEY FEATURES

- Silent Dispatch
- User-configurable Views and Filters
- Self-dispatch and Self-creation of CFS
- Scheduled Calls
- Color-Coded User Interface
- Mapping Integration
- Alerts/Status Checks
- Master Record Alert Notifications
- NCIC/State Interface with Audio alerts
- AVL-powered CFS Routing

"We have found the CentralSquare Civil and Financial Pro products to be very user-friendly and convenient. **The use of hyperlinks to reference related pages is invaluable.**"

Sheriff Andy Howe
Clay County
Sheriff's Office, SD

Civil (Core + Advanced)

Civil automates civil process service in a streamlined environment that enables agencies to serve civil papers, executions, distress warrants, and foreclosures in a timely, efficient manner.

Civil's simple wizard guides users through the necessary steps to add new civil processes. It allows them to assign multiple paper types to a single civil paper record and add unlimited plaintiffs, defendants, served-on names, and billed-to names to any civil process. Civil logs multiple service attempts, tracks mileage, and keeps a full audit trail. The system also generates configurable sheriff's returns and letters in a professional format.

Civil also allows users to create invoices, add fees, record payments, generate receipts and statements, and monitor balances, following the financial side of each civil process all the way through to the disbursement of funds. To save time and eliminate error, mileage charges, interest, and commissions can be automatically calculated. Additional process types can be configured, allowing agencies to track payments on a judgment and calculate interest and commission when needed. These can also be tracked separately from paper services. It can track additional dates related to the situation, such as the date received or the dates of judgment, sale, or expiration. Sales and property can also be tracked.

KEY FEATURES

- Civil Process Wizard
- Service Attempt Log
- Mileage Tracking
- Return Creation
- Letter Generation
- Bar Coding
- Executions
- Movable Seizures
- Real Estate Seizures
- Invoice and Receipt Creation
- Interest and Commission Calculations
- Balance Monitoring
- Audit Trail
- Civil Cases
- Distress Warrants
- Sheriff Sales
- Foreclosures

Mobile Civil

Bringing Civil to the mobile simplifies the process of serving papers, allowing deputies to quickly look up and enter information from the mobile unit (and even print out papers if so equipped) rather than requiring them to use the phone, radio or even return to the department.

Financial (Core)

Financial is a full double-entry accounting system with an audit trail. Through tight integration with other modules such as Jail and Civil, it simplifies the management of an agency's many financial details.

Financial tracks items such as invoices, receipts, deposits, disbursements, bills, checks, and even inmate expenses. With Financial, users can view account ledgers, check account balances, make general journal entries, reconcile bank accounts, and more.

KEY FEATURES

- Invoices
- Receipts and Deposits
- Account Ledger and Audit Trail
- Double-entry Accounting
- Disbursements
- Bills
- Account Balances
- Workflow

“This system is so much more user-friendly than what we had previously.

There's so much more in there. It got rid of at least five or six Excel files that we don't have to keep anymore.”

Sgt. Cindi Pfeifle
Yankton County
Jail, SD

Jail (Core + Advanced)

Jail brings all the integration and ease of use of the rest of CentralSquare Public Safety Suite Pro to jail records management. This module is designed for easy record keeping, efficient completion of routine tasks, and quick access to all the information users need to stay up-to-date on the daily jail operations of single or multiple jail facilities.

Jail simplifies daily tasks such as recording inmate activities and contacts, passing medications, managing inmate bank and property, and logging work release and trustee work. Jail also manages billing of inmate expenses. Event logs and incident reports make it easy to document everything from routine cell checks to major behavioral incidents.

More than a way to keep records, Jail also includes wizards to guide users through the booking and release processes, ensuring that all required steps are completed and all necessary forms filled out. Jail puts the information and tools which users need at their fingertips: glance at the main display for an overview of upcoming events, check which inmates are out on work release, calculate sentences, log bond payments, make cell transfers, complete and send forms, log court events, create digital lineups, and much more.

Jail records can be sealed or expunged. Sealing allows for restricting access to a booking or incident report to specific personnel or personnel groups. The easy to use jail billing, SSA reporting and robust transport and program tracking features are designed to provide administrators valuable data and time savings.

KEY FEATURES

- Configurable Booking, Intake, and Release Wizards
- Sentence Calculation
- Mugshots and Digital Lineups
- Fingerprint Cards
- Inmate and Issued Property Log
- Medicine Log
- Medical History
- Activity Log
- Visit and Contact Log
- No Contact Alerts
- Sealing and Expungement
- Incident Log and Disciplinary Actions Tracking
- Shift Log
- Expenses and Billing
- Inmate and Commissary Accounts
- Court Transfer Tracking
- Trustee Work
- Work Release
- Cell Transfer Log
- Bond Tracking
- Inmate Stay Scheduling

Personnel (Core + Advanced)

Personnel offers a single log for all pertinent data on each employee or user. The agency has a central location to track demographic information, photos, and other attachments on each record. Additionally, training, commendations, promotions, service history, and citizen feedback can be tracked on each record according to each agency's configuration needs. Agency administrators will also use Personnel to manage permissions and user access throughout CentralSquare Public Safety Suite Pro.

KEY FEATURES

- Promotions and Awards
- Disciplinary Actions
- Training and Certifications
- Custom Forms
- Commendations
- Citizen Feedback

Records (Core + Advanced)

Records is a records management system that consolidates and automates records processing for public safety agencies. This module organizes everything from case reports, to warrants, to sex offender data in an easy-to-use fashion.

Master indices, including names, addresses, and vehicles, form the backbone of Records, and tight integration with the other CentralSquare Public Safety Suite Pro modules gives it power. A single name search not only reveals demographic information but also every record in the system involving that individual: dispatch incidents, case involvements, citations, civil processes, warrants, inmate records, and more.

Records provides a smooth workflow for case reporting and approval. Case information pulled from CAD eliminates the need for duplicate data entry, and the involvement wizard walks users through the process of matching offenders, suspects, victims, and witnesses to the appropriate offenses. With Records, users can stay organized by attaching narratives, citations, search warrants, and evidence directly to case reports.

In addition to case management, Records enables comprehensive property and evidence tracking, including a detailed chain of custody log. Records also logs warrants, sex offender data, pistol permit information, bicycle registration, and more, managing all of the agency's

"The reviewing of reports has trimmed down dramatically. **The whole process might take 10 minutes for me to review, find a mistake, kick it back to them.** They're sitting at their computer, get the message, fix the mistake, and send it back to me.

*Lt. Ryan Dantin
Lafourche Parish
Sheriff's Office, LA*

records in one centralized, easy-to-search system.

Records also includes Sealing and Expungement capabilities. Cases, Warrants, and Intelligence Cases can be sealed. This allows for restricting case report access to specific personnel or personnel groups. Cases and Intelligence cases can also be expunged.

KEY FEATURES

- Master Name, Address, Vehicle Indices
- Case Report Management
- Summonses/Citations/Tickets
- Case Notes and Status Log
- Property and Evidence Tracking
- Bicycle Registration
- Redaction
- Found/Lost Property
- NIBRS Compliance
- Warrants
- Sex Offender Log
- Pistol Permit Tracking
- Pawn Log
- Accident Reports
- Sealing and Expungement

Mobile Records

Mobile users can have access to much more than just dispatch information. Integration with Records puts name, address, case, and civil process records at their fingertips, and they can run Records queries to find the information they need in the field. Mobile users can write and/or approve case reports in their vehicles instead of returning to the agency, just one more feature that keeps them on the streets, visible in the community, and able to respond quickly when they are needed.

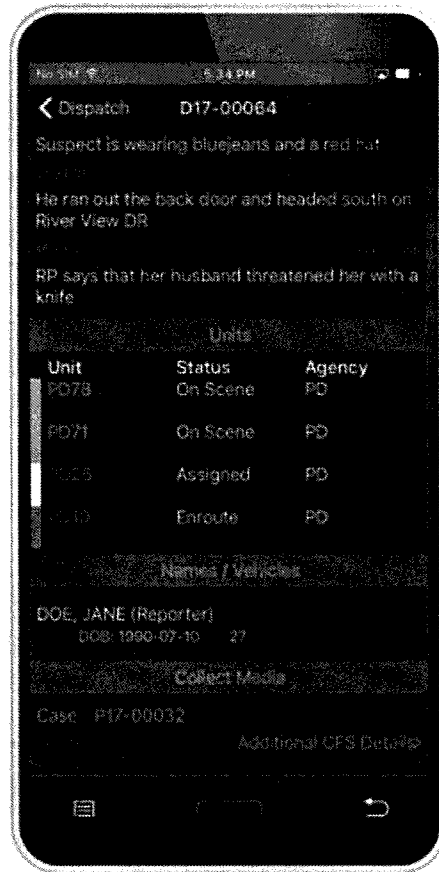
Field Ops

CentralSquare Technologies is committed to constantly evaluating and rethinking the relationship between public safety and technology. As new features are developed across all kinds of software and hardware, other platforms must grow to keep up. To that end, CentralSquare has directed a significant amount of time and energy toward designing a new smartphone application, one built with field officers in mind.

Field Ops was built with a focus on the real things that officers want the most in a mobile app – situational awareness, functionality free of an MDT, and a set of tools that eliminates the need for unnecessary hardware like a camera or a voice recorder. Existing solutions aren't user friendly and are often difficult to configure and distribute. Field Ops is different. It's secure, easy to implement, and even easier to use. Better yet, it's FIPS 140-2 compliant and has optional multi-factor authentication to fulfill CJIS Advanced Authentication requirements.

KEY FEATURES

- Integrated Photo and Audio Capture Tools
- Safety-first Information for all Responders
- CJIS Security Standards for Mobile Devices
- Increased Situational Awareness
- Real-time CFS Data for Users in the Field
- CentralSquare Pro Credentials Authentication
- Data Capture and Upload to CentralSquare Pro



Crimemapping.com

CrimeMapping.com helps law enforcement agencies keep the public updated on recent criminal activity. By searching an address, feature (such as a school or park), or agency, citizens can get detailed and timely crime data information. Law enforcement agencies can also elect to include sex offender data on CrimeMapping.com.

CrimeMapping.com uses an advanced mapping engine to provide functionality and flexibility to agencies. Crime data is extracted on a regular basis from each department's records system, ensuring that the information being viewed is the most current available. This data is always verified for accuracy, and all address information is generalized by block to protect privacy. This tool is also useful for generating static graphs and reports.

KEY FEATURES:

- Public-facing Portal
- Visual Representations of Crimes from Imported CAD Data
- Citizen Email Alerts Sign-up
- Submit a Tip Capability
- Printable Map Screens and Charts
- Share Records with Other Agencies
- Advanced Mapping Engine with Streets, Terrain, and Image Layers
- Filter by Crime Type, Dates, or Area to Create Simple Reports
- Searchable by Address, Landmark, Zip Code, or Radius to an Agency or Location

Community Data Platform

The Community Data Platform, or CDP, is a free "data warehouse" solution designed specifically to encourage data sharing between agencies all over the world. Each agency that signs up for the service is able to push CAD and RMS incident information to this repository, exposing only the data that they choose. This information is then made available to other agencies accessing the service. Searches can be performed by up to 10 concurrent users, with the following information being available:

- CAD Incidents
- RMS Incidents
- RMS Arrests
- RMS Warrants
- RMS Master Names

Reporting

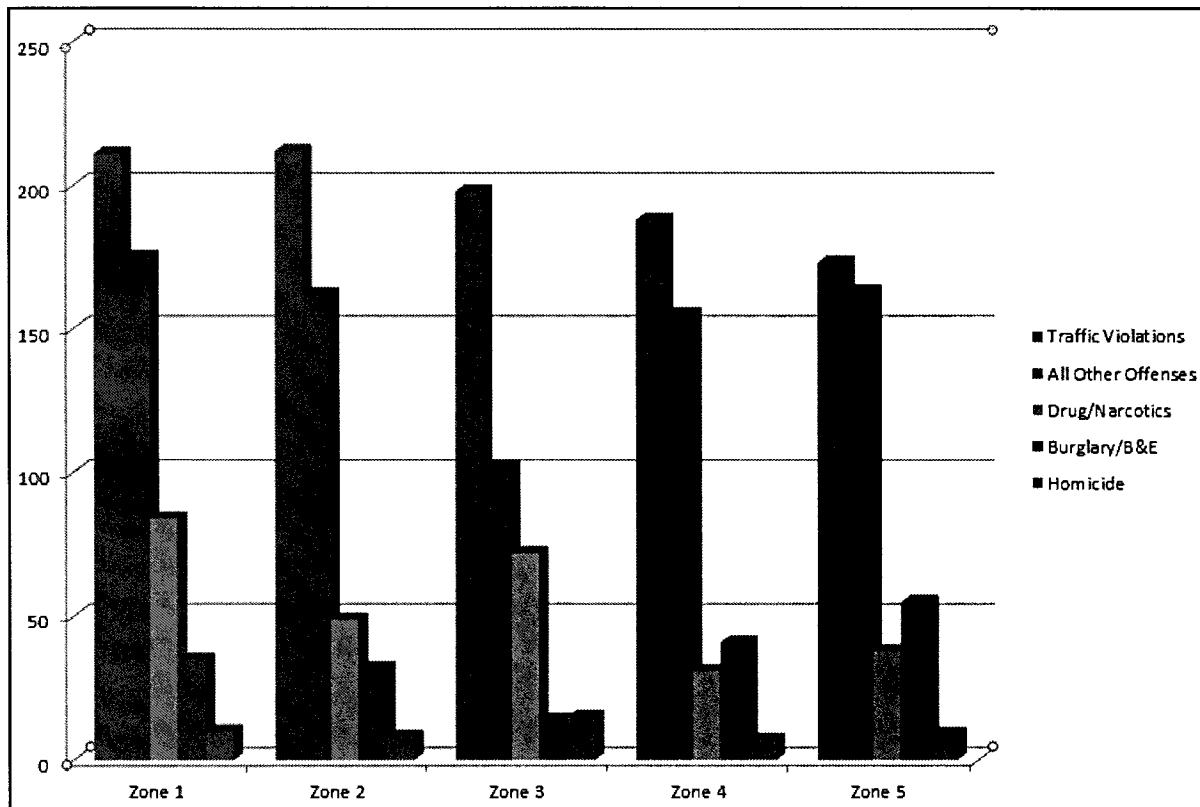
Reporting is the user-friendly, built-in report generator for CentralSquare Public Safety Suite Pro powered by Zuercher that is included at no additional charge. This tool eliminates the need to purchase additional report templates or run queries on agency data with separate software. Since Reporting integrates with the software, the information is current, correct, and does not need to be re-entered to build a report.

The report builder's straightforward user interface allows report generation based on a user model rather than the actual physical model. This completely eliminates the need for users to understand concepts such as joins, primary keys, etc. To build a report template, users select the data elements, drag and drop fields on to the report, and apply custom filters. The report generator contains intuitive logic for standard calculations such as adding, averaging, and counting occurrences. Fonts and field names are adjustable.

Reporting includes a set of pre-made templates; however, there is no limit to the number of custom report templates an agency can create or share. Use Reporting to build list style reports, cross-tab style reports, charts and graphs. Reports can be set to run on automated schedules, emailed, viewed as dashboard parts, exported, and printed. With Reporting, agencies have access to all of their own up-to-date data to build the reports that fit their needs exactly.

KEY FEATURES

- Pre-made Reports
- Custom Reports
- Ad-hoc Queries
- Export to PDF, Microsoft Excel, XML, TXT
- Easy to Use Report Builder
- Custom Data Filters
- Statistical Analysis
- Scheduled Reports
- COMSTAT Compatible
- Email Reports



Custom Forms

“The product has several things I had never seen before, such as custom forms. You can build this product to fit your agency. Most are cookie cutters that say, ‘that’s the way it is. Sorry.’ **With CentralSquare Pro you can actually customize it to your agency.**”

*Captain Scott Martin
Lumpkin County Sheriff’s Office, GA*

CentralSquare Technologies offers a custom form generator at no additional cost as a standard part of CentralSquare Public Safety Suite Pro powered by Zuercher. This tool allows agencies to create their own unique forms within the system and attach them to specific records in CentralSquare Public Safety Suite Pro, keeping everything in an easily accessible, central location.

Name, address, and vehicle fields are connected to each agency’s master indices to reduce data entry. The master indices are searched and existing information can be selected from the database. This also notifies staff of any alerts related to the master indices. If the information being entered is new, the master index is updated so that the information is immediately available in other parts of CentralSquare Public Safety Suite Pro.

When building the form, information from related files, such as case numbers or incident times, can also be pulled in automatically. Available information is displayed in a menu for each form type. Adding information to the form is as simple as clicking on the item in the menu.

All data within custom forms is searchable. This makes finding needed information an effortless, efficient process. Instead of searching through paper files or trying to find the correct folder on a server, links and search capabilities make it easy to locate specific information. Data included in forms can also be used to create reports with Reporting.

Custom Modules

Like Custom Forms, Custom Modules give agencies the power to track any information they may need in an integrated part of CentralSquare Public Safety Suite Pro powered by Zuercher. Agencies can eliminate paper logs and stand-alone spreadsheets by creating modules to fit their exact needs.

Rather than being associated with a particular record type within the system (as is true for Custom Forms), Custom Modules can track anything an agency needs, such as burn permits, pet licenses, or boat licenses. Each of these records can also create involvements on master name, vehicle, and address records, adding to the power of the data within the system.

Everything within each created module is customizable by the agency, from the log screen that displays information, to the drop-down menu items within the modules, to the templates used to print records. All data entered in to Custom Modules is also available in Reporting for reports and statistical analysis.

Custom Fields

For situations where CentralSquare Public Safety Suite Pro doesn't have a system field to track something important to the agency, Custom Fields can be configured on more than one hundred screens within the suite. This allows users to collect additional data for each record type in CentralSquare Pro, making even standard screens truly flexible for each agency's needs. Custom dropdowns, date fields, personnel fields, sequence numbers, and many other types can be added. Several configuration options are available for each field, including field type, default value, and whether or not the value is displayed on a printout. Custom Field data can be gathered by the report generator in the same manner as standard field data.

CentralSquare Public Safety Suite Pro Implementation

CentralSquare Technologies uses a multi-phase approach to ensure a successful implementation for each client agency. Trained and experienced members of the CentralSquare Technologies implementation team move through the process with each agency to assure successful outcomes. The following reflects a general timeline that all CentralSquare Public Safety Suite Pro projects follow.

Kickoff Meeting	Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, including setting up a statement of work and server installations and scheduling the Business Practice Review (BPR).
Server Setup	CentralSquare Technologies procures the CentralSquare Pro servers. The CentralSquare DevOps team sets them up in the Sioux Falls office, installing all necessary software and hardware. The servers are then shipped to the agency for installation and racking on-site.
BPR	During the BPR meeting, the project implementation team works with the agency's project team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed.
CMD	The project implementation team works with CC staff to build the CMD, discussing how the software currently meets the needs of the agency or how CentralSquare Technologies plans to develop additional functionality to meet any needs not already covered.
System Config	CentralSquare Technologies trainers work with agency personnel to complete the planned configurations. In addition, CentralSquare Technologies configures and tests interfaces and begins the data conversion process.
System Review	Once all of the items in the CMD have been completed, trainers from CentralSquare Technologies spend a final session with the agency's project team to review any questions or concerns.
User Training	CentralSquare provides hands-on software training with real scenarios and converted agency data. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the Go Live date arrives, users are well-prepared to begin using the new software.
Go Live	CentralSquare provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day using the new system goes smoothly.
System Acceptance	The agency reviews all aspects of the software, data conversion, and interfaces, and any concerns are documented by the project team. This list of action items is addressed before the agency officially accepts the system. At this point, the CentralSquare Public Safety Suite Pro Support team takes over the day-to-day needs of the agency.

CentralSquare Pro Maintenance and Support

UNPARALLELED SERVICE. Without unparalleled support and service, CentralSquare Technologies would not be able to boast an unmatched client retention rate in its CentralSquare Public Safety Suite Pro product line. CentralSquare Technologies provides more maintenance and support services than other public safety software vendors, including full responsibility for the server software and hardware for as long as an agency stays current with the standard support and maintenance agreement.

24 X 7 X 365 SUPPORT. CentralSquare Technologies knows that clients use their software all hours of the day. That is why clients can call the toll-free support line at any time and be connected with a live person based out of CentralSquare's Center of Excellence in Sioux Falls, SD - not an automated answering service or someone overseas. Questions or issues can also be reported via email. Even if it is just a simple "how-to" question, support representatives are ready to assist.

Every call received is entered into a tracking system and assigned a number to ensure that no concern goes unnoticed. Response times are monitored to make certain that all issues are resolved as quickly as possible. All critical issues are given the highest importance ranking and the CentralSquare Technologies development team devotes their attention immediately to the matter until it is resolved.

TRACKING CONCERNS. CentralSquare Technologies believes transparency is very important when it comes to support of the CentralSquare Public Safety Suite Pro software. The support center has a web-based portal which agencies can use to view the status of all their calls and support requests.

SERVER MANAGEMENT. The servers that CentralSquare Public Safety Suite Pro uses are completely maintained on the client's premises by the CentralSquare Technologies staff as part of the standard maintenance agreement. These servers are constantly monitored for performance levels and network load. All upgrades to hardware, such as additional disk space, are handled by CentralSquare Technologies. This makes the system essentially worry free for agencies and their IT staff.

FULL SYSTEM BACKUPS. Rather than requiring a manual backup of data or a scheduled download of the entire system, the CentralSquare Public Safety Suite Pro solution utilizes an automatic rolling back up process. Any changes or additions made to CentralSquare Pro are constantly being streamed to an optional warm standby server, an off-site storage facility, or both. Because the data flow is a constant stream, lower bandwidth is required in comparison to a large file transfer. This ensures that our data backups are done without compromising system performance. The data stored on the standby server or off-site storage facility is never more than a few minutes old, so in the event of a power failure or unforeseen disaster, the CentralSquare Pro system and data will still be accessible.

REMOTE SERVICES. Many questions or issues that occur can be solved immediately by the support team using a remote desktop connection. Once connected, the support team walks users through solutions or accesses the agency's CentralSquare Pro server to help diagnose any issues.

"When we've needed something, we would send an e-mail to support, and quite honestly we would receive a reply within two to three minutes most of the time. **If we have a problem, the team is right on top of it.**"

*Detective Robert
Mason
Lafourche Parish
Sheriff's Office, LA*

Columbus Communications

SOFTWARE UPDATES. CentralSquare Technologies tunes a careful ear to each client's needs and challenges. Clients' insights help to plan and build feature enhancements that provide innovative, technically sound solutions to the ever-changing needs of public safety professionals.

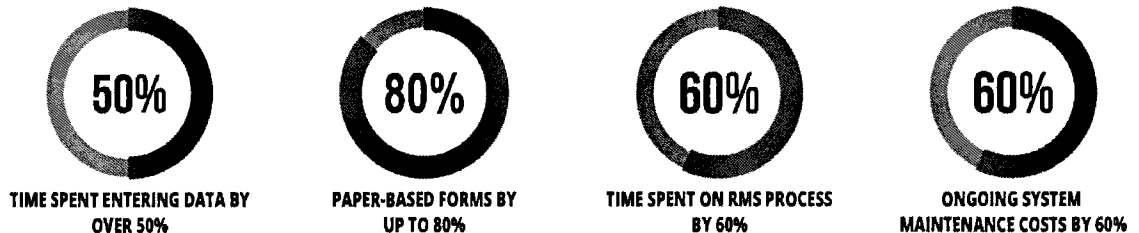
CentralSquare Public Safety Suite Pro's standard maintenance contract includes regular software updates that encompass feature enhancements. Patches are provided as needed with no agency intervention. Clients receive a greater return on investment because of CentralSquare Technologies' commitment to continually improve its public safety software.

Software updates are performed using an advanced process that makes client updates completely automatic with no assistance from agency IT staff. Support representatives contact each agency as software updates are released to schedule them and assist the agencies in taking advantage of new features. This ensures that every agency continues to get the most from what CentralSquare Public Safety Suite Pro offers.

NEW FEATURE TRAINING. CentralSquare Public Safety Suite Pro trainers and support representatives frequently hold web-based meetings. These meetings introduce system administrators or other agency personnel to new features and configuration options and how they can benefit each individual agency. This service is offered as part of the on-going maintenance and is free of charge.

RESEARCH & DEVELOPMENT. CentralSquare Technologies believes that public safety software should keep pace with changes in the public safety environment as well as with advances in technology. Because of this, a significant portion of revenue each year is invested in research and development. CentralSquare Public Safety Suite Pro is constantly expanding and improving. Each feature addition is designed to broaden the functionality and configurability of CentralSquare Pro and to help its users to do their jobs even more efficiently.

AGENCIES USING CENTRALSQUARE PUBLIC SAFETY SUITE PRO HAVE REDUCED:



CentralSquare Public Safety Suite Pro References

Agency Name	Pennington County Sheriff's Office (South Dakota)
Address, City, State	300 Kansas Street, Rapid City, SD 57701
Contact	Chief Deputy Brian Mueller, 605-394-6113 or brian.mueller@pennco.org Rhonda Fairbanks, 605-355-3071 or rhonda.fairbanks@pennco.org
Client Since	August 2012
Population Served	102,800
Products	CAD, Mapping, Records, Financial, Administration, Civil, NCIC, Mobile (CAD, Records, Mapping), Jail, Reporting
Data Conversion	CAD, Records, Jail
Notes	The Pennington County Sheriff's Office is part of a multi-agency CentralSquare Pro implementation which also includes the Rapid City Police Department, Rapid City Fire Department, Pennington County 911, and Western South Dakota Juvenile Services Center.

Agency Name	Lebanon Police Department (Ohio)
Address, City, State	25 West Silver Street, Lebanon, OH 45036
Contact	Captain Michael McCutchan, 513-932-2010 or mmccutchan@lebanonohio.gov
Client Since	2016
Population Served	21,000
Products	CAD, Mapping, Mobile (CAD, Mapping, Records), Records, Reporting
Data Conversion	Records

Agency Name	Lafourche Parish Sheriff's Office (Louisiana)
Address, City, State	200 Canal Boulevard, Thibodaux, LA 70301
Contact	Sheriff Craig Webre, 985-449-4420 or craig.webre@lpsso.net
Client Since	September 2009
Population Served	96,700
Products	Administration, CAD, Mapping, Civil, Financial, Municipal Courts, Jail, Records, Mobile (CAD and Records), Reporting
Data Conversion	Jail
Notes	The Lafourche Parish Sheriff's Office is part of a multi-agency CentralSquare Pro implementation which also includes the Golden Meadow Police Department, the Greater Lafourche Port Commission Harbor Police Department, the Lockport Police Department, and the Thibodaux Police Department.

Terms, Conditions, and Financing

Terms and Conditions

CLQ message delivery times may vary based on carrier and device emergency mode data restrictions.

Pricing provided in this document is valid for a period of not less than 180 days from publication.

This confidential document has been prepared by the sales division of CentralSquare Technologies and contains ideas, concepts, methods and other proprietary information. Readers are to treat the information contained herein as confidential and may not copy or reproduce any of these materials for distribution outside of their organization without the written permission of CentralSquare Technologies.

Financing

CentralSquare Technologies has partnered with Government Capital Corporation to provide financing options for CC. All financing options will be administered by Government Capital Corporation. Additional information with regard to these financing options may be provided by contacting Government Capital Corporation as follows:



D.C. Greer
Vice President
Government Capital
Corporation
90 Sandalwood Trail
Brookhaven, MS 39601

Phone: 800-561-0461
Mobile: 601-754-5951
Email:
dc.greer@govcap.com
Site: www.govcap.com

Non-Disclosure Statement

The terms and conditions contained in this proposal will automatically expire 180 days from the date of the proposal, unless renewed, extended, or terminated earlier by written notice from CentralSquare Technologies, LLC. Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of your specific requirements is needed prior to providing exact pricing.

If applicable, the prices for hardware and system software products and services are subject to change and are submitted for your information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

If applicable, the prices and information on any third-party products and services are subject to change and are submitted for your information only. The terms and policies of any third-party vendor govern all portions of this proposal related to those products and services.

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to CentralSquare. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of CentralSquare. Those confidential portions include, but are not limited to, pricing and client lists. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

CONFIDENTIAL AND PROPRIETARY

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CentralSquare Public Safety Suite Pro Pricing

CentralSquare Public Safety Suite Pro Standard Pricing

Software and Servers	Comments	Unit	Qty	Price	Total
Pro Suite Production Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 19,468	\$ 19,468
Pro Suite Training/Testing Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 14,176	\$ 14,176
Pro Suite Warm Standby Server (Physical Server, OS, DBMS, Installation & Testing)	Includes up to 4TB of disk.		1	\$ 17,521	\$ 17,521
Pro Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Pro Suite Warm Standby NCIC Server (Virtualized Server, OS, Installation & Testing)			1	Included	Included
Pro Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	Included	Included
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Administration Core			1	\$ 4,000	\$ 4,000
Administration Core (Agency Site License)	Columbus/Platte 911	Per Agency	1	\$ 490	\$ 490
Administration Core (Agency Site License)	Columbus PD	Per Agency	1	\$ 1,540	\$ 1,540
Administration Core (Agency Site License)	Platte County SO	Per Agency	1	\$ 2,240	\$ 2,240
CAD Core			1	\$ 15,000	\$ 15,000
CAD Core (Agency Site License)	Columbus/Platte 911	Per Agency	1	\$ 16,875	\$ 16,875
CAD Advanced (Agency Site License)	Columbus/Platte 911	Per Agency	1	\$ 5,625	\$ 5,625
CAD Core (Seat License) for Backup/Supervisor/Part-Time Workstations	Columbus/Platte 911	Per Seat	1	Included	Included
CAD Advanced (Seat License) for Backup/Supervisor/Part-Time Workstations	Columbus/Platte 911	Per Seat	1	Included	Included
CAD - Basic Paging (SMTP/Email) Interface			1	Included	Included
CAD - E911 (ANI/ALI) Interface			1	Included	Included
CAD - EvenTide Voice Recorder Interface (Import and Export)			1	\$ 9,500	\$ 9,500
CAD - FIREHOUSE RMS Interface (Export)			1	\$ 5,500	\$ 5,500
CAD - ProQA Platinum-Certified Interface (Import and Export)			1	\$ 14,000	\$ 14,000
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping - GeoComm Mapping Interface (Export)			1	\$ 7,500	\$ 7,500
Civil Core			1	\$ 5,000	\$ 5,000
Civil Core (Agency Site License)	Platte County SO	Per Agency	1	\$ 2,304	\$ 2,304
Civil Advanced (Agency Site License)	Platte County SO	Per Agency	1	\$ 768	\$ 768
Financial Core			1	Included	Included
Financial Core (Agency Site License)	Platte County SO	Per Agency	1	Included	Included
Jail Core			1	\$ 20,000	\$ 20,000
Jail Core (Agency Site License)	Platte County SO	Per Agency	1	\$ 18,900	\$ 18,900
Jail Advanced (Agency Site License)	Platte County SO	Per Agency	1	\$ 6,300	\$ 6,300
Jail - Commissary Interface (Export)	Trinity/Keefe		1	\$ 5,720	\$ 5,720
Jail - Inmate Phone Interface (Export)	Encartel		1	\$ 5,720	\$ 5,720
Jail - LiveScan/AFIS Interface (Export)	NE State Police		1	\$ 7,440	\$ 7,440
Jail - N-DEx Adapter (IB IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 5,720	\$ 5,720

CentralSquare Public Safety Suite Pro Standard Pricing (Continued 1)

Mobile Core			1	\$	5,000	\$	5,000
Mobile CAD	Columbus PD	Per Unit	18	\$	450	\$	8,100
Mobile CAD	Platte County SO	Per Unit	16	\$	450	\$	7,200
Mobile Civil	Platte County SO	Per Unit	16		Included		Included
Mobile NCIC	All LEA Units	Per Unit	34		Included		Included
Mobile Records	Columbus PD	Per Unit	18	\$	950	\$	17,100
Mobile Records	Platte County SO	Per Unit	16	\$	950	\$	15,200
Personnel Core			1		Included		Included
Personnel Core (Agency Site License)	Columbus/Platte 911	Per Agency	1		Included		Included
Personnel Core (Agency Site License)	Columbus PD	Per Agency	1		Included		Included
Personnel Core (Agency Site License)	Platte County SO	Per Agency	1		Included		Included
Personnel Advanced (Agency Site License)	Columbus/Platte 911	Per Agency	1	\$	2,142	\$	2,142
Personnel Advanced (Agency Site License)	Columbus PD	Per Agency	1	\$	2,232	\$	2,232
Personnel Advanced (Agency Site License)	Platte County SO	Per Agency	1	\$	2,292	\$	2,292
Records Core			1	\$	7,500	\$	7,500
Records Core (Agency Site License)	Columbus PD	Per Agency	1	\$	13,200	\$	13,200
Records Core (Agency Site License)	Platte County SO	Per Agency	1	\$	7,500	\$	7,500
Records Advanced (Agency Site License)	Columbus PD	Per Agency	1	\$	4,400	\$	4,400
Records Advanced (Agency Site License)	Platte County SO	Per Agency	1	\$	2,500	\$	2,500
Records - NE Crime Reporting (NIBRS) Interface			1		Included		Included
Records - NE TraCS Accident Reporting Interface (Import)			1	\$	9,400	\$	9,400
Records - NE TraCS eCitations Interface (Import)			1	\$	9,400	\$	9,400
Records - N-DEx Adapter (IA IEPD)			1		Included		Included
Reporting Core			1		Included		Included
Reporting Universal Interface Engine			1		Included		Included
Pro Suite - CLEIN/NCIC Interface (Basic Queries)	QA (Article), QB (Boat), QG (Gun), DQ (Drivers License), RQ (Vehicle Registration), Data Mining (NE only)		1	\$	10,000	\$	10,000
Pro Suite - Additional Agency CLEIN/NCIC Interface	Columbus PD		1	\$	2,500	\$	2,500
Pro Suite - Additional Agency CLEIN/NCIC Interface	Platte County SO		1	\$	2,500	\$	2,500
Pro Suite - CLEIN/NCIC Interface (Criminal History)			1	\$	1,250	\$	1,250
Pro Suite - CLEIN/NCIC Interface (Additional States Data Mining)	Surrounding States:SD, KS, CO, WY, IA and MO.		1	\$	3,000	\$	3,000
Pro Suite - Time Synchronization Interface			1		Included		Included
Software and Servers Pre-Discount Subtotal						\$	348,723
Software and Servers Discount						\$	(63,972)
Software and Servers Total						\$	284,751
Subscriptions	Comments	Unit	Qty	Price		Total	
CAD - CLQ Location and Image Retrieval Subscription Core (up to 1,000 messages per month)			1	\$	3,000	\$	3,000
CAD - CLQ Location and Image Retrieval Subscription Core (Agency Site License)	Columbus/Platte 911	Per Agency	1	\$	1,500	\$	1,500
Field Ops Subscription (for Pro Mobile users)	Columbus PD	Per User	16	\$	120	\$	1,920
Field Ops Subscription (for Pro Mobile users)	Platte County SO	Per User	16	\$	120	\$	1,920
Field Ops Subscription	Platte County SO	Per User	4	\$	360	\$	1,440
Field Ops Subscription	Columbus/Platte 911	Per User	2	\$	360	\$	720

CentralSquare Public Safety Suite Pro Standard Pricing (Continued 2)

Community Data Platform Subscription	Columbus/Platte 911	Per Agency	1	Included	Included
Community Data Platform Subscription	Columbus PD	Per Agency	1	Included	Included
Community Data Platform Subscription	Platte County SO	Per Agency	1	Included	Included
Subscriptions Pre-Discount Subtotal				\$	10,500
Subscriptions Discount				\$	(1,440)
Subscriptions Total				\$	9,060
Peripheral Hardware	Comments	Unit	Qty	Price	Total
Jail - Mugshot Camera Package (Canon EOS Rebel)	Platte County SO		1	\$ 1,335	\$ 1,335
Jail - Electronic Signature Pad (Topaz)	Platte County SO		1	\$ 404	\$ 404
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Columbus PD		1	\$ 710	\$ 710
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Platte County SO		1	\$ 710	\$ 710
Records - Electronic Signature Pad (Topaz)	Columbus PD		1	\$ 404	\$ 404
Records - Electronic Signature Pad (Topaz)	Platte County SO		1	\$ 404	\$ 404
Peripheral Hardware Total				\$	3,967
Services	Comments	Unit	Qty	Price	Total
Project Manager		Per Project	1	\$ 37,343	\$ 37,343
Configuration and Business Process Review (BPR)		Per Project	1	\$ 18,660	\$ 18,660
Training					
- Administration					
- CAD					
- Civil					
- Jail					
- Mobile					
- Records		Per Project	1	\$ 33,643	\$ 33,643
Go Live Support		Per Project	1	\$ 20,265	\$ 20,265
Mapping - One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Data Conversion	Naviline CAD (911)	Per Module	1	\$ 12,500	\$ 12,500
Data Conversion	Naviline RMS (CPD)	Per Module	1	\$ 12,500	\$ 12,500
Services Total				\$	139,411

CentralSquare Public Safety Suite Pro Standard Pricing (Continued 3)

TOTALS					
Software and Servers Total					\$ 284,751
Subscriptions Total					\$ 9,060
Peripheral Hardware Total					\$ 3,967
Services Total					\$ 139,411
TOTAL					\$ 437,189
Recurring (Subscriptions & Maintenance)					
Subscriptions (Year 1)			1		Prepaid
Subscriptions (Year 2)			1		\$ 9,513
Maintenance & Support (Year 1)			1		Included
Maintenance & Support (Year 2)			1		\$ 55,850
Taxes are not included in the pricing.					

ZUERCHER

Change Order

Date: 9/25/2019

General & Client Information

Client Name:	Columbus Communications	Bill to:	
System Description:	Zuercher	PO Box 1677	
Bill To #		Columbus, NE 68601	
Install Name:			
Change Order #	26304		
Original Sales Order #			
Client Purchase Order #			
Client Purchase Order Date			
Client Contact:			
Contact Phone:	(402) 564-3201	Ship to:	
Contact Email Address:	police@columbusne.us		
Credit Terms:			
Account Executive:	David Bateman		
Project Manager			

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
Project Additions:					
1	Services	Professional Services	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00
1	Services	Data Conversion - Sleuth RMS	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
1	Services	Data Conversion - Jamin JMS	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
					Total: \$ 21,600.00

Project Payment Terms: Payment due in full 30 days from date of invoice

	100% Payment due upon Signature				\$ 21,600.00
					Total Payments: \$ 21,600.00

Summary Information & Project Notes

There is no annual maintenance fee associated with this quote.	Send Purchase Orders to:			
	Account Management			
	Remit Payments to:			
	Zuercher Technologies			
Issued by:	1000 Business Center Drive			
Contact info:	Lake Mary, FL 32746			

Terms and Conditions

Proposed Change Order is valid for 60 (sixty) days.

Software License Terms:

The Zuercher Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement or other Zuercher license agreement currently in effect between Zuercher and Client. Acceptance for the Zuercher Software may be defined in the applicable Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the Zuercher Software licenses are provided for a period of twelve-months from the go live date and shall be governed by the existing Software Support Agreement currently in effect between Zuercher and Client.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of Change Order and is provided as a convenience for budgetary purposes. Zuercher reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide Zuercher with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

ZUERCHER

Change Order

Date: 9/25/2019

General Terms:

The items in this Change Order are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from Zuercher.

The Zuercher Software license price does not include any services for installation. Services, if applicable are listed as separate line items.

The scope of Deliverables for this order will be limited to the Zuercher Software, Services, and Support, and if applicable third party items (collectively the "System") that are explicitly listed herein for the listed quantities.

This order provides Zuercher Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

Unless otherwise specified, the designated Bill To entity shall be invoiced upon signing. Payment is due within 30 days from that invoice date.

All services will be performed during normal business hours, unless otherwise stated in this Change Order for specific service deliverables.

Deployment and implementation of Zuercher Software and Services are based upon Client's provision and compliance with Zuercher's Configuration Management Document.

Zuercher reserves the right to adjust this Change Order as a result of changes including but not limited to project scope, deliverables (Zuercher Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate this change order, check the appropriate box below and, either, (i) attach a copy of this change order to your purchase order when it is remitted to Zuercher, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and email this change order to your account manager to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if Zuercher does not have my current exempt information on file.

Accepted for Client

	Columbus Communications				
	Client Agency/Entity Name				
	Print Name		Title		
	Client Authorized Representative				
	Signature		Date		
	Client Authorized Representative				



The City of **Columbus**

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station
402-562-4260 www.columbusne.us

MEMORANDUM

DATE: October 15, 2019
TO: City Administrator / Mayor / City Council
FROM: Trent Tobiason, Water Production Operator
RE: Accept Quote for Annual Extraction Well Maintenance
Layne Granite Co. (Valley, NE)

RECOMMENDATION: Recommend that the Columbus City Council accept the quote from Layne Granite Co. (Valley, NE) for the Annual Extraction Well Maintenance in the amount of \$ 25,527.00

DISCUSSION: The City of Columbus has an Intergovernmental Agreement with the Nebraska Department of Environment and Energy (NDEE formerly NDEQ) for the Operation and Maintenance of the Groundwater Extraction and Treatment System (GETS). The NDEE has approved the quote.

FISCAL IMPACT: There are funds available within the Superfund Budget. The City first pays for the work and is then reimbursed for the costs.

CONCURRENCE:

SIGNATURE:

By: _____

Chuck Sliva, Public Works Director

Approved By: _____

Heather Lindsley, Finance Director

Approved By: _____

Tara Vasicek, City Administrator



DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

Lexington, NE 68850 Alliance, NE 69301 Garden City, KS 67846

(308)-324-2303

(308) 762-1170

(620) 277-7971

TO: **Bob Kloke**

Address: **City of Columbus extraction wells**

LEGAL:

Extraction Well Maintenance quote 2019
Wells EW 01, EW-2 , EW-3 , EW-4

\$7,250 \$29,000

Including:
pre treatment pump test
Client's pump removal and installation
2 chemical treatments per well
post treatment pump tests

QUOTE IS BASED ON INFORMATION PROVIDED BY THE CUSTOMER. ANY
VARIATION IN ACTUAL CONDITIONS MAY RESULT IN ADDITIONAL COST OF
LABOR AND MATERIALS.

TOTAL		\$29,000
NE SALES TAX	NOT INCLUDED	\$0.00
TOTAL		\$29,000

Grand Total \$29,000

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

4TH day of OCT 2019

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

PO Box 367
846 S 13th St.
Geneva, NE 68361



Phone: 402-759-3902
888-496-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

October 11, 2019

City of Columbus
PO Box 1677
Columbus, NE 68602

RE: 2019 Well and Pump Results

Attention: Honorable Board Members

On October 3, 2019 letter is a summary of the results:

Well #16: The average pump efficiency is 68%, this is good. The well is producing 58 gallons of water per foot of drawdown. The flow meter registers 2% high, this is very accurate. The electric motor was serviced and the packing was greased.

Well #19: The average pump efficiency is 73%, this is excellent. The well is producing 50 gallons of water per foot of drawdown. The flow meter registers 1% low. This is very accurate. The electric motor was serviced and the packing was greased.

Sargent Drilling appreciates the opportunity to be of service to the City of Columbus.

If you have any questions feel free to contact the office.

Thank You,

A handwritten signature in black ink, appearing to read "Ivan Mumm".

Ivan Mumm
Municipal Manager

IM/de

Enclosures

PO Box 367
846 S 13th St.
Geneva, NE 68361



Phone: 402-759-3902
888-496-3902
Fax: 402-759-4960

*Providing Complete Municipal, Industrial and Agricultural
Pump and Well Service*

October 11, 2019

City of Columbus
PO Box 1677
Columbus, NE 68602

Attn: Bob Kloke

RE: Estimate for EW Wells

Mobilization of equipment	\$500.00
Perform initial well and pump test	\$250.00
Labor to pull pump and inspect	\$600.00
Labor to measure and bail well	\$275.00
2- 500 gallons of bactericide solution with surfactants	\$2,065.00
1- 750 gallons of Aqua Clear A & E solution with surfactants	\$3,010.00
Labor to surge, bail and test pump well	\$500.00
Neutralization of chemicals	\$320.00
Labor to install permanent pump	\$600.00
Perform final flow test	\$250.00
Provide final report	\$150.00

Subtotal (does not include applicable sales tax) \$8,520.00

Subtotal for 4 wells (does not include applicable sales tax) \$34,080.00

Please call 402-759-3902 with any questions.

Thank You,

A handwritten signature in black ink, appearing to read 'Doug Yantzie'.

Doug Yantzie,
Municipal Manager

DY/ah

Quote is good for 30 days

Sargent Drilling
INDUSTRIAL ENGINEERING
COMPLETE MUNICIPAL AND INDUSTRIAL
WELL AND PUMP SERVICE

PO Box 367
 846 S 13th

Geneva, NE
 68361

Phone (402) 759-3902
 Fax (402) 759-4960

SARGENT PUMP TEST

DATE: 10-3-19 OWNER: City of Columbus OPERATOR: Bob
 CITY: Columbus STATE: NE WELL #: 16 WELL ID#:
 GPS N-LATITUDE: 41 - 28 - 44.1 W-LONGITUDE: 97 - 21 - 45.5
 MOTOR MFG: U.S. HP: 100 FRAME: MOTOR EFFICIENCY: 90 %
 PUMP MFG: Stage SETTING: 110 Ft. 12 X 1 1/2 BOWL: Stage Stage Stage
 STATIC W. L.(Ft.): 81.6 DESIGN SP (GPM/Ft. DD): 0 SHUT OFF (PSI): 55

CONDITION	TEST #1	TEST #2	TEST #3
Pump RPM	1789	1788	1787
Pumping Pressure (PSI)	30	20	10
Pump Loss (Ft.)	0.83	1.36	1.98
Pumping Level (Ft.)	97.4	104	107.6
TDH (Ft.)	167.53	151.56	132.68
GPM: Meter	1000	1250	1500
GPM: Test Equipment	953	1242	1522
Water HP	40.32	47.53	50.99
SP Capacity (GPM/Ft.)	60.3	55.4	58.5
KW	53.93	56.35	58.56
Input HP	72.29	75.54	78.5
Pump HP	65.06	67.98	70.65
Wire To Water (%)	55.8	62.9	65
Bowl Efficiency (%)	63.3	71.4	73.6
Pump Efficiency (%)	62	69.9	72.2

Sargent Drilling
INDUSTRIAL ENGINEERING
COMPLETE MUNICIPAL AND INDUSTRIAL
WELL AND PUMP SERVICE

PO Box 367
 846 S 13th

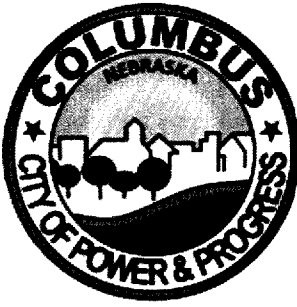
Geneva, NE
 68361

Phone (402) 759-3902
 Fax (402) 759-4960

SARGENT PUMP TEST

DATE: 10-3-19 OWNER: City of Columbus OPERATOR: Bob
 CITY: Columbus STATE: NE WELL #: 19 WELL ID#:
 GPS N-LATITUDE: 41 - 28 - 38.8 W-LONGITUDE: 97 - 21 - 7.6
 MOTOR MFG: U.S. HP: 100 FRAME: MOTOR EFFICIENCY: 90 %
 PUMP MFG: Stage SETTING: 110 Ft. 12 X 1 1/2 BOWL: Stage Stage Stage
 STATIC W. L.(Ft.): 85.4 DESIGN SP (GPM/Ft. DD): 0 SHUT OFF (PSI): 57

CONDITION	TEST #1	TEST #2	TEST #3
Pump RPM	1789	1787	1786
Pumping Pressure (PSI)	30	20	15
Pump Loss (Ft.)	0.91	1.51	1.62
Pumping Level (Ft.)	105	110.6	114
TDH (Ft.)	175.21	158.31	150.27
GPM: Meter	1000	1300	1350
GPM: Test Equipment	999	1313	1364
Water HP	44.2	52.49	51.76
SP Capacity (GPM/Ft.)	51	52.1	47.7
KW	51.96	57.92	57.46
Input HP	69.65	77.64	77.02
Pump HP	62.69	69.88	69.32
Wire To Water (%)	63.5	67.6	67.2
Bowl Efficiency (%)	72.1	76.7	76.2
Pump Efficiency (%)	70.5	75.1	74.7



The City of Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

Utility Billing • Water Production • Water/Sewer Utility • Wastewater • Streets • MSW Transfer Station
Phone: 402-562-4260 Fax: 402-562-4265 www.columbusne.us

MEMORANDUM

DATE: October 15, 2019
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of following CIP equipment utilizing Sourcewell, as well as using NDOT State Bid Contracts for following vehicles.

RECOMMENDATION:

Accept attached Sourcewell & Nebraska DOT State bid quotes for the following 2019-2020 fiscal Budgeted CIP items.

DISCUSSION:

Attached you will find the following Sourcewell / State of Nebraska contracts with quotes related to the purchase of the following:

1. MSW Transfer Station - Loader \$181,349.00 / Budgeted \$240,000.00
2. Sewer Collection - Sewer Cleaner \$249,300.44 / Budgeted \$250,000.00
3. Street Division - Hillside Slope Mower \$26,379.25 / Budgeted \$26,650.00
4. Street Division - Gradall Excavator (Demo) \$259,771.50 / Budgeted \$260,000.00
5. Sewer Collection / PW Director Pickup \$30,161.00 / Budgeted \$36,000.00
6. Water Production - Pickup \$29,473.00 / Budgeted \$30,000.00
7. Community Development - Car \$17457.00 / Budgeted \$20,000.00
8. Engineering Department - Pickup \$27,783.00 / Budgeted \$32,000.00
9. Parks Department - Pickup \$27,783.00 / Budgeted \$35,000.00

The City will purchase the equipment through the Sourcewell contracts. The vehicles will be purchased through the NDOT State bid packages. Both are public agency's that offer competitively solicited purchasing contracts that have been already done for its multi-state and city government members.

FISCAL IMPACT: All are CIP approved 2019/2020 Budgeted items.



City of Columbus – Department of Public Works

ALTERNATIVES: Operate older unreliable equipment and continue to struggle to do proper code enforcement and bare minimal maintenance with what equipment is in place and not properly designed for the task that City Staff is trying to complete.

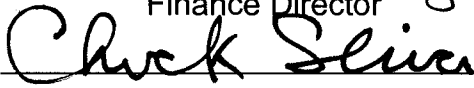
SIGNATURES:

CONCURRENCE:



Finance Director

RECOMMENDATION BY:



Public Works Director

APPROVED BY:



City Administrator

#1



QUOTE

RoadBuilders Machinery & Supply CO., Inc.

QUOTE DATE: 09/10/2019

1001 S 7th Trafficway, Kansas City, KS 66105
Phone 913-371-3822 Fax 913-371-3870

EXPIRATION DATE: 09/30/2019

TO Contact Name **Chuck Sliva**
 Company Name **Columbus Public Works**
 Street Address **2424 14th Street**
 City, ST ZIP Code **Columbus, NE 68602**
 Phone **402.562.4260**

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tyler T.			RB to Deliver			

QTY	ITEM #	DESCRIPTION	UNIT PRICE		LINE TOTAL
		Priced through the Sourcewell Purchasing Program			0.00
1.00	New Order	2019 Komatsu WA320-8 Wheel Loader	216,349.00		216,349.00
1.00		Hydraulic Quick Coupler			0.00
4.00		Solid Rubber Tires			0.00
1.00		All Available Debris Guarding			0.00
					0.00
1.00		3 Year / 3,000 Hour Premier Komatsu Machine Warranty			0.00
1.00		3 Year / 2,000 Hour Komatsu CARE Full Service Plan			0.00
					0.00
-1.00	TRADE	2014 Case 621F Approximately 6,275 Hours	35,000.00		-35,000.00
					0.00



Tax %

SUBTOTAL	181,349.00
SALES TAX	0.00
TOTAL	181,349.00

Quotation prepared by: Tyler Trouba

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

#2

VACALL™



Contract# 122017-GRD

AJ16

Original Quote Date: 8/2/2019

Bill To: Municipal Pipe Tool Co.
515 5th Street
Hudson, IA 50643
USA

Machine Quote: 11128

Inquiry #: TBD

Estimated Ship Date:

Ship To: Municipal Pipe Tool Co.
515 5th Street
Hudson, IA 50643
USA

Customer: COLUMBUS, NE

Customer PO:

Supplied By: Vacall Supplied

Chassis Description: Freightliner M2-106 Chassis Spec

Chassis Make: Freightliner

Chassis Model: M2-106

Chassis Year:

Chassis VIN#:

GVW: 33,000

Chassis Arrival Date:

Chassis Paint Code: 14405143= L0006EB White

Spec Code: Jet1

HP: 325

Vacall Part#: 2330080002

Transmission: Allison RDS 3000 Automatic

Engine Model: Cummins B6.7

Model	Quantity	Description
AJ16	1	ALLJET
Enclosure		
2390010007	1	Enclosure Heater
Electrical System		
2390190010	1	Beacon Lights - Front Water Tank
2390190006	1	Cabinet Exterior Work Light Package (Cabinet Side & Rear Door/Hose Reel)
Hose Reel - Main		
2190300083	1	Digital Hose Reel Counter
0000	1	Automatic Level Wind
Operator Controls		
	1	Wireless System w/Display
ADD	1	Hose reel payload in/out on wireless

Total Machine & Attachment Net Price:	\$162,445.44
Additional 1 Year Extended Warranty	\$1,250.00
Freightliner M2-106 Chassis Spec :	\$80,605.00
Net Option:	
PDI	\$1,200.00
FREIGHT TO CUSTOMER	\$500.00
FREIGHT TO DEALER	\$3,300.00
Total Net Price:	\$249,300.44

Terms: XJ1 - Sourcewell Vacall Contract # 122017 - Net 30

Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - Lifetime. **Corrosion** 5 Years.

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

Note: The above quote is valid until 10/31/2019

Model Specs:

Machine equipped standard with:

Tool Boxes:

- Rear across body tool box (27" W x 18" H x 96" L) accessible from 3 sides.
- Driver Side 72" tool box (18" W x 18" H x 72" L)
- Passenger side rear 36" tool box (18" W x 18" H x 36" L)
- Passenger side front 36" tool Box (18" W x 18" H x 36" L)
- All tool boxes are lockable.
- Rear mud flaps.

Water System:

- Water Tank Construction - UV resistant black polypropylene water tank, internally baffled, and filled / drained curbside.
- Water Tank Capacity – 1,600 Gallons.
- 2.5" fill system with Wye strainer and 20 mesh stainless steel screen.
- Dual water tank sight gages, driver side and passenger side.
- General MWSR triplex plunger variable flow water pump rated at 87 GPM @ 2000 psi with speed sensor and bleeder / drain valves.
- 3" water suction with shutoff valve and Wye strainer with 20 mesh stainless steel screen.
- 800 psi Hand Gun with 25' Hose.
- Low point drains.

Hose Reel:

- Telescoping Hose Reel - 1" Diameter hose, 800' capacity, direct-drive reel, 200 degree rotation with infinite locking positions.
- 54" hose reel extension from fully retracted position with wear pads for low maintenance.
- Level Wind Dual Roller Hose Guide
- Rear door sensor to prevent hose reel extension

Enclosure:

- High quality Aluminum Body
- One Rear Roll-up door
- One Roll-up Door Passenger Side
- One Roll-up Door Driver Side
- All roll-up doors are lockable.
- Interior Cabinet Lighting
- Grab Handles

Controls:

- All Smart Flow Lighted Controls with IP67 rating to provide harsh weather and moisture protection better than NEMA 4 rating and recessed into control box with latchable door for protection.
- CAN bus controls include the following: Proportional joystick for Pay Out/Pay In Panel Power Chassis Engine Speed Water Pump Speed / Pressure Cabinet / Work Lights Hose Reel Extend / Retract Air Operated Reel Brake for infinite hose reel locking positions. LCD color display Emergency Stop
- Rear mounted back-up camera with 7" two channel chassis cab monitor mounted on dash.
- Chassis cab controls utilize a single Road / Work mode switch to shift the PTO and enable jetting for ease of operation.

Hydraulic System:

- Single shiftable PTO driven closed loop hydrostatic piston pump to drive water pump and motor.
- Open loop load sense implement pump for main control valve functions.
- Tube and shell hydraulic oil cooler.
- Hydraulic reservoir with quick disconnect pressurized fill, in tank 5 micron return filter, and 35 gallon capacity.
- Filter also has a removable cap to allow tank filling from a container, while still forcing the oil through the filter to prevent contamination.

Lighting / Electrical:

- LED lighting package for stop/tail/turn/backup/marker/license plate in accordance with DOT standards

Rear Bumper:

- Steel rear bumper with cabinet access steps,
- 2.5" tow receiver,
- Electrical hookup.

Packaged Items:

- Packaged items to include Tiger tail Hose Guide
- Nozzle 1" 80 GPM 18 Degree 2000 PSI
- Nozzle Skid
- Road Safety Triangle Kit
- Fire Extinguisher
- 2.5" x25' fill hose

- 800 psi wash-down hand gun w/25' hose
- First aid kit.

Manuals:

- Machine parts, service, operators manuals

Please sign below showing you have reviewed the specifications and accept the above terms.

NAME: _____

DATE SIGNED: _____

Print Generated by Gradall Industries, LLC Printed By: Ryan Wilson on 10/16/2019

#3



Pricing Quote

Quote #: 35931-19210

Date Quoted: July 30, 2019
Quote Expires: September 28, 2019**Prepared For:**

Chuck Sliva
City of Columbus
2424 14 Street
Columbus, NE 68602

Prepared By:

TY'S OUTDOOR POWER
21611 Platteview Rd.
Gretna, NE 68028

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell (NJPA)	Total
1	4500Z (39.51208)	Ventrac Tractor: KN, 4500Z Kubota WG972-GL	20,357.50	20,357.50
1	HQ680 (39.55104)	Attachment: MOWERS - TOUGH CUT HQ, HQ680 Mower, Tough Cut	2,902.75	2,902.75
1	70.8054	Accessory: SWIVEL WHEEL KIT Kit, Swivel Wheel HQ680	527.00	527.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,075.25	1,075.25
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	301.75	301.75
1	70.0098	Accessory: CANOPY Kit, Canopy Option	510.00	510.00
			Subtotal	25,674.25
			CHARGES	
			Freight	+450.00
			Setup Charges	+255.00
			TOTAL USD \$	26,379.25

Notes:

Sourcewell Ventrac Contract Number 062117-VPI
City of Columbus Sourcewell Number 58937

TY's
OUTDOOR
POWER & SERVICE

SIGNATURE

DATE

#4



QUOTE

RoadBuilders Machinery & Supply CO., Inc.

QUOTE DATE: 09/18/2019

1001 S 7th Trafficway, Kansas City, KS 66105
Phone 913-371-3822 Fax 913-371-3870

EXPIRATION DATE: 12/12/2019

TO Contact Name **Chuck Sliva**
 Company Name **Columbus Public Works**
 Street Address **2424 14th Street**
 City, ST ZIP Code **Columbus, NE 68602**
 Phone **402.562.4260**

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tyler T.			RB to Deliver			

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Priced through the Sourcewell Purchasing Program		0.00
1.00	75676	Gradall Discovery_D152 4X2 Crossover Hydraulic Excavator	259,771.50	259,771.50
		Chassis, Freightliner M2-106		0.00
		60" Ditching Bucket with Bolt on Cutting Edge		0.00
		Rotary Mower, Tiger Brand 50"		0.00
		24" Pavement Removal Bucket		0.00
		Fix Thumb Grapple		0.00
				0.00
				0.00
		12 Month / 1,500 Hour Full Manufacturers Warranty		0.00
				0.00



Tax %

SUBTOTAL	259,771.50
SALES TAX	0.00
TOTAL	259,771.50

Quotation prepared by: Tyler Trouba

This is a quotation on the goods named, subject to the conditions noted below:

Expected lead time on new order attachments: 1-2 Weeks except Rotary Mower, 5-6 Weeks

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

#5

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14855 OC
Primary Award

PAGE 1 of 5	ORDER DATE 10/18/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

THE CONTRACT PERIOD IS:

OCTOBER 13, 2018 THROUGH OCTOBER 12, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5645 OF

Contract to supply and deliver 2019 OR CURRENT PRODUCTION YEAR, ½ TON CREW CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 13, 2018 through October 12, 2019.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Silverado 1500 Base LS

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@huskerautogroup.com

This is the first renewal of the contract as amended. (vc 09/11/18)

Amendment Two as attached. (vc 10/18/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	HALF TON CREW CAB 4X4 TRUCK FFV E85 2019 or Current Production Year 1/2 Ton Crew Cab 4X4 4 Door Truck Flex Fuel Vehicle E85	40.0000	EA	30,161.0000
E85 (UNITS CAPABLE OF OPERATING A FUEL MIXTURE OF UP TO 85% ETHANOL (15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION.)				

10-19-18

[Signature]
10-18-18
BUYER
MATERIEL ADMINISTRATOR

#6

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 10/18/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

CONTRACT NUMBER
14853 OC
Primary Award

THE CONTRACT PERIOD IS:

OCTOBER 13, 2018 THROUGH OCTOBER 12, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5644 OF

Contract to supply and deliver 2019 OR CURRENT PRODUCTION YEAR, ½ TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 13, 2018 through October 12, 2019.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Silverado 1500 Base LS


IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@huskerautogroup.com

This is the first renewal of the contract as amended. (vc 09/11/18)

Amendment Two as attached. (vc 10/18/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	HALF TON EXTENDED CAB 4X4 TRUCK FFV E85	55.0000	EA	29,473.0000
2019 or Current Production Year 1/2 TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85				
E85 (UNITS CAPABLE OF OPERATING A FUEL MIXTURE OF UP TO 85% ETHANOL (15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION.)				

10/19/18/jp

 BUYER
 MATERIEL ADMINISTRATOR

#7

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14859 OC
Secondary E15 Award

PAGE 1 of 2	ORDER DATE 10/16/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 18, 2017 THROUGH OCTOBER 17, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5647 OF

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR, COMPACT 4 DOOR SEDAN FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 18, 2017 through October 17, 2018. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Malibu LS

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@huskerautogroup.com

(vc 10/13/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	COMPACT 4 DOOR SEDAN E15 COMPLIANT	20.0000	EA	17,457.0000

2018 or Current Production Year Compact 4 Door Sedan E15 Compliant

E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/ 85% Unleaded gasoline without additional change or conversion.)

 10-16-17
 BUYER
 10-16-17
 MATERIEL ADMINISTRATOR

#8

Sliva, Chuck

From: Ames, Chuck <CAmes@HuskerAutoGroup.com>
Sent: Wednesday, October 16, 2019 9:23 AM
To: Sliva, Chuck
Subject: RE: [EXTERNAL] Last car purchase

The Contract No. is 3087-19-2510

From: Ames, Chuck <CAmes@HuskerAutoGroup.com>
Sent: Wednesday, October 16, 2019 9:22 AM
To: Sliva, Chuck <sliva@columbusne.us>
Subject: RE: [EXTERNAL] Last car purchase

Chuck, You can purchase it the UNL Contract Awards which have the Political Subdivision Clause @ \$27,977.00 4WD, 4DR with a V6 engine.

Thanks
Chuck Ames

From: Sliva, Chuck [<mailto:sliva@columbusne.us>]
Sent: Wednesday, October 16, 2019 9:00 AM
To: Ames, Chuck <CAmes@HuskerAutoGroup.com>
Subject: RE: [EXTERNAL] Last car purchase

Chuck,

Also in the market for a Colorado 4x4 crew cab I assume they are a short box.

C Sliva

From: Ames, Chuck <CAmes@HuskerAutoGroup.com>
Sent: Wednesday, October 16, 2019 8:42 AM
To: Sliva, Chuck <sliva@columbusne.us>
Subject: RE: [EXTERNAL] Last car purchase

Chuck, The Malibu contract is 14859 OC is still open, a 2020 model year @ \$17457.00, All pickups 4WD with V8 are still open Regular Cab, 14852 OC @ \$27,783.00, Extended Cab, 14853 OC @ \$29,473.00 & Crew Cab, 14855 OC @ \$30,161.00. The Tahoe will be a New Contract # but right now it is at status of intent to award & we are low Bidder Attachment C @ \$38,977.00. See attached.

Thanks
Chuck Ames

#9

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 10/18/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 500864	
VENDOR ADDRESS: HUSKER AUTO GROUP 6833 TELLURIDE DR LINCOLN NE 68521-8981	

CONTRACT NUMBER
14852 OC
Primary Award

THE CONTRACT PERIOD IS:

OCTOBER 13, 2018 THROUGH OCTOBER 12, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5643 OF

Contract to supply and deliver 2019 OR CURRENT PRODUCTION YEAR, ½ TON REGULAR CAB 4X4 TRUCK FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 13, 2018 through October 12, 2019.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Chevrolet Silverado 1500 Base LS

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@huskerautogroup.com

This is the first renewal of the contract as amended. (vc 09/11/18)

Amendment Two as attached. (vc 10/18/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	HALF TON REGULAR CAB 4X4 TRUCK FFV E85	20.0000	EA	27,783.0000

2019 or Current Production Year 1/2 Ton Regular Cab 4x4 Truck Flex Fuel Vehicle E85

E85 (UNITS CAPABLE OF OPERATING A FUEL MIXTURE OF UP TO 85% ETHANOL (15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION.)

10-27-18

[Signature]
BUYER
MATERIEL ADMINISTRATOR

ORDINANCE NO. 19- 42

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 2012 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 2012 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, 2012 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 is hereby amended to read as follows:

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

(A) Section R101.1 Title. insert (City of Columbus, NE)

(B) Section R105 Permits. Delete the Electrical, Gas, Mechanical and Plumbing

provisions.

(C) Section R105.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(1). One story detached accessory structures provided the floor area does not exceed 120 square feet.

(D) Section R105.2(2) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(2). Fences more than three feet from any property line.

(E) Section R108.2 of the 2012 International Residential Code is hereby amended to read as follows:

R108.2 Schedule of Permit Fees. On buildings, structures, electrical, 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 a plan review.

(F) Section R113.4 of the 2012 International Residential Code is hereby amended to read as follows:

R113.4 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 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.

(G) Table R301.2(1) of the 2012 International Residential Code is hereby amended

to read as follows:

TABLE R301.2(1)

Ground Roof Snow Load	25 lbs. per square foot
Wind Speed	90 mph
Seismic Design Category	A
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

(H) Section R302.2 Exception of the 2012 International Residential Code is hereby amended to read as follows:

R302.2 Townhouses, Exception: A common 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E 119 or UL263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall and the structure is protected by an approved sprinkler system. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with the NEC. Penetrations of electrical boxes shall be in

accordance with Section R302.4.

(I) Section R302.2.4 No. 5 of the 2012 International Residential Code is hereby amended to read as follows:

R302.2.4 #5. Townhouses separated by a common 1-hour fire-resistance rated wall as provided in Section R302.2 and the structure is protected by an approved sprinkler system.

(J) R302.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R:302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other opens between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35mm) thick, or 20 minute rated fire doors.

(K) Section R311.7.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.1 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: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

(L) Section R311.7.5.2 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.2 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).

(M) Section R313 Automatic Fire Sprinkler Systems of the 2012 International Residential Code is hereby deleted entirely.

(N) Section R322 of the 2012 International Residential Code is hereby amended to read as follows:

R322 Flood-Resistant Construction where approved by Federal, State, and City Flood Plain regulations.

(O) Section R403.1.4.1 of the 2012 International Residential Code is hereby amended to read as follows:

R403.1.4.1 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 wood or metal frame unheated and detached buildings not used for human occupancy 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. Detached wood frame garages over 440 square feet must have a minimum 8" wide x 36" deep foundation.
2. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

(O) All provisions contained in Section R405 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following subsurface drainage provisions and the 2012 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 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" 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 provided it conforms to Commercial Standard CS228-61, Building Official Code Administrator 73-78, Farmer's Home Administration Material Release 699 and American Society of Testing Material Standard Depth 405-76 as they in effect at the date of the adoption of this Section.

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) R501.3 The requirements for fire protection of floors is hereby deleted entirely.

(P) All provisions contained in Chapter 11 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following manufactured home dwelling provisions and the 2012 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.

(Q) Chapters 12, 13 and 14 of the 2012 International Residential Code are hereby deleted.

(R) Chapters 16-43 of the 2012 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: August 7, 2019
FROM: Daniel Curtis, Community Development Director
TO: Planning Commission and City Council
RE: Amendments to the 2012 IRC

The amendments for consideration include;

1. Delete the requirement for fire protection of residential floors (R501.3)
2. Delete the requirement for self-closing hinges on the walk door between the house and garage. (R302.5.1)
3. In addition I updated Table R301.2(1) to conform with the minimum standards as provided by Code- No change from what we have been allowing for several years.

Daniel Curtis

Daniel Curtis
Community Development Director

DC:srr:

City	Fire Protection Floors	Garage Walk Door Self Closing Hinges
North Platte	No	Yes
Kearney	Yes	Yes
Hastings	Yes	Yes
Fremont	No	No For Single Family Only
Norfolk	No	No
York	Yes	Yes
Blair	Yes*	Yes
Lincoln	No	No
Omaha	No**	2006 IRC No Requirement

* Will be part of new Code

**Still on 2006 IRC

2012 IRC

R501.3 Fire protection of floors. Floor assemblies, not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) wood structural panel membrane, or equivalent on the underside of the floor framing member.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA13D, or other approved equivalent sprinkler system.
2. Floor assemblies located directly over a crawl space not intended for storage or fuel-fired appliances.
3. Portions of floor assemblies can be unprotected when complying with the following:
 - 3.1. The aggregate area of the unprotected portions shall not exceed 80 square feet per story
 - 3.2. Fire blocking in accordance with Section R302.11.1 shall be installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
4. Wood floor assemblies using dimension lumber or structural composite lumber equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other approved floor assemblies demonstrating equivalent fire performance.

R302.5 Dwelling/garage opening/penetration protection.

Openings and penetrations through the walls or ceilings separating the *dwelling* from the garage shall be in accordance with Sections R302.5.1 through R302.5.3.

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire-rated doors, equipped with a self-closing device.

ORDINANCE NO. 19-_____

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 2012 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 2012 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, 2012 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 is hereby amended to read as follows:

150.106 AMENDMENTS TO THE 2012 INTERNATIONAL RESIDENTIAL CODE.

(A) Section R101.1 Title. insert (City of Columbus, NE)

(B) Section R105 Permits. Delete the Electrical, Gas, Mechanical and Plumbing provisions.

(C) Section R105.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(1). One story detached accessory structures provided the floor area does not exceed 120 square feet.

(D) Section R105.2(2) of the 2012 International Residential Code is hereby amended to read as follows:

R105.2(2). Fences more than three feet from any property line.

(E) Section R108.2 of the 2012 International Residential Code is hereby amended to read as follows:

R108.2 Schedule of Permit Fees. On buildings, structures, electrical, 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 a plan review.

(F) Section R113.4 of the 2012 International Residential Code is hereby amended to read as follows:

R113.4 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 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.

(G) Table R301.2(1) of the 2012 International Residential Code is hereby amended to read as follows:

TABLE R301.2(1)

Ground Roof Snow Load	25 lbs. per square foot
Wind Speed	90 mph
Seismic Design Category	A
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

(H) Section R302.2 Exception of the 2012 International Residential Code is hereby amended to read as follows:

R302.2 Townhouses, Exception: A common 1-hour fire resistance-rated wall assembly tested in accordance with ASTM E 119 or UL263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall and the structure is protected by an approved sprinkler system. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical

installations shall be installed in accordance with the NEC. Penetrations of electrical boxes shall be in accordance with Section R302.4.

(I) Section R302.2.4 No. 5 of the 2012 International Residential Code is hereby amended to read as follows:

R302.2.4 #5. Townhouses separated by a common 1-hour fire-resistance rated wall as provided in Section R302.2 and the structure is protected by an approved sprinkler system.

(J) R302.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R:302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other opens between the garage and residence shall be equipped with solid wood doors not less than 1 3/8 inches (35mm) thick, or 20 minute rated fire doors.

(K) Section R311.7.5.1 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.1 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: The opening between adjacent treads is not limited on stairs with a total rise of 30 inches (762 mm) or less.

(L) Section R311.7.5.2 of the 2012 International Residential Code is hereby amended to read as follows:

R311.7.5.2 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).

(M) Section R313 Automatic Fire Sprinkler Systems of the 2012 International Residential Code is hereby deleted entirely.

(N) Section R322 of the 2012 International Residential Code is hereby

amended to read as follows:

R322 Flood-Resistant Construction where approved by Federal, State, and City Flood Plain regulations.

(O) Section R403.1.4.1 of the 2012 International Residential Code is hereby amended to read as follows:

R403.1.4.1 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 wood or metal frame unheated and detached buildings not used for human occupancy 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. Detached wood frame garages over 440 square feet must have a minimum 8" wide x 36" deep foundation.
2. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.

(O) All provisions contained in Section R405 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following subsurface drainage provisions and the 2012 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 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" 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 provided it conforms to Commercial Standard CS228-61, Building Official Code Administrator 73-78, Farmer's Home Administration Material Release 699 and American Society of Testing Material Standard Depth 405-76 as they in effect at the date of the adoption of this Section.

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) R501.3 The requirements for fire protection of floors is hereby deleted entirely.

(P) All provisions contained in Chapter 11 of the 2012 International Residential Code are hereby deleted and shall be replaced with the following manufactured home dwelling provisions and the 2012 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.

(Q) Chapters 12, 13 and 14 of the 2012 International Residential Code are hereby deleted.

(R) Chapters 16-43 of the 2012 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 10/22/2019 - 10/22/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 VENDOR CODE: 01959 - CHECK TYPE: PAPER CHECK

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
40715	ARL CREDIT SERVICES INC	09/30/2019	10/22/2019	30.40	30.40	Open	N
40716	ARL CREDIT SERVICES INC	09/30/2019	10/22/2019	1,180.85	1,180.85	Open	N
40956	ARL CREDIT SERVICES INC	09/30/2019	10/22/2019	4.00	4.00	Open	N
Total for vendor 01959 - ARL CREDIT SERVICES INC:				1,215.25	1,215.25		

# of Invoices:	3	# Due:	3	Totals:	1,215.25	1,215.25
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					1,215.25	1,215.25

--- TOTALS BY FUND ---

100 - GENERAL FUND	1,215.25	1,215.25
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--- TOTALS BY DEPT/ACTIVITY ---

121 - RESCUE	1,211.25	1,211.25
130 - LIBRARY	4.00	4.00