

City Council Regular Meeting
Monday, June 20, 2022 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

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

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

Open Meetings Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

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

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

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

would be provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **PRAYER**

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

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

4.A. Minutes of June 6, 2022, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on June 6, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on June 1, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Library Director Karen Connell, Public Property Director Doug Moore, Fire Chief Ryan Gray, Communications Director Rachel Pensick, Airport Manager Aaron Diedrichs, Assistant City Clerk Robin Efta, and Library Assistant Kelli Ochs.
2. **PRAYER:** Augustine-Schulte led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Augustine-Schulte and a second by Lohr. Roll call and Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of May 16, 2022, City Council meeting.**
 - 4.B. **Minutes of May 16, 2022, Community Development Agency meeting.**
 - 4.C. **Change date of first meeting in July 2022 to 7 p.m., Tuesday, July 5, 2022, due to Fourth of July holiday.**
 - 4.D. **Reappointment of Steve Anderson, Kimberly Hoefler, Melissa Goc,**

Colleen Bray, and Joshua Mueller to Planning Commission for three-year terms.

4.E. Purchase from AARDVARK in the amount of \$65,720 for robot for police department.

4.F. Resolution No. R22-66 authorizing payment of various improvement projects. Resolution No. R22-66 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.–COLUMBUS FIRE STATION NO. 2 \$25,127.10; THE DIAMOND ENGINEERING CO.–POWER HOUSE PARK TRAIL PHASE 1 \$1,698.30; GEHRING CONSTRUCTION & READY MIX CO., INC.–STREET IMPROVEMENT DISTRICT NO. 184 (23 STREET FROM EAST OF 48 AVENUE TO 54 AVENUE) \$14,417.10; GEHRING CONSTRUCTION & READY MIX CO., INC.–STREET IMPROVEMENT DISTRICT NO. 185 (E 14 AVENUE, 23 STREET TO NORTH CORPORATE LIMITS) \$47,125.00.

4.G. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; R=Refund; S=Service & Supplies; T=Training
06/10/22 Payroll \$763,500.99; Ace Hardware 849.76 S; Advance Auto 582.69 S; All Star Pro Golf 407.73 S; Amazon 2,549.42 S; Am Red Cross 769.00 T; Aqua-Chem 3,662.00 S; Arnold Motor 863.63 S; Awards & Engraving 29.50 S; Bank of the Valley 17,014.29 B; Barcel Mill 368.00 S; B-D Const 25,127.10 CP; Best Version Media 152.00 S; BKD 6,000.00 S; Black Hills Energy 15.18 S; Blackstone Pub 139.98 S; T Blevins 60.00 S; Borders Inn 1,190.00 T; Bomgaars 768.65 S; A Boucly 600.00 S; Bound Tree Med 1,490.85 S; A Brizal 120.00 S; Brown's Shoe Fit 270.00 S; G Brunken 31.00 E; J Brunken 1.00 S; Capital Bus Sys 66.55 S; Ctr Point Lrg Prt 91.08 S; City of Col 6,416.93 S; R Claussen 180.00 S; J Cole 133.04 E; Col Chamber 200.00 S; CCH 2,142.44 S; Col Custom Embr 350.00 S; Col Plbg 322.45 S; Col Tire 422.50 S; Commonwealth Elec 1,525.28 S; Connecting Point 64.19 S; Consltd Mgmt 3.94 T; Con Water Sol 15,599.98 S; Core & Main 4,704.00 S; Culligan 47.25 S; Cutting Edge Lawn Care 870.00 S; Danko Emerg Equip 490.00 S; DAS State Acctg 1,471.99 S; M De Olazabal Falla 122.82 R; Eakes 2,387.01 S; Earl May 71.85 S; Electronic Eng 5.67 S; Elli Vnarg 9,939.00 B; Fastenal 28.60 S; First Impressions 652.50 T; First Interstate Bank 118,160.28 B; Five Points Bank 27,253.37 B; G I Trailer 175.50 S; Gehring Const 61,542.10 CP; Steffy Ford 81.75 S; General Fire & Safety Equip 89.00 S; Gerhold Concrete 215.47 S; G-O Rapid Lube 57.12 S; Godfather's 198.95 S; Grainger 303.46 S; Granville Custom Homes 78,376.16 B; Great Plains Bldg 417.86 S; Great Plains Comm 842.57 S; Great Plains State Bank 31,803.85 B; Grey House Pub

308.95 S; Gunslingers 34.00 S; J Guzman Mendez 225.43 R; T Hackett 204.88 S; Hadley-Braithwait 4,839.80 S; Hawkins 5,917.95 S; HDR 10,218.14 CP; S Higgins 17.70 E; Holiday Inn 225.90 T; Huffman Eng 4,479.00 S; Ingram Libry 2,676.28 S; Intl Code Council 121.84 T; Interstate Battery 403.85 S; Island Sup 169.03 S; J Patricks Formal Wear 45.00 S; J J Keller 108.00 T; Jackson Serv 2,973.62 S; JEO 990.00 CP; Kelly Sup 2,820.91 S; Kirkham Michael 1,225.00 S; T Klauenberg 585.00 S; Koch Excav 2,655.30 S; M Krackman 550.00 S; Lakeview Small Eng 273.43 S; Larson Family Real Estate 4,522.55 B; Lincoln Winwater Works 543.56 S; Lake Stop 57.57 S; O Loseke 89.74 R; M & L 70,614.51 S; MacQueen Equip 1,186.50 S; Mahaska 295.00 S; N Martensen 120.00 S; Matheson-Linweld 25.11 S; MD Sol 450.00 S; Menards 122.84 S; Mid-Am Research 1,992.50 S; Mid-State Eng 330.00 CP; MW Tape 89.94 S; MW Turf 52.12 S; Moms & Mops 400.00 S; Mueller Sod Farm 261.75 S; NBC Capital 58,584.52 B; NE Dept of Environmental Quality 115.00 T; NE Harvestore 167.40 S; NE Law Enf 576.00 T; NE Public Hlth 483.00 S; NE Rural Water Assoc 275.00 S; NELand Natl Bank 42,500.00 S; Newman Signs 4,461.82 S; B Nieuwenhuis 78.15 R; NE Community College 1,141.25 T; NENEDD 1,147.50 G; NW Elec 8,851.15 S; Novitas Sol 349.14 S; Occup Hlth 3,952.00 S; Olson's Pest Tech 442.50 S; Omaha Children's Museum 383.00 S; One Source 156.00 S; O'Reilly 429.90 S; Overhead Door 983.00 S; P Lien 6,539.09 S; Petty Cash 150.21 E; Pizza Ranch 218.76 S; Pomp's Tire 116.59 S; Presto-X 106.37 S; Prochaska & Assoc 1,062.50 CP; Quadient 1,642.63 S; RDG 3,610.77 CP; Reardon 137.95 S; River Valley Tire 40.00 S; Rutt's Htg 871.15 S; Schieffer Signs 795.00 S; School District 11,545.00 S; Scotus 147.00 S; Sequoia Properties 2,552.98 B; ServiceMaster 8,037.00 S; Shevlin Sup 1,414.03 S; D Sliva 60.00 S; Standard & Assoc 129.04 S; State Fire Marshal 50.00 T; Dept of Revenue 50,991.98 S; Stericycle 1,011.26 S; Stryker Sales 18,048.16 CP,S; C Stuthman 94.33 E; Super Saver 72.24 S; L Svoboda 143.91 E; Sysco 23,937.95 S; Target Sol Learning 6,073.00 T; Diamond Eng 1,698.30 CP; Tire Outlet 3,482.12 S; TK Elevator 221.02 S; TM Clean 250.00 S; Too Fast Sup 123.47 S; Truck Ctr 483.85 S; Turfwerks 1,914.28 S; Tweet's 55.98 S; Ty's Outdoor Pwr 161.38 S; U & I 254.50 S; USA Blue Bk 25.27 S; Van Diest 97.44 S; Van Wall 646.58 S; Veridian Credit Union 52,783.26 B; Verizon 2,885.13 S; Vol Fire 232.93 E; Walmart 782.77 S; Waste Connections 196.98 S; West Point Implement 163.40 S; WPS/Tricare 87.28 R; WSKF Architects 3,663.52 CP; Zoll Med 2,002.50 S. TOTAL \$1,654,499.17.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:** None
7. **PUBLIC HEARINGS:** None
8. **PETITIONS AND COMMUNICATIONS:** None
9. **REPORTS OF CITY OFFICES:** None
10. **REPORTS OF COUNCIL COMMITTEES:** None
11. **REPORTS OF SPECIAL COMMITTEES:** None

12. **REPORTS ON LEGISLATION:** None
13. **NEW BUSINESS:**
- 13.A. **Appointment of Amanda (Amy) Mancini to Library Board for four-year term.** Augustine-Schulte read a brief resume and the mayor's appointment of Amanda (Amy) Mancini to the Library Board was ratified with a motion by Bahr and a second by Lohr. Roll call and Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, Schilling, and Augustine-Schulte voted "Aye" and none voted "Nay".
- 13.B. **Purchase from Verizon in the amount of 12,349.81 for 19 tablets and Jones Automotive in the amount of 6,762.96 for mounting equipment for fire department.** The purchase of 19 tablets from Verizon and mounting equipment from Jones Automotive was approved with a motion by Augustine-Schulte and a second by Kresha. Roll call and Hiemer, Jablonski, Kresha, Lohr, Roth, Schilling, Augustine-Schulte, and Bahr voted "Aye" and none voted "Nay".
- 13.C. **Purchase from Motorola Solutions in the amount of 50,262.22 for two back-up nomad stations for joint communications center.** The purchase of two back-up nomad stations from Motorola Solutions was approved with a motion by Bahr and a second by Lohr. Roll call and Jablonski, Kresha, Lohr, Roth, Schilling, Augustine-Schulte, Bahr, and Jablonski voted "Aye" and none voted "Nay".
- 13.D. **Sole source quote from Plug Hug, LLC in the amount of \$20,848.22 for fire hydrant descaling unit for water utilities division.** The quote from Plug Hug, LLC for fire hydrant descaling unit 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.E. **Quote from Crouch Recreation, Inc. in the amount of \$67,755 for bleacher shade covers for Centennial Park baseball fields.** The quote from Crouch Recreation, Inc. for bleacher shade covers was accepted with a motion by Roth and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. **Comments from mayor and city council members.** Bulkley commended the volunteers who assisted with the recent Class C boys golf tournament. He also congratulated the Scotus Central Catholic High School boys for their win of the Class C state championship.
14. **RESOLUTIONS:**
- 14.A. **Resolution No. R22-67 approving Memorandum of Understanding with Bird Rides, Inc. to provide non-exclusive services for stand-up electric scooter sharing systems.** It was noted that Bird Rides, Inc. is responsible for all accidents and property damage caused by users of the scooters. Resolution No. R22-67 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF

- THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH BIRD RIDES, INC. TO PROVIDE NON-EXCLUSIVE SERVICES FOR STAND-UP ELECTRIC SCOOTER SHARING SYSTEMS WITHIN THE CITY'S JURISDICTIONAL BOUNDARIES was adopted with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, and Roth voted "Aye" and Schilling voted "Nay".
- 14.B. Resolution No. R22-68 approving Memorandum of Understanding with Columbus Volunteer Fire Department to transfer trust fund account to the city for grain bin simulator project.** Gray explained that with the transition to a firefighter reserve program, the donation funds collected to date as well as any future funds, will be transferred to the city to be used exclusively for this project. Resolution No. R22-68 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE COLUMBUS VOLUNTEER FIRE DEPARTMENT REGARDING TRANSFER OF ITS TRUST FUND ACCOUNT TO THE CITY FOR THE GRAIN BIN SIMULATOR PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.C. Resolution No. R22-69 approving contract with Rutjens Construction, Inc. in the amount of \$2,823,032 for Lost Creek Parkway Sewer from 10 Avenue to 63 Avenue.** It was noted that the city is using American Rescue Plan Act funds to pay for this project. Resolution No. R22-69 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO RUTJENS CONSTRUCTION, INC. IN THE AMOUNT OF \$2,823,032 FOR LOST CREEK PARKWAY SEWER FROM 10 AVENUE TO 63 AVENUE 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".
- 14.D. Resolution No. R22-70 approving agreement with KPE Consulting Engineers, Inc. dba KPE Architecture Engineering Forensics in an amount not to exceed \$47,100 for architectural and engineering services for Community Building Improvements 2022.** Resolution No. R22-70 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH KPE CONSULTING ENGINEERS, INC. DBA KPE ARCHITECTURE ENGINEERING FORENSICS IN A LUMP SUM AMOUNT NOT TO EXCEED \$47,100 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR COMMUNITY BUILDING IMPROVEMENTS 2022, A COPY

OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Kresha and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.E. Resolution No. R22-71 approving Change Order No. 1 with Boyd Jones Construction Company in the amount of \$126,518.15 for audio-visual rough-in and electrical work for community building project.** Resolution No. R22-71 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING CHANGE ORDER NO. 1 WITH BOYD JONES CONSTRUCTION COMPANY IN THE AMOUNT OF \$126,518.15 FOR AUDIO-VISUAL ROUGH-IN AND ELECTRICAL WORK FOR COMMUNITY BUILDING PROJECT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Lohr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.F. Resolution No. R22-72 approving agreement with Keep Columbus Beautiful, Inc. for support of recycling program.** Bahr expressed opposition as he feels there are other options available for the public to recycle. Vanessa Ocegura, Keep Columbus Beautiful, said they intend to start the recycling of plastics No. 1 through 7 as well as tin and metal on June 13th. She explained the grant funding that is available. Resolution No. R22-72 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH KEEP COLUMBUS BEAUTIFUL, INC. REGARDING SUPPORT FOR ITS RECYCLING PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Roth and a second by Jablonski. Augustine-Schulte, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and Bahr voted "Nay".
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 7:48 p.m.

Presented and approved this 20 day of June, 2022.

MAYOR

ATTEST:

CITY CLERK

4.B. Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to Northeast Nebraska Economic Development District for one-year terms.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: June 10, 2022
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 June 20, 2022 City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for reappointments.

NENEDD COUNCIL OF OFFICIALS (Citizen-at-Large – One Year Term)

Adam Urkoski

NENEDD COUNCIL OF OFFICIALS (Elected Official – One Year Term)

Ron Schilling

NENEDD BOARD OF DIRECTORS (One Year Term)

Charlie Bahr


James B. Bulkley, Mayor

4.C. Reappointment of John Davidson to Joint Airport Zoning Board for four-year term.

The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

DATE: June 10, 2022
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following name to you for reappointment at the June 20, 2022, 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.

JOINT AIRPORT ZONING BOARD: (Four-year term)

John Davidson


James B. Bulkley, Mayor

CommitteeMtgs/AppointReappoint/JointAirportZoning

4.D. Reappointment of Jeffrey C. Johnson, Connie Hellbusch, Bob White, and Bryan Chochon to Citizen's Advisory Review Committee for four-year terms.

MEMORANDUM

DATE: June 10, 2022
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following names to you for reappointment at the June 20, 2022, 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.

CITIZEN'S ADVISORY REVIEW COMMITTEE: (Four-year term)

Jeffrey C. Johnson
Connie Hellbusch
Bob White
Bryan Chochon


James B. Bulkley, Mayor

4.E. Bid from Dale R. Johnson dba Johnson Trucking for one-year supply of road gravel in the amount of \$23.90 per cubic yard delivered or \$18.45 per cubic yard if picked up.

The City of **Columbus**

MEMORANDUM

DATE: June 14, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Annual Gravel Bid 2022

RECOMMENDATION:

I recommend the annual gravel contract be awarded to Dale R Johnson dba Johnson Trucking of Columbus, Nebraska.

DISCUSSION:

Two bids were received for providing gravel to the City from June 30, 2022 to June 29, 2023. Attached is the bid tabulation sheet. The recommendation is to accept the low bid. Gravel may either be hauled and stockpiled at the Central Maintenance Facility or obtained by City forces from the Columbus area gravel pit. Approximately 1,200 cubic yards are purchased each year.

FISCAL IMPACT:

Delivered to the Central Maintenance Facility is \$23.90 per cubic yard
Picked up by City forces is \$18.45 per cubic yard.

The costs are in line with previous annual bids with an inflationary factor.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____
Chuck Sliva, Public Works Director

SIGNATURE:

Recommended By: Richard J Bogus

Approved By: [Signature]

CITY OF COLUMBUS

BID TABULATION

GRAVEL FOR ROAD SURFACING 2022

BID OPENING: JUNE 14, 2022 AT 2:00 P.M.

Contractor: Dale R Johnson Ent, Inc. dba Johnson Trucking Sand & Gravel	Contractor: Central Sand & Gravel Company	Contractor:
3163 So 16 Street	4521 Howard Blvd.	
Columbus, NE 68601	Columbus, NE 68601	
Bid Bond:	Bid Bond:	Bid Bond:

Description	Unit	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
Gravel delivered to stockpile at 4528 19th Street or gravel on streets	C.Y.	23.90/CY	18.70/Ton (25.24/CY)	
Gravel picked up by City at bidder's stock pile	C.Y.	18.45/CY	15.00/Ton (20.25/CY)	

4.F. Resolution No. R22-73 authorizing payment of various improvement projects.

RESOLUTION NO. R22- 73

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: BOYD JONES CONSTRUCTION CO. – COMMUNITY BUILDING – \$1,093,364.94; COMMONWEALTH ELECTRIC MIDWEST – 33 AVENUE VIADUCT UP-LIGHTING – \$67,090.50; GEHRING CONSTRUCTION & READY MIX CO., INC. – WATER AND CONCRETE IMPROVEMENTS 2022 – \$445,225.83; GEHRING CONSTRUCTION & READY MIX CO., INC. – STREET IMPROVEMENT DISTRICT NO. 185 (E 14 AVENUE, 23 STREET TO NORTH CORPORATE LIMITS) – \$190,176.16; LANDSCAPES UNLIMITED, LLC. – QUAIL RUN GOLF COURSE – \$12,420.00; MUNICIPAL PIPE TOOL CO., LLC – SANITARY SEWER REHABILITATION 2021 – \$6,586.63; OBRIST & CO., INC. – LIFT STATION REPLACEMENTS 2020 – \$159,340.73.

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

Boyd Jones Construction Co.	Community Building	\$1,093,364.94
Commonwealth Electric Midwest	33 rd Avenue Viaduct Up-Lighting	\$ 67,090.50
Gehring Construction & Ready Mix Co, Inc.	Water & Concrete Paving Improve 2022	\$ 445.225.83
Gehring Construction & Ready Mix Co, Inc.	SID# 185 E 14 Ave. 23 St. to N Corp Limits	\$ 190,176.16
Landscapes Unlimited, LLC	Quail Run Golf Course	\$ 12,420.00
Municipal Pipe Tool Co., LLC	Sanitary Sewer Rehab 2021	\$ 6,586.63
Obrist & Co., Inc.	Lift Station Replacements 2020	\$ 159,340.73

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

City of Columbus, NE
PO Box 1677
Columbus, NE 68602-1677

FROM CONTRACTOR:
Boyd Jones Construction Co.
950 S. 10th St., STE 100
Omaha, NE 68108
CONTRACT FOR:

PROJECT:

Library / Cultural Arts Facility

VIA ARCHITECT:

APPLICATION NO:

18

PERIOD TO:

5/31/22

Start:

5/1/22

Finish:

5/31/22

PROJECT NOS: 16-026

CONTRACT DATE:

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	26,201,578.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	26,201,578.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	11,960,087.88
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	1,184,384.13
b. % of Stored Material	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
	\$	1,184,384.13
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	10,775,703.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	9,682,338.81
8. CURRENT PAYMENT DUE	\$	1,093,364.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,425,874.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0 00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0 00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: [Signature] Date: 6/3/2022
State of: Nebraska County of: Lincoln
Subscribed and sworn to before me this _____ day of _____
Notary Public: [Signature]
My Commission Expires: 05-01-2026
GENERAL NOTARY STATE OF NEBRASKA
MARTHA A BANG
My Comm. Exp. March 1, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 1,093,364.94

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

ARCHITECT:

By: [Signature] Date: 6/6/2022
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.
[Signature] 6-6-2022

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT:
COL VIADUCT LIGHTING

APPLICATION NO: 98328
PERIOD TO: 05/31/2022
PROJECT NOS: 233271
CONTRACT NO: 1
CONTRACT DATE: 12/29/2021

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA ARCHITECT:
CONTRACT

PAY APPLICATION #3

CONTRACT FOR: 0001-ELECTRICAL

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	161,401.00
2. Net change by Change Orders	\$	53,025.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	214,426.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	97,650.00
5. RETAINAGE:		
a. 10 % of Completed Work (Columns D + E on G703)	\$	9,765.00
b. 0 % of Stored Material (Column F on G703)	\$.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	9,765.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 total)	\$	87,885.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	20,794.50
8. CURRENT PAYMENT DUE	\$	67,090.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	126,541.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	F.O. #1,2 27,025.00	.00
Total changes approved in	F.O. #3 26,000.00	.00
TOTALS	53,025.00	.00
NET CHANGES by Change Order		53,025.00

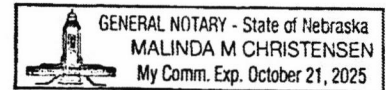
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Commonwealth Electric Midwest

By:

Date: 5/25/2022

State of: Nebraska
County of: Platte



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

Notary Public: Malinda M. Christensen

My Commission expires: October 21, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED

\$ 67,090.50

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

ARCHITECT

By:

[Signature]

Date:

3 JUNE 2020

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

Richard J. Bogus

6-6-2022



Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: 4	
Application Period: (From - to) 5/3/22 to 6/7/22	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.
Contractor's Project No.:	
Project Name: Water and Concrete Paving Improvements 2022	Via (Engineer / Architect): Rick Bogus
Fiscal Year Budget Number: 200-200-57300-20071 / 520-520-57200-21025	

Application For Payment

Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$ 3,414,568.00
2. Net change by Field Order and Change Orders.....	\$ (848,342.50)
3. Current Contract Price (Line 1 ± 2).....	\$ 2,566,225.50
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 1,350,013.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 128,311.28
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 1,221,701.73
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 776,475.90
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 445,225.83
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$ 1,342,715.78

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

Contractor's Certification	
<p>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.</p>	
<p>Contractor: Gehring Construction & Ready Mix Co.</p>	
<p>By: <i>Stephen Anderson</i></p>	<p>Date: <i>6-7-22</i></p>
<p>Printed/Typed Name: Stephen Anderson</p>	

Payment of:	
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	
	(Consulting Engineer/Architect) (Date)
Payment of:	\$ 445,225.83
	(Line 8 or other - attach explanation of the other amount)
is approved by:	<i>Richard J. Bogus</i> 6-9-2022
	(City Engineer) (Date)
Approved by:	
	Funding Agency (if applicable) (Date)



Contractor's Application and Certificate of Payment

Contractor's Application for Payment No: 10	
Application Period: (From - To) 5/24/22 to 6/7/22	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction and Ready Mix Co., Inc.
Contractor's Project No.:	
Project Name: SID#185 E 14 Ave. 23 St. to N. Corp. Limits, SID#186 Alley between 14 & 15 St. & 28 & 29 Ave., SID#187 25 St. from 33 Ave., W	
Via (Consulting Engineer / Architect):	
Fiscal Year Budget Number: SID#185 20-74, SID#186 21-75, SID#187 21-76	

Application For Payment

Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	3,403,102.15
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	3,403,102.15
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	2,417,657.77
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	170,155.11
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	2,247,502.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	2,057,326.50
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	190,176.16
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... (To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)	\$	1,253,712.49

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.

By: Stephen Anderson Date: 6-7-22

Printed/Typed Name: Stephen Anderson

Payment of:

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

is recommended by:

(Consulting Engineer/Architect)

(Date)

Payment of:

\$

190,176.16

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

is approved by:

Richard J Bogus
(City Engineer)

6-9-2022

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

1 PAGES

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

APPLICATION NO: 13
 APPLICATION DATE: 05/31/22
 PERIOD TO: 05/31/22
 PAYMENT DUE: 06/20/22

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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

Payment by Wire Transfer
 PROJECT NO: 2006A

CONTRACT FOR: Golf Course Repairs

CONTRACT DATE: December 7, 2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,378,345.67
2. Net change by Change Orders	\$	7,793.73
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,386,139.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,386,139.40
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	138,613.94
b. 0 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	138,613.94
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,247,525.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,235,105.46
8. CURRENT PAYMENT DUE	\$	12,420.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	138,613.94

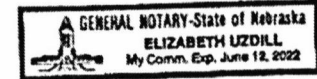
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: LANDSCAPES UNLIMITED, LLC

By: [Signature] Date: May 31, 2022

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

[Signature]



My Commission Expires: June 12, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 12,420.00

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

ARCHITECT: [Signature] Date: 6/2/2022

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

[Signature] 6-6-2022

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,743.23	\$0.00
Total approved this Month	\$0.00	\$0.00
Change Order 3	\$0.00	\$9,949.50
	\$0.00	\$0.00
	\$0.00	\$0.00
TOTALS	\$17,743.23	\$9,949.50
NET CHANGES by Change Order	\$7,793.73	



Contractor's Application and Certificate of Payment

	Contractor's Application for Payment No:	2-FINAL
	Application Period: (From: /To:)	9/17/21-6/6/2022
To: City of Columbus (Owner)	From (Contractor): Municipal Pipe Tool Co. LLC	Contractor's Project No.:
Project Name: Sanitary Sewer Rehabilitation 2021		Via (Consulting Engineer / Architect):
Fiscal Year Budget Number: 500-500-57300-20094		

Application For Payment

Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	131,732.55
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	131,732.55
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	131,732.55
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)		
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	131,732.55
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	125,145.92
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	6,586.63
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	-

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

Contractor's Certification	
<p>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.</p>	
<p>Contractor: Municipal Pipe Tool Co., LLC</p>	
<p>By: <i>Sharon Waschkat</i></p>	<p>6/7/2022</p>
<p>Printed/Typed Name: Sharon Waschkat</p>	

Payment of:		
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:		
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$	6,586.63
is approved by:	<i>Richard J Bogus</i>	6-9-2022
	(City Engineer)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

Application Period: March 25, 2022 - May 27, 2022	Application Date: 5/27/2022
To (Owner): City of Columbus, Nebraska	From (Contractor): Obrist & Co., Inc.
Project: Lift Station Replacements - 2020 Columbus, Nebraska	Contract: Lift Station Replacements - 2020 Columbus, Nebraska
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.: 211.855

Application For Payment Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,428,637.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	\$1,428,637.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,377,560.25
5. RETAINAGE:		
a. 5% X \$1,428,637.00 Work Completed.....	\$	\$71,431.85
b. 10% X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$71,431.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,306,128.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$114,787.67
8. AMOUNT DUE THIS APPLICATION.....	\$	\$159,340.73
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$122,508.60

Contractor's Certification

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

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

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

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

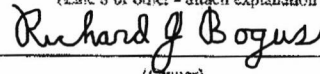
Contractor Signature

By:  Date: 6-1-22

Payment of: \$ 159,340.73
(Line 8 or other - attach explanation of the other amount)

is recommended by:  6/1/22
(Engineer) (Date)

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

is approved by:  6-9-2022
(Owner) (Date)

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

4.G. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2021 TO 05/31/2022
 CASH AND INVESTMENT ACCOUNTS

FUND: 100 160 175 189 200 205 210 211 220 221 225 240 260 270 400 480 500 520 530 560 570 600 710 730 740 745 750 999

Fund	Description	Beginning Balance 10/01/2021	Total Debits	Total Credits	Ending Balance 05/31/2022
100	GENERAL FUND	9,095,241.38	48,346,037.26	52,618,202.89	4,823,075.75
160	PLATTE CO LIBRARY SERVICE	79,247.31	13,000.05	23.10	92,224.26
175	ARP ACT FUNDS	2,076,774.22	4,303.21	601.57	2,080,475.86
189	PERPETUAL CARE	79,597.37	164.91	23.06	79,739.22
200	STREETS/ENGINEERING	4,625,750.73	7,473,046.09	8,336,594.86	3,762,201.96
205	AIRPORT	871,098.09	271,607.49	244,703.09	898,002.49
210	SALES TAX	9,644,849.66	5,814,980.24	4,158,136.90	11,301,693.00
211	1/2 CENT SALES TAX	13,698,335.36	11,026,305.59	16,279,609.36	8,445,031.59
220	COMMUNICATIONS - E911	209,873.59	1,130,488.07	1,003,517.93	336,843.73
221	COMMUNICATIONS - WIRELESS E911	205,343.73	73,536.82	73,928.52	204,952.03
225	COMMUNICATIONS-EC-911 EQUIPMENT	(7,878.46)	12,432.00	13,986.00	(9,432.46)
240	HOUSING REHAB & LOANS	67,236.47	134,787.04	147,981.97	54,041.54
260	PROGRESS AND JOBS GROWTH	1,232,941.72	501,273.50	127,920.84	1,606,294.38
270	KENO	813,318.91	550,502.21	438,799.40	925,021.72
400	DEBT SERVICE FUND	7,880,908.76	330,456.19	2,972,029.95	5,239,335.00
480	COMMUNITY REDEVL AUTH	162,349.10	434,918.52	128,326.88	468,940.74
500	UTILITY SERVICE	13,840,595.46	8,057,138.05	8,742,893.88	13,154,839.63
520	WATER	12,635,880.14	3,156,267.47	2,338,799.39	13,453,348.22
530	LOUP DISTRIBUTION	2,434,784.28	3,269,418.50	3,222,983.86	2,481,218.92
560	STORMWATER UTILITY	778,908.44	284,265.12	67,606.54	995,567.02
570	SOLID WASTE DIVISION	2,560,796.03	1,562,781.26	1,106,610.89	3,016,966.40
600	HEALTH INSURANCE	2,535,982.13	555,630.45	700,771.97	2,390,840.61
710	FIRE PENSION	93,414.09	186.55	7,184.98	86,415.66
730	LICENSES TO SCHOOLS	4,165.00	14,895.00	4,165.00	14,895.00
740	LIBRARY FOUNDATION	3,408,222.67	0.00	0.00	3,408,222.67
745	LIBRARY ENDOWMENT	2,075,751.15	0.00	0.00	2,075,751.15
750	GERRARD PARK TRUST	157,276.80	5,307.41	10,841.05	151,743.16
999	PAYROLL CLEARING	126,427.13	6,377,691.92	6,440,175.91	63,943.14
	TOTAL - ALL FUNDS	91,387,191.26	99,401,420.92	109,186,419.79	81,602,192.39

4.H. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02281 06/21/2022	A & S DETAILING INVOICE	896466	2014 DODGE VAN	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02057 06/21/2022	A TO Z MESSAGING INVOICE	15044	ANSWERING SERVICE	125.00	
06/21/2022	INVOICE	14900	ANSWERING SERVICE	125.00	
06/21/2022	INVOICE	14747	ANSWERING SERVICE	125.00	
			Total:	375.00	
			Net of 3 Invoices / 0 Checks	375.00	
00116 06/21/2022	ACE HARDWARE & GARDEN CNT INVOICE	186232/5	GALV NIPPLE & ELBOW	7.98	
06/21/2022	INVOICE	186249/5	TOILET BOWEL BRUSH	5.58	
06/21/2022	INVOICE	186259/5	NUTS, BOLTS, SCREWS	2.80	
06/21/2022	INVOICE	186295/5	SPRAY PAINT	22.38	
06/21/2022	INVOICE	186288/5	SPRAY PAINT	23.96	
06/21/2022	INVOICE	186294/5	KEY MASTER, PADLOCK	56.92	
06/21/2022	INVOICE	186221/5	PRESURE WASHER	299.99	
06/21/2022	INVOICE	186213/5	EXT TUBE	10.58	
06/21/2022	INVOICE	186210/5	BATTERY WTCH	25.77	
06/21/2022	INVOICE	185954/5	NUTS, BOLTS, SCREWS	8.93	
06/21/2022	INVOICE	185995/5	THROTTLE CABLE	16.99	
06/21/2022	INVOICE	186345/5	HOOKS	89.28	
06/21/2022	INVOICE	186348/5	DECK SCREW	9.99	
06/21/2022	INVOICE	186349/5	FLEX VINYL DUCT, RESCUE TAPE	21.98	
06/21/2022	INVOICE	186142/5	PAINT ROLLERS	39.97	
06/21/2022	INVOICE	186162/5	NUTS, BOLTS, SCREWS	2.45	
06/21/2022	INVOICE	186161/5	CONCRETE MIX	19.56	
06/21/2022	INVOICE	186031/5	PAINTBRUSHS	19.34	
06/21/2022	INVOICE	186046/5	SLIP COUPLING	16.99	
06/21/2022	INVOICE	186115/5	MECHANICS ADJUST SEAT	32.99	
			Total:	734.43	
			Net of 20 Invoices / 0 Checks	734.43	
03104 06/21/2022	ACE SANITATION SERVICE INC. INVOICE	4932 JUNE 22	GARBAGE SERVICE	44.00	
06/21/2022	INVOICE	4931 JUNE 22	GARBAGE SERVICE	44.00	
			Total:	88.00	
			Net of 2 Invoices / 0 Checks	88.00	
00180 06/21/2022	ADVANCE AUTO PARTS INVOICE	5606215368493	OIL FILTER, 15W50 OIL	40.60	
06/21/2022	INVOICE	5606215968576	AIR FILTER	10.84	
06/21/2022	INVOICE	5606215968577	SERP BELT	26.12	
			Total:	77.56	
			Net of 3 Invoices / 0 Checks	77.56	
00102 06/21/2022	AG SPRAY EQUIPMENT INVOICE	554754	ANTIFOAM QUART	50.84	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	555773	SPRAY TIP	30.60	
06/21/2022	INVOICE	552431	ROTARY SEAL	73.80	
06/21/2022	INVOICE	557271	CERAMIC TEEJET	14.68	
Total:				169.92	
Net of 4 Invoices / 0 Checks				169.92	
02304	ALPHAMEDIA USA LLC				
06/21/2022	INVOICE	CC-KZ-1220543175	MAY ADVERTISING	400.00	
06/21/2022	INVOICE	CC-KT-122055905	MAY ADVERTISING	400.00	
06/21/2022	INVOICE	CC-KL-1220531254	MAY ADVERTISING	400.00	
06/21/2022	INVOICE	CC-KK-1220521455	MAY ADVERTISING	400.00	
06/21/2022	INVOICE	CC-KJ-1220515459	MAY ADVERTISING	400.00	
Total:				2,000.00	
Net of 5 Invoices / 0 Checks				2,000.00	
10442	AMAZON				
06/21/2022	INVOICE	433834885749	PRIME MEMBERSHIP FEE	179.00	
06/21/2022	INVOICE	447699636433	STARTECH.COM USB C TO GIGABIT	25.21	
06/21/2022	INVOICE	896586796539	LOGITECH HD WEBCAM C310 STAND	29.99	
06/21/2022	INVOICE	748366977939	ICC WALL MOUNT RACK	149.95	
06/21/2022	INVOICE	788787458494	PRESSURE WASHER HOSE	138.00	
06/21/2022	INVOICE	557877976655	GENERAL PUMP	189.98	
06/21/2022	INVOICE	634545474549	FLUKE NETWORKS QUICKCLEAN	139.98	
06/21/2022	INVOICE	443843478755	COLORED CARDSTOCK	28.98	
06/21/2022	INVOICE	436733766755	DVD'S	205.98	
06/21/2022	INVOICE	744635845839	2 - IPHONE CHARGER	28.88	
06/21/2022	INVOICE	594435455997	PRESSURE WASHER, ADAM'S FOAM CANNON	116.04	
Total:				1,231.99	
Net of 11 Invoices / 0 Checks				1,231.99	
01189	AMERICAN RED CROSS				
06/21/2022	INVOICE	22432399	CPR/AED FOR PROFESSIONAL RESCUERS, LIFEGUARD	526.00	
Total:				526.00	
Net of 1 Invoices / 0 Checks				526.00	
00418	AQUA-CHEM INC				
06/21/2022	INVOICE	00199356	HYPOCHLORITE SOLUTION, HYDROCHLORIC ACID	2,516.00	
Total:				2,516.00	
Net of 1 Invoices / 0 Checks				2,516.00	
10561	ARNOLD MOTOR SUPPLY				
06/21/2022	INVOICE	78NV039247	SUPPLIES	98.84	
06/21/2022	INVOICE	78NV038855	12 V BATTERY	63.36	
06/21/2022	INVOICE	78NV039481	12V HIGH PERF BATTERY	148.11	
06/21/2022	INVOICE	78NV039131	A/C HEATER RELAY	9.60	
06/21/2022	INVOICE	78NV038700	YELLOW LED STROBE, PLUG-IN PIGTAIL	315.68	
06/21/2022	INVOICE	78NV039408	PENETRATING OIL	69.48	
Total:				705.07	
Net of 6 Invoices / 0 Checks				705.07	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10663 06/21/2022	AUXIANT P2 INVOICE	6082022FEES	MAY ADMIN FEES	63,033.68	
			Total:	63,033.68	
			Net of 1 Invoices / 0 Checks	63,033.68	
00976 06/21/2022	AVI SYSTEMS, INC INVOICE	88803050	970889 - CITY OF COLUMBUS COMMUNITY BUILDING	156,300.82	
			Total:	156,300.82	
			Net of 1 Invoices / 0 Checks	156,300.82	
10822 06/21/2022	BARRELHOUSE INVOICE	06082022	2 HR SHOW SUMMER CONCERT SERIES	800.00	
			Total:	800.00	
			Net of 1 Invoices / 0 Checks	800.00	
00461 06/21/2022	BEHLEN TOWING LLC INVOICE	28328	TOWING	150.00	
06/21/2022	INVOICE	29355	TOWING	150.00	
06/21/2022	INVOICE	28330	TOWING	150.00	
06/21/2022	INVOICE	28423	TOWING	150.00	
			Total:	600.00	
			Net of 4 Invoices / 0 Checks	600.00	
03256 06/21/2022	BLACK HILLS ENERGY INVOICE	6942 7542 63	JUNE2 NATURAL GAS	2,145.25	
06/21/2022	INVOICE	8429 6210 02	JUNE NATURAL GAS	415.83	
06/21/2022	INVOICE	0815 1921 72	JUNE NATURAL GAS	314.56	
06/21/2022	INVOICE	6007 1329 48	JUNE NATURAL GAS	268.89	
06/21/2022	INVOICE	5317 1214 84	JUNE NATURAL GAS	73.82	
06/21/2022	INVOICE	1450 5796 12	JUNE NATURAL GAS	65.93	
06/21/2022	INVOICE	4447 5106 07	JUNE NATURAL GAS	61.38	
06/21/2022	INVOICE	6310 3990 85	JUNE NATURAL GAS	61.20	
06/21/2022	INVOICE	5431 5180 01	JUNE NATURAL GAS	58.28	
06/21/2022	INVOICE	5915 3548 20	JUNE NATURAL GAS	43.67	
06/21/2022	INVOICE	5048 9157 09	JUNE NATURAL GAS	39.35	
06/21/2022	INVOICE	7504 0422 35	JUNE NATURAL GAS	38.26	
			Total:	3,586.42	
			Net of 12 Invoices / 0 Checks	3,586.42	
10703 06/21/2022	BLEVINS TREVOR INVOICE	06142022PARKS	UMP	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
10748 06/21/2022	BONCZYNSKI ADAM INVOICE	60822STREET	CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10353 06/21/2022	BORCHERS, CLETUS INVOICE	60722STREET	CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
10800 06/21/2022	BOUCLY AUDE INVOICE	2022-10	YOGA CLASS	240.00	
			Total:	240.00	
			Net of 1 Invoices / 0 Checks	240.00	
00240 06/21/2022	BOUND TREE MEDICAL LLC INVOICE	84542516	SOFT STRETCHER, CURAPLEX DART	849.30	
			Total:	849.30	
			Net of 1 Invoices / 0 Checks	849.30	
02485 06/21/2022	BOYD JONES CONSTRUCTION CO INVOICE	18	LIBRARY/CULTURAL ARTS FACILITY	1,093,364.94	
			Total:	1,093,364.94	
			Net of 1 Invoices / 0 Checks	1,093,364.94	
00005 06/21/2022	BROWN'S SHOE FIT CO INVOICE	24	BLACK DUTY SHOE - SYLVESTER QM	140.00	
06/21/2022	INVOICE	23	SIDE ZIP DUTY BOOT - SYLVESTER QM	200.00	
			Total:	340.00	
			Net of 2 Invoices / 0 Checks	340.00	
03018 06/21/2022	BS&A SOFTWARE INVOICE	141650	2022 BS&A ANNUAL USER CONFERENCE	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
10767 06/21/2022	CANINE TACTICAL OPERATIONS INVOICE	SKIDDS	TUITION	475.00	
			Total:	475.00	
			Net of 1 Invoices / 0 Checks	475.00	
02979 06/21/2022	CAPITAL BUSINESS SYSTEMS INVOICE	1178735	COPIER CONTRACT	59.56	
			Total:	59.56	
			Net of 1 Invoices / 0 Checks	59.56	
10626 06/21/2022	CAPITAL ONE - WALMART INVOICE	882144591163431	PAPER TOWELS, KLEENEX, DAWN, WINDEX	159.57	
06/21/2022	INVOICE	232146688591489	HP INK	189.15	
06/21/2022	INVOICE	442144449961784	6 QT BOWL, POP	36.22	
06/21/2022	INVOICE	662146502125421	FIELD EASEL	23.52	
			Total:	408.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 4 Invoices / 0 Checks	408.46	
00091 06/21/2022	CAROLINA SOFTWARE INVOICE	83360	WASTE WORKS LASER TICKET	640.70	
			Total: Net of 1 Invoices / 0 Checks	640.70 640.70	
00622 06/21/2022	CAT'S PRO MOW INVOICE	200671	MAY MOW/TRIM	165.00	
			Total: Net of 1 Invoices / 0 Checks	165.00 165.00	
01209 06/21/2022 06/21/2022	CENTER POINT LARGE PRINT INVOICE INVOICE	1934015 1937503	MATERIALS MATERIALS	89.88 29.96	
			Total: Net of 2 Invoices / 0 Checks	119.84 119.84	
01148 06/21/2022	CENTURY LINK INVOICE	402D330443 JUNE 1	E911 PHONE CHARGES	930.00	
			Total: Net of 1 Invoices / 0 Checks	930.00 930.00	
10795 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022 06/21/2022	CHESTERMAN COMPANY INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	1274227 10783080 10790035 10790525 10790139 10766994 10774354 5312022 10783936 10779171 10783701	CREDIT - CO2 EMPTIES PAWNEE PARK CONCESSIONS PAWNEE PARK CONCESSIONS- LEMONADE, MELLO YE: PAWNEE PARK CONCESSIONS CREDIT - BERRY BLAS' PAWNEE PARK CONCESSIONS CONCESSIONS CONCESSIONS - DRINKS FINANCE CHARGE - REFUNDING NEXT MONTH REFUND TAX CONCESSIONS - GERRARD PARK DRINKS CONCESSIONS - GERRARD PARK DRINKS	(100.00) 664.60 95.60 (47.80) 1,706.07 473.13 204.32 7.10 (45.03) 326.28 545.84	
			Total: Net of 11 Invoices / 0 Checks	3,830.11 3,830.11	
10828 06/21/2022	CHRISTENSEN STEVE INVOICE	06142022PARKS	UMP	480.00	
			Total: Net of 1 Invoices / 0 Checks	480.00 480.00	
10637 06/21/2022	CIELOCHA, HAYLEE INVOICE	QR-0622	MAY SOCIAL MEDIA POSTS	100.00	
			Total: Net of 1 Invoices / 0 Checks	100.00 100.00	
10816	CLAUSSEN ROD				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	06142022PARKS	UMP	210.00	
			Total:	210.00	
			Net of 1 Invoices / 0 Checks	210.00	
10827 06/21/2022	CLINE RANDY INVOICE	06142022PARKS	UMP	390.00	
			Total:	390.00	
			Net of 1 Invoices / 0 Checks	390.00	
10826 06/21/2022	CLINE TYLER INVOICE	06142022PARKS	UMP	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
00262 06/21/2022	CLUB PROPHET SYSTEMS INVOICE	402206013572	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
02542	CNC REPAIR LLC				
06/21/2022	INVOICE	6051	OIL CHANGE, AIR FILTER UNIT #202	56.43	
06/21/2022	INVOICE	6052	OIL CHANGE, AIR FILTER, TIRE REPAIR UNIT #1	91.43	
06/21/2022	INVOICE	6062	OIL CHANGE, AIR FILTER UNIT #193	56.43	
06/21/2022	INVOICE	6075	TIRE REPAIR UNIT #177	35.00	
06/21/2022	INVOICE	6082	BATTERY UNIT #198	226.29	
06/21/2022	INVOICE	6095	OIL CHANGE UNIT #203	40.00	
06/21/2022	INVOICE	6103	OIL CHANGE UNIT #6103	40.00	
06/21/2022	INVOICE	6108	TRANSMISSION SERVICE UNIT #193	217.05	
06/21/2022	INVOICE	6117	OIL CHANGE, REPAIR SPEED SENSOR UNIT #194	318.92	
06/21/2022	INVOICE	6128	REPAIR EVAP PURGE SOLENOID UNIT #202	243.40	
06/21/2022	INVOICE	6167	OIL CHANGE UNIT #197	40.00	
06/21/2022	INVOICE	6190	SERVICE 2014 DODGE CARAVAN VIN #8041	3,328.74	
			Total:	4,693.69	
			Net of 12 Invoices / 0 Checks	4,693.69	
03140	COLUMBUS AREA CHAMBER OF				
06/21/2022	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	980.00	
06/21/2022	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	900.00	
			Total:	1,880.00	
			Net of 2 Invoices / 0 Checks	1,880.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
06/21/2022	INVOICE	10002274	PHARMACY	869.30	
			Total:	869.30	
			Net of 1 Invoices / 0 Checks	869.30	
10768	COLUMBUS CREDIT SERVICES				
06/21/2022	INVOICE	ACCTY150 MAY 22	MAY COLLECTIONS	169.70	
06/21/2022	INVOICE	PBCOC01	ANNUAL PUBLIC RECORD BULLETIN - WTR OFFICE	155.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	324.70	
			Net of 2 Invoices / 0 Checks	324.70	
01638 06/21/2022	COLUMBUS FAMILY RESOURCE CTR INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,967.12	
			Total:	9,967.12	
			Net of 1 Invoices / 0 Checks	9,967.12	
03139 06/21/2022	COLUMBUS PLUMBING COMPANY INVOICE	0005969	4" BRASS CLEANOUT/PLUG	24.45	
			Total:	24.45	
			Net of 1 Invoices / 0 Checks	24.45	
03144 06/21/2022	COLUMBUS TELEGRAM INVOICE	118-60003415	LEGAL NOTICES, EMPLOYMENT ADS.	6,062.14	
			Total:	6,062.14	
			Net of 1 Invoices / 0 Checks	6,062.14	
03143 06/21/2022	COLUMBUS TIRE & SERVICE INVOICE	1-19832	REPAIR TIRE	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
01250 06/21/2022	COMMONWEALTH ELECTRIC COMPANY INVOICE	3	COL VIADUCT LIGHTING	67,090.50	
			Total:	67,090.50	
			Net of 1 Invoices / 0 Checks	67,090.50	
03146 06/21/2022	CONNECTING POINT/RADIO SHACK INVOICE	15546	2 - HP COLOR LJ PRO MFP PRINTER	1,622.84	
			Total:	1,622.84	
			Net of 1 Invoices / 0 Checks	1,622.84	
02718 06/21/2022	CORE & MAIN LP INVOICE	Q668678	16 - IPERL METERS	2,352.00	
06/21/2022	INVOICE	Q777914	48 - IPERL METERS	7,056.00	
			Total:	9,408.00	
			Net of 2 Invoices / 0 Checks	9,408.00	
03147 06/21/2022	CORNHUSKER PUBLIC POWER DIST INVOICE	415030009 JUNE22	ELECTRICITY	155.65	
06/21/2022	INVOICE	415030008 JUNE22	ELECTRICITY	161.35	
06/21/2022	INVOICE	415030007 JUNE22	ELECTRICITY	254.70	
06/21/2022	INVOICE	415030006 JUNE22	ELECTRICITY	183.95	
06/21/2022	INVOICE	415030005 JUNE22	ELECTRICITY	38.17	
06/21/2022	INVOICE	415030001 JUNE22	ELECTRICITY	84.67	
			Total:	878.49	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 6 Invoices / 0 Checks	878.49	
03149	CULLIGAN OF COLUMBUS				
06/21/2022	INVOICE	258841	POU COOLER	38.00	
06/21/2022	INVOICE	258872	POU COOLER	38.50	
06/21/2022	INVOICE	258879	REVERSE OSMOSIS	63.00	
			Total:	139.50	
			Net of 3 Invoices / 0 Checks	139.50	
02447	CUTTING EDGE LAWN CARE SERVICE				
06/21/2022	INVOICE	2218	2458 26TH AVE	125.00	
			Total:	125.00	
			Net of 1 Invoices / 0 Checks	125.00	
10821	DIEDRICHS AARON				
06/21/2022	INVOICE	52722AIRPORT	MENARDS DRAWER PULLS	21.77	
06/21/2022	INVOICE	52622AIRPORT	AMAZON DOORPLATES	55.92	
			Total:	77.69	
			Net of 2 Invoices / 0 Checks	77.69	
00374	DUNBAR DOUGLAS				
06/21/2022	INVOICE	53122GOLF	LIQUOR COMMISSIONS	4,380.81	
06/21/2022	INVOICE	53122GOLF	CREDIT CARD FEES REIMBURSEMENT	1,341.00	
06/21/2022	INVOICE	53122GOLF	MONTHLY CONTRACT	6,498.00	
06/21/2022	INVOICE	53122GOLF	MONTHLY COMMISSIONS	2,431.03	
			Total:	14,650.84	
			Net of 4 Invoices / 0 Checks	14,650.84	
03158	EAKES OFFICE SOLUTIONS				
06/21/2022	INVOICE	8511937-0	3 - EXECUTIVE NOTEBOOKS	64.98	
06/21/2022	INVOICE	8490613-0	POST IT	5.52	
06/21/2022	INVOICE	8511936-0	DRY ERASE BOARD, MAGNETS	246.18	
			Total:	316.68	
			Net of 3 Invoices / 0 Checks	316.68	
03160	EDUCATIONAL SERV UNIT #7				
06/21/2022	INVOICE	2365	SUMMER RDG FLIER	183.48	
			Total:	183.48	
			Net of 1 Invoices / 0 Checks	183.48	
01597	ELECTRONIC ENGINEERING				
06/21/2022	INVOICE	855001706-1	REPAIR FIRECOM HEADSET	242.20	
06/21/2022	INVOICE	853004126-1	2022 FORD POLICE INTERCEPTOR #207 - INSTALL	13,269.05	
06/21/2022	INVOICE	853004232-1	2022 FORD POLICE INTERCEPTOR #206 - INSTALL	13,269.05	
06/21/2022	INVOICE	853004233-1	2022 FORD POLICE INTERCEPTOR #205 - INSTALL	13,269.05	
06/21/2022	INVOICE	855001739-1	2-MIC-CLIP, SPECTRUM MAGNETIC MOUNT	114.41	
			Total:	40,163.76	
			Net of 5 Invoices / 0 Checks	40,163.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10818 06/21/2022	EMERGENCY SERVICES MKTING CORP INVOICE	06062022FIRE	ONE YEAR SUBSCRIPTION	860.00	
			Total:	860.00	
			Net of 1 Invoices / 0 Checks	860.00	
03165 06/21/2022	FASTENAL COMPANY INVOICE	NECOL243270	FLO ORANGE 17OZ, NEMESIS EYEWEAR	114.48	
			Total:	114.48	
			Net of 1 Invoices / 0 Checks	114.48	
03167 06/21/2022	FERRELLGAS LP INVOICE	RNT9304875	RENTAL FROM 5/01/22 TO 4/30/2023 WATER PLAN'	73.32	
			Total:	73.32	
			Net of 1 Invoices / 0 Checks	73.32	
00242 06/21/2022	FIRST NATIONAL BANK OMAHA INVOICE	302145683849308	GLASS CLEANER, AIR FRESHENER, FILE HOLDERS,	56.19	
06/21/2022	INVOICE	278	USA FLEET SUPPLY - CDL CLASS A/B DVD SET, C	343.28	
06/21/2022	INVOICE	5022022POLICE	TRAINING MEALS \$26.00, \$15.78	41.78	
06/21/2022	INVOICE	47732006	HOLIDAY INN EXPRESS - ANDERSON	440.00	
06/21/2022	INVOICE	29577	NASRO DUES	40.00	
06/21/2022	INVOICE	51822JCC	D'LEON'S - LUNCH TRAINING IN LINCOLN	35.85	
06/21/2022	INVOICE	169	UNITED STATES POST OFFICE	174.00	
06/21/2022	INVOICE	51022LIBRARY	REFUND OVERLIMIT FEE	(39.00)	
06/21/2022	INVOICE	52922LIBRARY	CONSTANT CONTACT	66.50	
06/21/2022	INVOICE	51622LIBRARY	FAX PLUS	11.99	
06/21/2022	INVOICE	1000010302	GEYER -ON EAR HEADPHONE	26.93	
06/21/2022	INVOICE	60222BHM	WORLD HERALD SUBSCRIPTION	19.99	
06/21/2022	INVOICE	VPF3HPJ3KX	VISTA PRINT - BUSINESS CARDS	22.99	
06/21/2022	INVOICE	51222COMM	REFUNDED TAX ON VISTAPRINT	(1.50)	
06/21/2022	INVOICE	0681-162737	O'REILLY - CABIN FILTER	15.63	
06/21/2022	INVOICE	60122AQ	AUTHORIZE NET FEES	30.00	
06/21/2022	INVOICE	05272A5CQ56	SLUMBERLAND 2 -ACCENT CHAIRS	380.00	
06/21/2022	INVOICE	BVNW25TY	PSI SERVICES	175.00	
06/21/2022	INVOICE	67	BURGER KING	15.24	
06/21/2022	INVOICE	200069910	FBI LEEDA - CLI	695.00	
06/21/2022	INVOICE	52622POLICE	MEALS - BLACK & WEHLING	106.40	
06/21/2022	INVOICE	51022POLICE	NSA/POAN - CANCELED REGISTRATION	(105.00)	
06/21/2022	INVOICE	754544	GROCERY - CONCESSION STAND	170.95	
06/21/2022	INVOICE	915342	GROCERY - CONCESSION STAND	97.64	
06/21/2022	INVOICE	745004	CUBBY'S	22.54	
06/21/2022	INVOICE	973086	GROCERY - CONCESSION STAND	48.30	
06/21/2022	INVOICE	353706	HYVEE GROCERY CONCESSION STAND	212.82	
06/21/2022	INVOICE	11169270412757848	AMAZON - 4 TUBS DUBBLE BUBBLE	82.76	
06/21/2022	INVOICE	11108464114739419	AMAZON - RING POPS	77.95	
06/21/2022	INVOICE	073381439014310895	SAM'S CLUB	171.51	
06/21/2022	INVOICE	727619176591797208	SAM'S CLUB	396.83	
06/21/2022	INVOICE	983990	HYVEE - WATER, HOT DOG BUNS	10.06	
06/21/2022	INVOICE	586417	HYVEE	27.81	
06/21/2022	INVOICE	9037364	CUBBY'S	16.04	
06/21/2022	INVOICE	793651	WALMART - PADLOCK	14.95	
06/21/2022	INVOICE	60922SPORTS	HYVEE	33.90	
06/21/2022	INVOICE	47614	MENARDS - STEEL LOCK	25.67	
06/21/2022	INVOICE	750287	HYVEE - HOT DOGS & BUNS	95.84	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	496449	HYVEE	49.95	
06/21/2022	INVOICE	52922SPORTS	MAERICAN RED CROSS	215.00	
06/21/2022	INVOICE	681-164436	MINI BULBS	14.96	
Total:				4,336.75	
Net of 41 Invoices / 0 Checks				4,336.75	
03169	FISHER SCIENTIFIC				
06/21/2022	INVOICE	3364162	CYLINDER DOUBLE 50 ML	296.40	
Total:				296.40	
Net of 1 Invoices / 0 Checks				296.40	
00169	FRONTIER				
06/21/2022	INVOICE	40256277850209002	NWP ALARM 5/30/22TO 6/29/22	70.28	
06/21/2022	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29/22	1,704.44	
06/21/2022	INVOICE	30818802060523942	E911 PHONE CHARGES 5/30/22 - 6/29/22	235.26	
Total:				2,009.98	
Net of 3 Invoices / 0 Checks				2,009.98	
03172	GALLS LLC				
06/21/2022	INVOICE	021253917	SHIRTS	141.00	
06/21/2022	INVOICE	021242746	UNIFORMS	131.30	
06/21/2022	INVOICE	021193469	NATE JONES NEW POLO	74.17	
06/21/2022	INVOICE	021201644	TROOPER BOOT - ROMSHEK QM	136.00	
06/21/2022	INVOICE	021208031	ZIPPER BOOT - HEESACKER QM	146.00	
06/21/2022	INVOICE	021245587	CARGO PANTS	162.56	
Total:				791.03	
Net of 6 Invoices / 0 Checks				791.03	
03174	GEHRING CONSTRUCTION &				
06/21/2022	INVOICE	10	SID#185 20-74, SID#186 21-75, SID#18 21-76	190,176.16	
06/21/2022	INVOICE	4	WATER & CONCRETE PAVING IMPROVEMENTS 2022	445,225.83	
Total:				635,401.99	
Net of 2 Invoices / 0 Checks				635,401.99	
00303	GENE STEFFY FORD				
06/21/2022	INVOICE	202330	OIL CHANGE, AIR CLEANER, FUEL FILTER VIN #2!	609.05	
Total:				609.05	
Net of 1 Invoices / 0 Checks				609.05	
03177	GENERAL TRAFFIC CONTROLS INC				
06/21/2022	INVOICE	22137	TRAFFIC SIGNAL EQUIPMENT	512.78	
Total:				512.78	
Net of 1 Invoices / 0 Checks				512.78	
03178	GERHOLD CONCRETE COMPANY				
06/21/2022	INVOICE	320775	23RD AVE & 22ND ST	436.25	
Total:				436.25	
Net of 1 Invoices / 0 Checks				436.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00053	GILMORE & ASSOCIATES INC				
06/21/2022	INVOICE	37939	LIFT STATION #7 REPLACEMENT 2020	1,300.00	
06/21/2022	INVOICE	37938	LIFT STATION #10 REPLACEMENT	1,220.00	
			Total:	2,520.00	
			Net of 2 Invoices / 0 Checks	2,520.00	
10819	GOC'S CREATIVE IMAGES				
06/21/2022	INVOICE	2896	COMMERCIAL HEADSHOT	99.00	
			Total:	99.00	
			Net of 1 Invoices / 0 Checks	99.00	
10401	GOLFNOW				
06/21/2022	INVOICE	INV00060782	WEBSITE/EMAIL HOSTING	180.26	
			Total:	180.26	
			Net of 1 Invoices / 0 Checks	180.26	
02594	GREAT PLAINS BUILDING SUPPLY				
06/21/2022	INVOICE	359936	4 - 4X4 12 ACQ TREATED, 50 LAG	187.10	
			Total:	187.10	
			Net of 1 Invoices / 0 Checks	187.10	
02075	GREAT PLAINS COMMUNICATIONS				
06/21/2022	INVOICE	996-426-0026	INTERNET SERVICE 6/01-6/30	239.95	
			Total:	239.95	
			Net of 1 Invoices / 0 Checks	239.95	
10494	GUBBELS, DOUG				
06/21/2022	INVOICE	MONTHLY	OPEN/CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
03183	HADLEY-BRAITHWAIT COMPANY				
06/21/2022	INVOICE	225494	CONCESSIONS - PLUNGE	257.35	
06/21/2022	INVOICE	225468	CONCESSIONS - PLUNGE	334.70	
06/21/2022	INVOICE	225613	CANDY, CHIPS, PICKLES, TRAYS, BAGS, CUPS, L	3,573.30	
06/21/2022	INVOICE	225493	4 CASES 48CT W WHEEL TISSUE	271.80	
06/21/2022	INVOICE	225469	2 CASES HAND TOWELS	87.90	
06/21/2022	INVOICE	225604	SINGLE FOLD TOWELS, MULTIFOLD TOWELS, TPAPER	362.65	
			Total:	4,887.70	
			Net of 6 Invoices / 0 Checks	4,887.70	
00272	HAWKINS INC				
06/21/2022	INVOICE	6201510	HWTG-BLEACH & ALKALI	261.39	
06/21/2022	INVOICE	6201352	AZONE, HYDROFLUOSILICIC ACID	5,992.40	
			Total:	6,253.79	
			Net of 2 Invoices / 0 Checks	6,253.79	
01424	HEARTLAND NATURAL GAS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	104465	NATURAL GAS	12.59	
06/21/2022	INVOICE	104470	NATURAL GAS	54.75	
06/21/2022	INVOICE	104467	NATURAL GAS	9,436.81	
06/21/2022	INVOICE	104466	NATURAL GAS	33.76	
06/21/2022	INVOICE	104463	NATURAL GAS	13.56	
06/21/2022	INVOICE	104469	NATURAL GAS	1,695.84	
06/21/2022	INVOICE	104468	NATURAL GAS	5.01	
06/21/2022	INVOICE	104464	NATURAL GAS	186.22	
06/21/2022	INVOICE	104456	NATURAL GAS	1,227.15	
06/21/2022	INVOICE	104457	NATURAL GAS	76.72	
06/21/2022	INVOICE	104461	NATURAL GAS	5.98	
06/21/2022	INVOICE	104459	NATURAL GAS	6.78	
06/21/2022	INVOICE	104462	NATURAL GAS	41.35	
06/21/2022	INVOICE	104458	NATURAL GAS	55.55	
Total:				12,852.07	
Net of 14 Invoices / 0 Checks				12,852.07	
00784	HEIMAN INC.				
06/21/2022	INVOICE	0909533-IN	MILWAUKEE 28V AH BATTERY & CHARGER	665.70	
Total:				665.70	
Net of 1 Invoices / 0 Checks				665.70	
01122	HOA SOLUTIONS INC				
06/21/2022	INVOICE	10184	SCADA BREAKDOWN SERVICE REPAIR CALL	7,021.02	
Total:				7,021.02	
Net of 1 Invoices / 0 Checks				7,021.02	
10823	HOLYS JACK				
06/21/2022	INVOICE	06142022PARKS	FIELD WORK DURING TOURNEY	225.00	
Total:				225.00	
Net of 1 Invoices / 0 Checks				225.00	
00150	HOMETOWN LEASING				
06/21/2022	INVOICE	048	FINAL PAYMENT COPIER	177.97	
Total:				177.97	
Net of 1 Invoices / 0 Checks				177.97	
00403	HOWERTER MD MARK S				
06/21/2022	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	616.00	
Total:				616.00	
Net of 1 Invoices / 0 Checks				616.00	
03192	HY-VEE INC				
06/21/2022	INVOICE	4844420050	GROCERIES	65.09	
06/21/2022	INVOICE	4844177811	GROCERIES	42.95	
06/21/2022	INVOICE	4843632772	GROCERIES	14.76	
06/21/2022	INVOICE	4843509493	SACK LUNCH	63.00	
06/21/2022	INVOICE	4843918895	FLY SWATTER, PAN BRUSH, SPONGES, DISH SOAP	17.54	
06/21/2022	INVOICE	5864968410	CLOROX	22.98	
06/21/2022	INVOICE	4844236143	GROCERIES	64.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	4843583858	DONUTS, COOKIES, FOLGERS, CUPS	35.24	
06/21/2022	INVOICE	4844290553	I CAN'T BELIEVE IT'S NOT BUTTER SPRAY	56.70	
			Total:	382.62	
			Net of 9 Invoices / 0 Checks	382.62	
02515	IBM CORPORATION				
06/21/2022	INVOICE	3907309	IBM MAAS360 DELUXE SUITE	11.00	
			Total:	11.00	
			Net of 1 Invoices / 0 Checks	11.00	
03194	INGRAM LIBRARY SERVICES, INC				
06/21/2022	INVOICE	59795630	MATERIALS	1,007.14	
06/21/2022	INVOICE	59814488	NATERIALS	258.46	
			Total:	1,265.60	
			Net of 2 Invoices / 0 Checks	1,265.60	
02609	ISLAND SUPPLY WELDING CO.				
06/21/2022	INVOICE	269724	COVER LENS	8.24	
			Total:	8.24	
			Net of 1 Invoices / 0 Checks	8.24	
03199	JACKSON SERVICES INC				
06/21/2022	INVOICE	4820328	MATS, ROLLER TOWELS, UNIFORMS	119.30	
06/21/2022	INVOICE	4817932	MATS, BAR TOWELS, SHOP TOWELS	31.75	
06/21/2022	INVOICE	4817931	UNIFORMS	81.06	
06/21/2022	INVOICE	4817924	MAT	4.11	
06/21/2022	INVOICE	4817923	UNIFORMS	132.07	
06/21/2022	INVOICE	4817922	MOP, MATS	36.36	
06/21/2022	INVOICE	4813592	UNIFORMS	86.43	
06/21/2022	INVOICE	4813587	MATS	13.00	
06/21/2022	INVOICE	4813586	UNIFORMS	132.07	
06/21/2022	INVOICE	4813585	MAT, ROLLER TOWELS, SHOP TOWELS	38.15	
06/21/2022	INVOICE	4813594	MAT	2.92	
06/21/2022	INVOICE	4816183	MATS	59.59	
06/21/2022	INVOICE	4816166	MOPS, UNIFORMS	90.28	
06/21/2022	INVOICE	4812743	MATS	39.29	
06/21/2022	INVOICE	4811014	TEA TOWELS, BAR MOPS	30.00	
06/21/2022	INVOICE	4810991	MAT	21.09	
06/21/2022	INVOICE	4810990	MAT, UNIFORMS	94.38	
06/21/2022	INVOICE	4820353	UNIFORMS	270.40	
06/21/2022	INVOICE	4815356	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	127.45	
06/21/2022	INVOICE	4814426	UNIFORMS	283.04	
			Total:	1,692.74	
			Net of 20 Invoices / 0 Checks	1,692.74	
00532	JEO CONSULTING GROUP INC				
06/21/2022	INVOICE	133386	COLUMBUS 2022 LEVEE PIPE INSPECTION	4,010.00	
			Total:	4,010.00	
			Net of 1 Invoices / 0 Checks	4,010.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03202	KELLY SUPPLY COMPANY				
06/21/2022	INVOICE	S12274981-0	COUPLER, O-RING, HEX NIPPLE	45.69	
06/21/2022	INVOICE	S12274784-0	GATES HYD HOSE, GATES STEM, 1/4 HOSE POWER-	43.60	
06/21/2022	INVOICE	S12274875-0	HYDRAULIC HOSE, GATES STEM, CRIMP CHARGE	132.35	
06/21/2022	INVOICE	S12274893-0	GATES HYD HOSE, GATES STEM, CRIMP CHARGE	30.14	
			Total:	251.78	
			Net of 4 Invoices / 0 Checks	251.78	
02808	KULA'S EXHAUST & REPAIR LLC				
06/21/2022	INVOICE	8864	PIPE, FLARE PIPE	26.39	
			Total:	26.39	
			Net of 1 Invoices / 0 Checks	26.39	
02537	LANDKAMER MICHAEL				
06/21/2022	INVOICE	61822WWTF	CDL	31.00	
			Total:	31.00	
			Net of 1 Invoices / 0 Checks	31.00	
10338	LANDSCAPES UNLIMITED LLC				
06/21/2022	INVOICE	13	GOLF COURSE REPAIRS	12,420.00	
			Total:	12,420.00	
			Net of 1 Invoices / 0 Checks	12,420.00	
02236	LANGUAGE LINE SERVICES INC				
06/21/2022	INVOICE	10544003	OVER THE PHONE INTERPRETATION	112.76	
			Total:	112.76	
			Net of 1 Invoices / 0 Checks	112.76	
00822	LINCOLN WINWATER WORKS				
06/21/2022	INVOICE	08477601	1/4 - 1/2 COMPLETE KIT	164.30	
			Total:	164.30	
			Net of 1 Invoices / 0 Checks	164.30	
10229	LINGO				
06/21/2022	INVOICE	1192853920	E911 PHONE SERVICE 5/01/22 - 5/31/22	51.67	
			Total:	51.67	
			Net of 1 Invoices / 0 Checks	51.67	
00518	LOSEKE LAKE STOP LLC				
06/21/2022	INVOICE	9334	SOD ROLL	24.43	
			Total:	24.43	
			Net of 1 Invoices / 0 Checks	24.43	
03214	LOUP POWER DISTRICT				
06/21/2022	INVOICE	400067 JUNE22	REPLACE BALLFIELD LIGHT AT CENTENNIAL PARK	1,309.27	
06/21/2022	INVOICE	169049 JUNE22	ELECTRICITY	590.40	
06/21/2022	INVOICE	169014 JUNE22	ELECTRICITY	2,225.04	
06/21/2022	INVOICE	169003 JUNE22	ELECTRICITY	27.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	169004 JUNE22	ELECTRICITY	725.76	
06/21/2022	INVOICE	169005 JUNE22	ELECTRICITY	31.47	
06/21/2022	INVOICE	169008 JUNE22	ELECTRICITY	27.65	
06/21/2022	INVOICE	169009 JUNE22	ELECTRICITY	27.35	
06/21/2022	INVOICE	169011 JUNE22	ELECTRICITY	54.96	
06/21/2022	INVOICE	169016 JUNE22	ELECTRICITY	236.44	
06/21/2022	INVOICE	169017 JUNE22	ELECTRICITY	25.00	
06/21/2022	INVOICE	169018 JUNE22	ELECTRICITY	10.13	
06/21/2022	INVOICE	169019 JUNE22	ELECTRICITY	150.95	
06/21/2022	INVOICE	169020 JUNE22	ELECTRICITY	12.91	
06/21/2022	INVOICE	169022 JUNE22	ELECTRICITY	25.29	
06/21/2022	INVOICE	169023 JUNE22	ELECTRICITY	219.71	
06/21/2022	INVOICE	169024 JUNE22	ELECTRICITY	52.17	
06/21/2022	INVOICE	169026 JUNE22	ELECTRICITY	87.72	
06/21/2022	INVOICE	169027 JUNE22	ELECTRICITY	12.91	
06/21/2022	INVOICE	169028 JUNE22	ELECTRICITY	475.13	
06/21/2022	INVOICE	169029 JUNE22	ELECTRICITY	559.65	
06/21/2022	INVOICE	169030 JUNE22	ELECTRICITY	108.77	
06/21/2022	INVOICE	169031 JUNE22	ELECTRICITY	52.66	
06/21/2022	INVOICE	169033 JUNE22	ELECTRICITY	35.96	
06/21/2022	INVOICE	169034 JUNE22	ELECTRICITY	25.39	
06/21/2022	INVOICE	169035 JUNE22	ELECTRICITY	25.29	
06/21/2022	INVOICE	169036 JUNE22	ELECTRICITY	171.83	
06/21/2022	INVOICE	169038 JUNE22	ELECTRICITY	4,007.51	
06/21/2022	INVOICE	169039 JUNE22	ELECTRICITY	34.80	
06/21/2022	INVOICE	169041 JUNE22	ELECTRICITY	32.45	
06/21/2022	INVOICE	169042 JUNE22	ELECTRICITY	412.42	
06/21/2022	INVOICE	169043 JUNE22	ELECTRICITY	38.13	
06/21/2022	INVOICE	169044 JUNE22	ELECTRICITY	39.21	
06/21/2022	INVOICE	169045 JUNE22	ELECTRICITY	37.74	
06/21/2022	INVOICE	169046 JUNE22	ELECTRICITY	48.94	
06/21/2022	INVOICE	169047 JUNE22	ELECTRICITY	25.39	
06/21/2022	INVOICE	169048 JUNE22	ELECTRICITY	33.62	
06/21/2022	INVOICE	169050 JUNE22	ELECTRICITY	132.47	
06/21/2022	INVOICE	169051 JUNE22	ELECTRICITY	25.39	
06/21/2022	INVOICE	169053 JUNE22	ELECTRICITY	41.73	
06/21/2022	INVOICE	169055 JUNE22	ELECTRICITY	25.39	
06/21/2022	INVOICE	169056 JUNE22	ELECTRICITY	38.92	
06/21/2022	INVOICE	169057 JUNE22	ELECTRICITY	25.39	
06/21/2022	INVOICE	169058 JUNE22	ELECTRICITY	39.11	
06/21/2022	INVOICE	169060 JUNE22	ELECTRICITY	28.14	
06/21/2022	INVOICE	169061 JUNE22	ELECTRICITY	32.06	
06/21/2022	INVOICE	169062 JUNE22	ELECTRICITY	159.95	
06/21/2022	INVOICE	169064 JUNE22	ELECTRICITY	33.04	
06/21/2022	INVOICE	169065 JUNE22	ELECTRICITY	403.20	
06/21/2022	INVOICE	169066 JUNE22	ELECTRICITY	42.25	
06/21/2022	INVOICE	169067 JUNE22	ELECTRICITY	1,035.41	
06/21/2022	INVOICE	169068 JUNE22	ELECTRICITY	864.00	
06/21/2022	INVOICE	169069 JUNE22	ELECTRICITY	135.27	
06/21/2022	INVOICE	169072 JUNE22	ELECTRICITY	250.00	
06/21/2022	INVOICE	169073 JUNE22	ELECTRICITY	37.54	
06/21/2022	INVOICE	169074 JUNE22	ELECTRICITY	30.39	
06/21/2022	INVOICE	169077 JUNE22	ELECTRICITY	25.59	
06/21/2022	INVOICE	169080 JUNE22	ELECTRICITY	134.29	
06/21/2022	INVOICE	169081 JUNE22	ELECTRICITY	35.58	
06/21/2022	INVOICE	169082 JUNE22	ELECTRICITY	101.66	
06/21/2022	INVOICE	169083 JUNE22	ELECTRICITY	1,582.39	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	169084 JUNE22	ELECTRICITY	1,801.16	
06/21/2022	INVOICE	169085 JUNE22	ELECTRICITY	1,305.30	
06/21/2022	INVOICE	169086 JUNE22	ELECTRICITY	554.20	
06/21/2022	INVOICE	169087 JUNE22	ELECTRICITY	1,144.86	
06/21/2022	INVOICE	169089 JUNE22	ELECTRICITY	32.55	
06/21/2022	INVOICE	169090 JUNE22	ELECTRICITY	35.00	
06/21/2022	INVOICE	169091 JUNE22	ELECTRICITY	117.14	
06/21/2022	INVOICE	169092 JUNE22	ELECTRICITY	186.53	
06/21/2022	INVOICE	169093 JUNE22	ELECTRICITY	62.05	
06/21/2022	INVOICE	169094 JUNE22	ELECTRICITY	48.21	
06/21/2022	INVOICE	169096 JUNE22	ELECTRICITY	808.87	
06/21/2022	INVOICE	169097 JUNE22	ELECTRICITY	29.12	
06/21/2022	INVOICE	169098 JUNE22	ELECTRICITY	35.13	
06/21/2022	INVOICE	169099 JUNE22	ELECTRICITY	25.29	
06/21/2022	INVOICE	169107 JUNE22	ELECTRICITY	65.41	
06/21/2022	INVOICE	169112 JUNE22	ELECTRICITY	102.22	
06/21/2022	INVOICE	169116 JUNE22	ELECTRICITY	42.28	
06/21/2022	INVOICE	169118 JUNE22	ELECTRICITY	40.48	
06/21/2022	INVOICE	169120 JUNE22	ELECTRICITY	2,453.76	
06/21/2022	INVOICE	169121 JUNE22	ELECTRICITY	4,593.60	
06/21/2022	INVOICE	169122 JUNE22	ELECTRICITY	2,121.12	
06/21/2022	INVOICE	169123 JUNE22	ELECTRICITY	46.56	
06/21/2022	INVOICE	169124 JUNE22	ELECTRICITY	55.18	
06/21/2022	INVOICE	169125 JUNE22	ELECTRICITY	45.51	
06/21/2022	INVOICE	169126 JUNE22	ELECTRICITY	81.64	
06/21/2022	INVOICE	400001 JUNE22	ELECTRICITY	206.29	
06/21/2022	INVOICE	400002 JUNE22	ELECTRICITY	636.74	
06/21/2022	INVOICE	400003 JUNE22	ELECTRICITY	295.16	
06/21/2022	INVOICE	400004 JUNE22	ELECTRICITY	186.16	
06/21/2022	INVOICE	400005 JUNE22	ELECTRICITY	27.74	
06/21/2022	INVOICE	400006 JUNE22	ELECTRICITY	25.29	
06/21/2022	INVOICE	400008 JUNE22	ELECTRICITY	25.98	
06/21/2022	INVOICE	400009 JUNE22	ELECTRICITY	45.19	
06/21/2022	INVOICE	400010 JUNE22	ELECTRICITY	78.51	
06/21/2022	INVOICE	400011 JUNE22	ELECTRICITY	29.51	
06/21/2022	INVOICE	400012 JUNE22	ELECTRICITY	33.72	
06/21/2022	INVOICE	400013 JUNE22	ELECTRICITY	35.98	
06/21/2022	INVOICE	400015 JUNE22	ELECTRICITY	278.89	
06/21/2022	INVOICE	400016 JUNE22	ELECTRICITY	46.39	
06/21/2022	INVOICE	400017 JUNE22	ELECTRICITY	43.62	
06/21/2022	INVOICE	400018 JUNE22	ELECTRICITY	42.84	
06/21/2022	INVOICE	400019 JUNE22	ELECTRICITY	35.78	
06/21/2022	INVOICE	400020 JUNE22	ELECTRICITY	771.84	
06/21/2022	INVOICE	400023 JUNE22	ELECTRICITY	164.98	
06/21/2022	INVOICE	400024 JUNE22	ELECTRICITY	32.55	
06/21/2022	INVOICE	400025 JUNE22	ELECTRICITY	223.99	
06/21/2022	INVOICE	400026 JUNE22	ELECTRICITY	50.68	
06/21/2022	INVOICE	400028 JUNE22	ELECTRICITY	78.54	
06/21/2022	INVOICE	400029 JUNE22	ELECTRICITY	125.57	
06/21/2022	INVOICE	400030 JUNE22	ELECTRICITY	53.42	
06/21/2022	INVOICE	400031 JUNE22	ELECTRICITY	92.82	
06/21/2022	INVOICE	400032 JUNE22	ELECTRICITY	105.83	
06/21/2022	INVOICE	400033 JUNE22	ELECTRICITY	96.34	
06/21/2022	INVOICE	400034 JUNE22	ELECTRICITY	25.49	
06/21/2022	INVOICE	400036 JUNE22	ELECTRICITY	1,353.44	
06/21/2022	INVOICE	400037 JUNE22	ELECTRICITY	41.27	
06/21/2022	INVOICE	400039 JUNE22	ELECTRICITY	77.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	400040 JUNE22	ELECTRICITY	27,903.45	
06/21/2022	INVOICE	400041 JUNE22	ELECTRICITY	145.90	
06/21/2022	INVOICE	400042 JUNE22	ELECTRICITY	31.86	
06/21/2022	INVOICE	400044 JUNE22	ELECTRICITY	39.15	
06/21/2022	INVOICE	400046 JUNE22	ELECTRICITY	26.38	
06/21/2022	INVOICE	400047 JUNE22	ELECTRICITY	311.90	
06/21/2022	INVOICE	400048 JUNE22	ELECTRICITY	36.20	
06/21/2022	INVOICE	400049 JUNE22	ELECTRICITY	742.68	
06/21/2022	INVOICE	400051 JUNE22	ELECTRICITY	25.00	
06/21/2022	INVOICE	400052 JUNE22	ELECTRICITY	50.09	
06/21/2022	INVOICE	400054 JUNE22	ELECTRICITY	28.08	
06/21/2022	INVOICE	400055 JUNE22	ELECTRICITY	25.00	
06/21/2022	INVOICE	400057 JUNE22	ELECTRICITY	63.05	
06/21/2022	INVOICE	400058 JUNE22	ELECTRICITY	158.79	
06/21/2022	INVOICE	400059 JUNE22	ELECTRICITY	172.19	
06/21/2022	INVOICE	400060 JUNE22	ELECTRICITY	9,907.52	
06/21/2022	INVOICE	400061 JUNE22	ELECTRICITY	144.29	
06/21/2022	INVOICE	400062 JUNE22	ELECTRICITY	35.58	
06/21/2022	INVOICE	400063 JUNE22	ELECTRICITY	37.25	
06/21/2022	INVOICE	400065 JUNE22	ELECTRICITY	2,795.93	
06/21/2022	INVOICE	400068 JUNE22	ELECTRICITY	55.87	
06/21/2022	INVOICE	400069 JUNE22	ELECTRICITY	34.60	
06/21/2022	INVOICE	400070 JUNE22	ELECTRICITY	5,963.81	
06/21/2022	INVOICE	400071 JUNE22	ELECTRICITY	33.13	
06/21/2022	INVOICE	400072 JUNE22	ELECTRICITY	36.66	
06/21/2022	INVOICE	400073 JUNE22	ELECTRICITY	34.60	
06/21/2022	INVOICE	400075 JUNE22	ELECTRICITY	35.98	
06/21/2022	INVOICE	400076 JUNE22	ELECTRICITY	32.25	
06/21/2022	INVOICE	400077 JUNE22	ELECTRICITY	28.92	
06/21/2022	INVOICE	400078 JUNE22	ELECTRICITY	25.00	
06/21/2022	INVOICE	400079 JUNE22	ELECTRICITY	197.98	
06/21/2022	INVOICE	400081 JUNE22	ELECTRICITY	104.01	
06/21/2022	INVOICE	400083 JUNE22	ELECTRICITY	48.13	
06/21/2022	INVOICE	400084 JUNE22	ELECTRICITY	48.32	
06/21/2022	INVOICE	400085 JUNE22	ELECTRICITY	30.19	
06/21/2022	INVOICE	400088 JUNE22	ELECTRICITY	33.85	
06/21/2022	INVOICE	400089 JUNE22	ELECTRICITY	153.60	
06/21/2022	INVOICE	400091 JUNE22	ELECTRICITY	158.32	
06/21/2022	INVOICE	400092 JUNE22	ELECTRICITY	27.16	
06/21/2022	INVOICE	400093 JUNE22	ELECTRICITY	37.54	
06/21/2022	INVOICE	400094 JUNE22	ELECTRICITY	112.65	
06/21/2022	INVOICE	400095 JUNE22	ELECTRICITY	105.99	
06/21/2022	INVOICE	400096 JUNE22	ELECTRICITY	982.08	
06/21/2022	INVOICE	400097 JUNE22	ELECTRICITY	178.29	
06/21/2022	INVOICE	169127 JUNE22	ELECTRICITY	36.00	
06/21/2022	INVOICE	169130 JUNE22	ELECTRICITY	36.20	
06/21/2022	INVOICE	169131 JUNE22	ELECTRICITY	4.15	
06/21/2022	INVOICE	169132 JUNE22	ELECTRICITY	37.05	
06/21/2022	INVOICE	400090 JUNE22	ELECTRICITY	47.88	

Total: 89,818.63
 Net of 167 Invoices / 0 Checks 89,818.63

02994	LOVELL JENNIFER				
06/21/2022	INVOICE	5222022JCC	MILEAGE PROTECTION ORDER TRAINING LINCOLN NI	85.41	

Total: 85.41

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	62194	SELCT BOARD, GORILLA GLUE, STUCCO PATCH	185.35	
06/21/2022	INVOICE	62199	RECHARGEABLE AA BATERIES	11.96	
06/21/2022	INVOICE	62167	LANDSCAPE TIMBER	24.90	
06/21/2022	INVOICE	62077	DOOR JANB KIT, PRRF COIL, CABLE TIE, GROOV	138.64	
06/21/2022	INVOICE	61913	TEXTURED 2X4	98.80	
Total:				1,658.22	
Net of 28 Invoices / 0 Checks				1,658.22	
01548	MIDLAND SCIENTIFIC INC				
06/21/2022	INVOICE	6480666	AMMONIA TNTPLUS 25	143.92	
Total:				143.92	
Net of 1 Invoices / 0 Checks				143.92	
03224	MIDWEST LABORATORIES INC				
06/21/2022	INVOICE	1088045	TESTING & SUPPLIES	21.37	
Total:				21.37	
Net of 1 Invoices / 0 Checks				21.37	
01325	MIDWEST MINI MELTS				
06/21/2022	INVOICE	113945	MINI MELTS - PAWNEE PLUNGE	2,865.00	
06/21/2022	INVOICE	113954	MINI MELTS	1,528.00	
06/21/2022	INVOICE	113968	MINI MELTS	1,432.50	
Total:				5,825.50	
Net of 3 Invoices / 0 Checks				5,825.50	
03227	MIDWEST TURF & IRRIGATION				
06/21/2022	INVOICE	3891374-00	BUSHING-FLANGE	31.30	
06/21/2022	INVOICE	3891374-01	SHAFT-PEDAL, PIN-COTTER	66.98	
Total:				98.28	
Net of 2 Invoices / 0 Checks				98.28	
00463	MIKE'S TOWING				
06/21/2022	INVOICE	22-0501-246	TOWING	150.00	
06/21/2022	INVOICE	38666	TOWING	150.00	
06/21/2022	INVOICE	038671	TOWING	150.00	
06/21/2022	INVOICE	38890	TOWING	150.00	
06/21/2022	INVOICE	22-0519-304	TOWING	150.00	
06/21/2022	INVOICE	22-0525-321	TOWING	150.00	
06/21/2022	INVOICE	22-0528-33	TOWING	150.00	
Total:				1,050.00	
Net of 7 Invoices / 0 Checks				1,050.00	
03230	MOTION INDUSTRIES INC				
06/21/2022	INVOICE	NE07-00470269	REPAIR	388.10	
Total:				388.10	
Net of 1 Invoices / 0 Checks				388.10	
02622	MOTOROLA SOLUTIONS INC.				
06/21/2022	INVOICE	1187077415	BILLING FOR MAINTENANCE AGR/SUPPORT	36,202.56	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	8281388233	RADIO IMPROVEMENT	1,711.50	
			Total:	37,914.06	
			Net of 2 Invoices / 0 Checks	37,914.06	
10824 06/21/2022	MROCZEK CODY INVOICE	06142022PARKS	FIELD WORK DURING TOURNEY	1,120.00	
			Total:	1,120.00	
			Net of 1 Invoices / 0 Checks	1,120.00	
00210 06/21/2022	MUNICIPAL PIPE TOOL CO LLC INVOICE	2-FINAL	SANITARY SEWER REHAB 2021	6,586.63	
			Total:	6,586.63	
			Net of 1 Invoices / 0 Checks	6,586.63	
02700 06/21/2022 06/21/2022	NASC INVOICE INVOICE	61022COMM 61022COMM	ANNUAL CONFERENCE MEMBERSHIP DUES	90.00 20.00	
			Total:	110.00	
			Net of 2 Invoices / 0 Checks	110.00	
00122 06/21/2022	NEBRASKA DEPT OF ENVIRONMENT AND INVOICE	BU84212256.4752	GRADE 3 COURSE	960.00	
			Total:	960.00	
			Net of 1 Invoices / 0 Checks	960.00	
00021 06/21/2022	NEBRASKA EMERGENCY SERVICE INVOICE	APRIL 2022	NESCA CONFERENCE REGISTRATION	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
00239 06/21/2022	NEBRASKA HARVESTORE SYSTEMS INVOICE	12827	IGN SWITCH, CONTROLLER - BOBCAT 5600 VIN #6	1,371.58	
			Total:	1,371.58	
			Net of 1 Invoices / 0 Checks	1,371.58	
01553 06/21/2022	NEWMAN KELSEY INVOICE	06142022PARKS	FIELD WORK	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
00070 06/21/2022	NORFOLK DAILY NEWS INVOICE	33685	ADVERTISING	325.00	
			Total:	325.00	
			Net of 1 Invoices / 0 Checks	325.00	
03245 06/21/2022	NORTHEAST NEBRASKA SOLID INVOICE	5312022TRANSFER	LANDFILL CHARGES	67,296.36	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	67,296.36	
			Net of 1 Invoices / 0 Checks	67,296.36	
03247 06/21/2022	NORTHWEST ELECTRIC LLC INVOICE	216618	PHASE MONITORING RELAY	226.79	
			Total:	226.79	
			Net of 1 Invoices / 0 Checks	226.79	
00358 06/21/2022	OBRIST & CO INC INVOICE	5	LIFT STATION REPLACEMENTS -2020	159,340.73	
			Total:	159,340.73	
			Net of 1 Invoices / 0 Checks	159,340.73	
00874 06/21/2022	OCLC, INC INVOICE	1000219188	CATALOGING & METADATA SUBSCRIPTION	893.26	
			Total:	893.26	
			Net of 1 Invoices / 0 Checks	893.26	
01451 06/21/2022	ONE CALL CONCEPTS INC INVOICE	2050133	LOCATE FEES - MAY	686.54	
			Total:	686.54	
			Net of 1 Invoices / 0 Checks	686.54	
01307 06/21/2022	ONE SOURCE INVOICE	1639-20220531	BACKGROUND CHECKS	1,675.30	
			Total:	1,675.30	
			Net of 1 Invoices / 0 Checks	1,675.30	
00176 06/21/2022	O'REILLY AUTOMOTIVE INC INVOICE	0681-168426	H D NOZZLE	8.99	
06/21/2022	INVOICE	0681-168340	BRAKE ROTOR, SEMI-MET PAD	134.99	
06/21/2022	INVOICE	0681-168425	AIR FILTER	14.99	
06/21/2022	INVOICE	0681-168096	IGNITION COILS	95.76	
06/21/2022	INVOICE	0681-168107	IGNITION COILS	95.76	
06/21/2022	INVOICE	0681-166985	RIGHT STUFF	68.97	
06/21/2022	INVOICE	0681-166983	HI-PWR BELT	28.42	
			Total:	447.88	
			Net of 7 Invoices / 0 Checks	447.88	
03010 06/21/2022	PACE ANALYTICAL SERVICES LLC INVOICE	2260159755	WATER TESTING	1,009.00	
			Total:	1,009.00	
			Net of 1 Invoices / 0 Checks	1,009.00	
10411 06/21/2022	PAPER TIGER SHREDDING INVOICE	163121	64 GALLON CONTAINER	30.00	
			Total:	30.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	30.00	
10437 06/21/2022	PENSICK, RACHEL INVOICE	5252022JCC	MILEAGE PROTECTION ORDER TRAINING	85.41	
			Total:	85.41	
			Net of 1 Invoices / 0 Checks	85.41	
01869 06/21/2022	PERFORMANCE PRINTING INC INVOICE	27970	BUSINESS CARDS - SHERER QM	50.25	
			Total:	50.25	
			Net of 1 Invoices / 0 Checks	50.25	
00345 06/21/2022	PETE LIEN & SONS INC. INVOICE	22POS/047670	QUICKLIME FINES	6,776.49	
			Total:	6,776.49	
			Net of 1 Invoices / 0 Checks	6,776.49	
03258 06/21/2022	PETTY CASH INVOICE	6132022CLERK	WALGREEN'S-SUPPLIES	8.34	
			Total:	8.34	
			Net of 1 Invoices / 0 Checks	8.34	
10221 06/21/2022	PITNEY BOWES INVOICE	1020883888	STANDARD SLA-EQUIPMENT SERVICE AGREEMENT 1/1	562.34	
			Total:	562.34	
			Net of 1 Invoices / 0 Checks	562.34	
00155 06/21/2022	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,140.59	
			Total:	3,140.59	
			Net of 1 Invoices / 0 Checks	3,140.59	
00758 06/21/2022	PLATTE COUNTY REGISTER OF INVOICE	5182022CLERK	RESOLUTION #R22-58	34.00	
			Total:	34.00	
			Net of 1 Invoices / 0 Checks	34.00	
01077 06/21/2022	PLATTE VALLEY COMMUNICATIONS INVOICE	042200024	SERVICE REQUEST	185.37	
06/21/2022	INVOICE	052200203	SERVICE REQUEST	172.50	
06/21/2022	INVOICE	042200118	SERVICE REQUEST - WATER DEPT REMOTE PROBLEM:	220.00	
			Total:	577.87	
			Net of 3 Invoices / 0 Checks	577.87	
02394 06/21/2022	PROCHASKA & ASSOCIATES INC INVOICE	4604	110705 - 33RD AVE VIADUCT BRIDGE CONSTRUCTIO	2,774.40	
			Total:	2,774.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,774.40	
00189 06/21/2022	PRODUCTIVITY PLUS ACCOUNT-CNH INVOICE	CF43290	RUETERS - HOSE ASSY, FLANGE, O-RING, BOLT S	290.09	
			Total:	290.09	
			Net of 1 Invoices / 0 Checks	290.09	
10294 06/21/2022	QUICK MED CLAIMS INVOICE	INV2212	MAY SERVICES	3,392.45	
			Total:	3,392.45	
			Net of 1 Invoices / 0 Checks	3,392.45	
03264 06/21/2022	REARDON LAWN & GARDEN INC INVOICE	063773	4 - DURO CUT	148.00	
06/21/2022	INVOICE	063989	U-JOINT	34.99	
			Total:	182.99	
			Net of 2 Invoices / 0 Checks	182.99	
10737 06/21/2022	RIEDMILLER JOHN INVOICE	06142022PARKS	FIELD WORK	875.00	
			Total:	875.00	
			Net of 1 Invoices / 0 Checks	875.00	
10643 06/21/2022	RUTT'S HEATING & A/C INC INVOICE	I2464	MAINTENANCE ON EXHAUST FAN IN CART SHED	411.54	
06/21/2022	INVOICE	I2851	REPAIR A/C UNIT #3	1,142.58	
			Total:	1,554.12	
			Net of 2 Invoices / 0 Checks	1,554.12	
01596 06/21/2022	RVW INC INVOICE	08059	T22459 NECOL- SOTH FIBER RING & COMMUNITY B	26,762.22	
			Total:	26,762.22	
			Net of 1 Invoices / 0 Checks	26,762.22	
10793 06/21/2022	SAND CREEK CONSTRUCTION COMPANY INVOICE	47	DESIGN BUILD FAMILY WATER SLIDE	6,930.00	
			Total:	6,930.00	
			Net of 1 Invoices / 0 Checks	6,930.00	
03270 06/21/2022	SAPP BROS COLUMBUS INC INVOICE	CO0022224	DIESEL	661.87	
06/21/2022	INVOICE	IN3827138	FUEL	7,000.00	
06/21/2022	INVOICE	IN3833740	FUEL	2,691.00	
06/21/2022	INVOICE	IN3833750	FUEL	10,225.00	
06/21/2022	INVOICE	IN3838186	FUEL	2,480.83	
06/21/2022	INVOICE	IN3839474	DIESEL EXHAUST FLUID	131.45	
06/21/2022	INVOICE	IN3842987	FUEL	7,520.00	
06/21/2022	INVOICE	IN3844155	FUEL	12,577.50	
06/21/2022	INVOICE	IN3850115	FUEL	1,458.88	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	IN3845908	PC PRECISION XL	35.75	
06/21/2022	INVOICE	CP0022123	5TH WHEEL PIN PULLERS	16.99	
			Total:	44,799.27	
			Net of 11 Invoices / 0 Checks	44,799.27	
10820	SCHAEFFER'S INC				
06/21/2022	INVOICE	4L6866-0	REFRIGERATOR	1,399.00	
			Total:	1,399.00	
			Net of 1 Invoices / 0 Checks	1,399.00	
03271	SCHIEFFER SIGNS INC				
06/21/2022	INVOICE	43831	8"X8" ALUMINUM CAPS	133.76	
			Total:	133.76	
			Net of 1 Invoices / 0 Checks	133.76	
03274	SEARS COMMERCIAL ONE				
06/21/2022	INVOICE	030119029638	RANGE	899.99	
			Total:	899.99	
			Net of 1 Invoices / 0 Checks	899.99	
03276	SHERWIN-WILLIAMS CO				
06/21/2022	INVOICE	6881-4	5 GALLON DOT CONC SEAL	282.07	
06/21/2022	INVOICE	5906-0	SHER-KEM ENVIRO GREEN	71.19	
06/21/2022	INVOICE	8423-8	MASTERBLEND FILL-ONE	29.98	
			Total:	383.24	
			Net of 3 Invoices / 0 Checks	383.24	
01090	SHEVLIN SUPPLY				
06/21/2022	INVOICE	5992	WHITE LINERS	69.84	
06/21/2022	INVOICE	5994	NAPKINS, ROLL TOWELS	172.80	
			Total:	242.64	
			Net of 2 Invoices / 0 Checks	242.64	
03277	SIPPLE, HANSEN, EMERSON,				
06/21/2022	INVOICE	1-00M JUNE 22	MAY LEGAL FEES	4,568.40	
			Total:	4,568.40	
			Net of 1 Invoices / 0 Checks	4,568.40	
01679	SNAP-ON TOOLS				
06/21/2022	INVOICE	06082242545	SPADE/FLAT PIN	62.50	
			Total:	62.50	
			Net of 1 Invoices / 0 Checks	62.50	
00118	SOLID WASTE ASSOCIATION OF				
06/21/2022	INVOICE	2023-57993	ANNUAL MEMBERSHIP	268.00	
			Total:	268.00	
			Net of 1 Invoices / 0 Checks	268.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00089 06/21/2022	STRECKER BRET INVOICE	0000620395	TUITION REIMB ALLOWANCE-WSC FALL 2021 SEMES'	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
10797 06/21/2022	STUTHMAN CRYSTAL INVOICE	5262022JCC	CTO TRAINING IN YORK NE	108.75	
			Total:	108.75	
			Net of 1 Invoices / 0 Checks	108.75	
00105 06/21/2022	SUPER SAVER INVOICE	118730	GROCERIES	92.45	
			Total:	92.45	
			Net of 1 Invoices / 0 Checks	92.45	
02743 06/21/2022	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000041649	ANNUAL MAINTENANCE & MONITORING FEE 6/8/202:	5,000.00	
06/21/2022	INVOICE	04INV-000041647	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	6,554.00	
			Net of 2 Invoices / 0 Checks	6,554.00	
03128 06/21/2022	TIRE OUTLET INC INVOICE	203878	2 REPAIRS	70.00	
			Total:	70.00	
			Net of 1 Invoices / 0 Checks	70.00	
10589 06/21/2022	TK ELEVATOR CORPORATION INVOICE	1000436264	MAINTENANCE INVOICE	221.02	
			Total:	221.02	
			Net of 1 Invoices / 0 Checks	221.02	
01435 06/21/2022	TM CLEANING INVOICE	210	CLEANING AT CHARLIE LOUIS FIRE STATION	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03283 06/21/2022	TRACTOR SUPPLY CREDIT PLAN INVOICE	549376	ROUND UP, AMINE 2 4D	153.98	
06/21/2022	INVOICE	551136	SUN TO SHADE 5LB, SPREADER	44.98	
06/21/2022	INVOICE	299355	BAD BOY MZ 54IN MAGNUM ZT	4,099.99	
06/21/2022	INVOICE	549127	BOW CLEVIS	19.98	
06/21/2022	INVOICE	549049	D-RING SHACKLE, PAINT NEW KUBOTA, 2 IN 1 PR:	94.87	
			Total:	4,413.80	
			Net of 5 Invoices / 0 Checks	4,413.80	
00550 06/21/2022	TRUCK CENTER COMPANIES INVOICE	RA111002318:01	REPLACED LEAKING WATER PUMP	1,037.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,037.67	
			Net of 1 Invoices / 0 Checks	1,037.67	
00357	TURFWERKS				
06/21/2022	INVOICE	OI53422	FEMALE ROD, STEERING ST	493.27	
06/21/2022	INVOICE	EI15928	WHELL MOTOR	1,348.43	
06/21/2022	INVOICE	OI53369	WHEEL	231.84	
			Total:	2,073.54	
			Net of 3 Invoices / 0 Checks	2,073.54	
00349	TWEET'S SPORT SHOP				
06/21/2022	INVOICE	13417	8 -INFIELD BASES	1,480.00	
06/21/2022	INVOICE	13497	2 - PITCHERS PLATES	52.98	
			Total:	1,532.98	
			Net of 2 Invoices / 0 Checks	1,532.98	
01413	TWIN RIVERS VETERINARY CLINIC				
06/21/2022	INVOICE	632022ANIMAL	VETERINARY CARE	625.00	
			Total:	625.00	
			Net of 1 Invoices / 0 Checks	625.00	
00298	UPS STORE				
06/21/2022	INVOICE	POS45948	POSTAGE TO MAIL THE PAGE MY CELL COMPUTER B;	27.65	
			Total:	27.65	
			Net of 1 Invoices / 0 Checks	27.65	
00700	USGA				
06/21/2022	INVOICE	43626696	MEMBERSHIP	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02045	VAN WALL EQUIPMENT INC				
06/21/2022	INVOICE	5574329	FUEL FILTER & PUMP	183.13	
06/21/2022	INVOICE	5575450	IDLER	94.44	
			Total:	277.57	
			Net of 2 Invoices / 0 Checks	277.57	
03060	VERIZON CONNECT NWF, INC.				
06/21/2022	INVOICE	OSV000002775246	GPS SERVICE	32.38	
			Total:	32.38	
			Net of 1 Invoices / 0 Checks	32.38	
01181	VERIZON WIRELESS				
06/21/2022	INVOICE	9908119008	CELL PHONE SERVICE MAY 06 - JUNE 05	800.20	
			Total:	800.20	
			Net of 1 Invoices / 0 Checks	800.20	
03302	WEMHOFF REFRIGERATION INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/21/2022	INVOICE	14809	SERVICE CALL ICE MACHINE	477.16	
06/21/2022	INVOICE	14807	SERVICE CALL - ICE MACHINE	352.68	
			Total:	829.84	
			Net of 2 Invoices / 0 Checks	829.84	
03303	WILKE LANDSCAPE CENTER				
06/21/2022	INVOICE	1791	PLANTS	470.31	
			Total:	470.31	
			Net of 1 Invoices / 0 Checks	470.31	
00595	YANT EQUIPMENT CO INC				
06/21/2022	INVOICE	L111333	REPLACED MAIN BOARD & REPROGRAMMED - PUMP #:	639.00	
			Total:	639.00	
			Net of 1 Invoices / 0 Checks	639.00	
			invoices and 0 checks for 175 vendors:	2,705,584.20	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	1,424.56	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	MAY LEGAL FEES	4,568.40	
100-100-53400	COMPUTER SUPPORT/MAINT	AMAZON	PRIME MEMBERSHIP FEE	524.13	
100-100-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SH	2 - HP COLOR LJ PRO MFP PRINTER	811.42	
100-100-53400	COMPUTER SUPPORT/MAINT	IBM CORPORATION	IBM MAAS360 DELUXE SUITE	11.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	59.59	
100-100-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	338.12	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	RESOLUTION #R22-58	34.00	
100-100-56010	SUPPLIES	PETTY CASH	WALGREEN'S-SUPPLIES	8.34	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	GEYER -ON EAR HEADPHONE	26.93	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	864.00	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	61.79	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	30.00	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	WORLD HERALD SUBSCRIPTION	19.99	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	43.67	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	13.56	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	388.38	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	970889 - CITY OF COLUMBUS COMMUNITY BUI	39,075.21	
100-100-57200-21092	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	273,341.24	
100-100-57510-19009	CAPITAL-EQUIPMENT	RVW INC	T22459 NECOL- SOTH FIBER RING & COMMUNI	26,762.22	
Total For Dept 100 GENERAL ADMINISTRATION				348,406.55	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	YANT EQUIPMENT CO INC	REPLACED MAIN BOARD & REPROGRAMMED - PU	639.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	21.09	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	38.26	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	5.01	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	102.22	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	11.13	
Total For Dept 102 COLUMBUS AREA TRANSIT				816.71	
Dept 103 COLUMBUS COMMUNITY CENTER					
100-103-52710-III-B	EMPLOYEE RECRUITMENT/RETENTION	NASC	ANNUAL CONFERENCE	45.00	
100-103-52710-III-C	EMPLOYEE RECRUITMENT/RETENTION	NASC	ANNUAL CONFERENCE	44.00	
100-103-52710-III-E	EMPLOYEE RECRUITMENT/RETENTION	NASC	ANNUAL CONFERENCE	1.00	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE (MONTHLY LEASE PAYMENT	6,877.31	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE (MONTHLY LEASE PAYMENT	3,089.81	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56010-III-B	SUPPLIES	FIRST NATIONAL BANK OMAHA	GLASS CLEANER, AIR FRESHENER, FILE HOLI	13.72	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	REVERSE OSMOSIS	31.50	
100-103-56010-III-C	SUPPLIES	FIRST NATIONAL BANK OMAHA	GLASS CLEANER, AIR FRESHENER, FILE HOLI	13.72	
100-103-56020-III-B	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	VISTA PRINT - BUSINESS CARDS	10.75	
100-103-56020-III-C	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	VISTA PRINT - BUSINESS CARDS	10.74	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	GLASS CLEANER, AIR FRESHENER, FILE HOLI	8.47	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	GLASS CLEANER, AIR FRESHENER, FILE HOLI	8.46	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SUPER SAVER	GROCERIES	4.53	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	87.92	
100-103-56400-III-B	PROGRAMS	FIRST NATIONAL BANK OMAHA	GLASS CLEANER, AIR FRESHENER, FILE HOLI	11.82	
100-103-56650-III-B	MEMBERSHIP DUES	NASC	MEMBERSHIP DUES	10.00	
100-103-56650-III-C	MEMBERSHIP DUES	NASC	MEMBERSHIP DUES	10.00	
Total For Dept 103 COLUMBUS COMMUNITY CENTER				10,310.25	
Dept 105 FINANCE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 105 FINANCE					
100-105-52700	TRAINING AND TUITION	BS&A SOFTWARE	2022 BS&A ANNUAL USER CONFERENCE	550.00	
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	736.56	
				1,286.56	
Total For Dept 105 FINANCE					
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	72.71	
				72.71	
Total For Dept 108 HUMAN RESOURCES					
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CANINE TACTICAL OPERATIONS	TUITION	475.00	
100-110-52700	TRAINING AND TUITION	CAPITAL ONE - WALMART	6 QT BOWL, POP	36.22	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	TRAINING MEALS \$26.00, \$15.78	1,368.42	
100-110-52700	TRAINING AND TUITION	STRECKER BRET	TUITION REIMB ALLOWANCE-WSC FALL 2021	500.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	SACK LUNCH	63.00	
100-110-52810	UNIFORMS-QUARTERMASTER	BROWN'S SHOE FIT CO	BLACK DUTY SHOE - SYLVESTER QM	340.00	
100-110-52810	UNIFORMS-QUARTERMASTER	GALLS LLC	TROOPER BOOT - ROMSHEK QM	282.00	
100-110-52810	UNIFORMS-QUARTERMASTER	PERFORMANCE PRINTING INC	BUSINESS CARDS - SHERER QM	50.25	
100-110-53200	PROFESSIONAL SERVICES	PLATE COUNTY	COUNTY ATTORNEY SERVICES	3,140.59	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CL	VETERINARY CARE	625.00	
100-110-54310	BUILDING MAINTENANCE	TK ELEVATOR CORPORATION	MAINTENANCE INVOICE	221.02	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	OIL CHANGE, AIR FILTER UNIT #202	1,364.95	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	REPAIR TIRE	25.00	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	600.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,050.00	
100-110-56010	SUPPLIES	CAPITAL ONE - WALMART	FIELD EASEL	23.52	
100-110-56010	SUPPLIES	MENARDS	16OZ SEAFOAM, HEAVY DUTY TARP	59.44	
100-110-56020	OFFICE SUPPLIES	AMAZON	2 - IPHONE CHARGER	28.88	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	14,520.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	105.55	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	106.95	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,638.87	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	184.06	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE SERVICE MAY 06 - JUNE 05	800.20	
100-110-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NASRO DUES	40.00	
100-110-57510-21001	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	RADIO IMPROVEMENT	1,711.50	
100-110-57520-21005	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	2022 FORD POLICE INTERCEPTOR #207 - INS	13,269.05	
100-110-57520-21006	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	2022 FORD POLICE INTERCEPTOR #206 - INS	13,269.05	
100-110-57520-21007	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	2022 FORD POLICE INTERCEPTOR #205 - INS	13,269.05	
100-110-57520-21008	CAPITAL-VEHICLES	A & S DETAILING	2014 DODGE VAN	150.00	
100-110-57520-21008	CAPITAL-VEHICLES	CNC REPAIR LLC	SERVICE 2014 DODGE CARAVAN VIN #8041	3,328.74	
				73,646.31	
Total For Dept 110 POLICE					
Dept 120 FIRE					
100-120-52800	UNIFORMS	GALLS LLC	SHIRTS	254.51	
100-120-53400	COMPUTER SUPPORT/MAINT	EMERGENCY SERVICES MKTING	ONE YEAR SUBSCRIPTION	860.00	
100-120-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERY WTCH	25.77	
100-120-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	MAY MOW/TRIM	82.50	
100-120-54310	BUILDING MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	BAD BOY MZ 54IN MAGNUM ZT	2,050.00	
100-120-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	REPAIR FIRECOM HEADSET	242.20	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	O'REILLY - CABIN FILTER	30.59	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	REPLACED LEAKING WATER PUMP	1,037.67	
100-120-56010	SUPPLIES	AMAZON	PRESSURE WASHER HOSE	444.02	
100-120-56010	SUPPLIES	ELECTRONIC ENGINEERING	2-MIC-CLIP, SPECTRUM MAGNETIC MOUNT	114.41	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	29.78	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	FINAL PAYMENT COPIER	88.99	
100-120-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	2 CASES HAND TOWELS	43.95	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	63.72	
100-120-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING AT CHARLIE LOUIS FIRE STATION	75.00	
100-120-56040	POSTAGE AND FREIGHT	UPS STORE	POSTAGE TO MAIL THE PAGE MY CELL COMPUT	13.83	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	157.28	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	613.57	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,228.90	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/25	172.02	
100-120-57510-22011	CAPITAL-EQUIPMENT	HEIMAN INC.	MILWAUKEE 28V AH BATTERY & CHARGER	665.70	
Total For Dept 120 FIRE				8,294.41	
Dept 121 RESCUE					
100-121-52800	UNIFORMS	GALLS LLC	SHIRTS	254.52	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	616.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	MAY SERVICES	3,392.45	
100-121-54310	BUILDING MAINTENANCE	CAT'S PRO MOW	MAY MOW/TRIM	82.50	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	OIL CHANGE, AIR CLEANER, FUEL FILTER VI	609.05	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	MAY COLLECTIONS	169.70	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	SOFT STRETCHER, CURAPLEX DART	849.30	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY	869.30	
100-121-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	BAD BOY MZ 54IN MAGNUM ZT	2,049.99	
100-121-56020	OFFICE SUPPLIES	CAPITAL BUSINESS SYSTEMS	COPIER CONTRACT	29.78	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	FINAL PAYMENT COPIER	88.98	
100-121-56030	CLEANING SUPPLIES/SERVICE	HADLEY-BRAITHWAIT COMPANY	2 CASES HAND TOWELS	43.95	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	63.73	
100-121-56030	CLEANING SUPPLIES/SERVICE	TM CLEANING	CLEANING AT CHARLIE LOUIS FIRE STATION	75.00	
100-121-56040	POSTAGE AND FREIGHT	UPS STORE	POSTAGE TO MAIL THE PAGE MY CELL COMPUT	13.82	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	157.28	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	613.58	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,228.92	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/25	172.02	
Total For Dept 121 RESCUE				11,379.87	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	599.06	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	GOC'S CREATIVE IMAGES	COMMERCIAL HEADSHOT	99.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	FAX PLUS	11.99	
100-130-53410	ELECTRONIC CATALOGING	OCLC, INC	CATALOGING & METADATA SUBSCRIPTION	893.26	
100-130-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	2.80	
100-130-54310	BUILDING MAINTENANCE	MENARDS	RETURN - PREMIX CONC/STUCCO PATCH	185.46	
100-130-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	REPAIR A/C UNIT #3	1,142.58	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	66.50	
100-130-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	REFUND OVERLIMIT FEE	(39.00)	
100-130-56020	OFFICE SUPPLIES	AMAZON	COLORLED CARDSTOCK	28.98	
100-130-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	WHITE LINERS	69.84	
100-130-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	UNITED STATES POST OFFICE	174.00	
100-130-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	35.02	
100-130-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2.99	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,035.41	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET SERVICE 6/01-6/30	239.95	
100-130-56400-ADSRP	PROGRAMS	HY-VEE INC	GROCERIES	122.80	

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Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56400-CHSRP	PROGRAMS	EDUCATIONAL SERV UNIT #7	SUMMER RDG FLIER	183.48	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	AMAZON	DVD'S	205.98	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENTER POINT LARGE PRINT	MATERIALS	119.84	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	MATERIALS	219.89	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	MATERIALS	743.10	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES,	MATERIALS	302.61	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	AVI SYSTEMS, INC	970889 - CITY OF COLUMBUS COMMUNITY BUI	117,225.61	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	BOYD JONES CONSTRUCTION CC	LIBRARY/CULTURAL ARTS FACILITY	820,023.70	
Total For Dept 130 LIBRARY				943,694.85	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	GUBBELS, DOUG	OPEN/CLOSE CEMETERY GATES	146.50	
100-140-56010	SUPPLIES	MENARDS	TRIM SPOOL	26.36	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	73.75	
Total For Dept 140 CEMETERY				246.61	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	26.50	
100-145-53200	PROFESSIONAL SERVICES	CUTTING EDGE LAWN CARE SEF	2458 26TH AVE	125.00	
100-145-55500	PUBLICATIONS AND NOTICES	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	64.47	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	POST IT	5.52	
Total For Dept 145 COMMUNITY DEVELOPMENT				221.49	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	1,730.31	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	621.30	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	HOOKS	89.28	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPP	4 - 4X4 12 ACQ TREATED, 50 LAG	187.10	
100-150-54310	BUILDING MAINTENANCE	LOUP POWER DISTRICT	REPLACE BALLFIELD LIGHT AT CENTENNIAL F	1,309.27	
100-150-54310	BUILDING MAINTENANCE	MENARDS	4X6 GREEN TREATED	122.03	
100-150-54310	BUILDING MAINTENANCE	TWEET'S SPORT SHOP	2 - PITCHERS PLATES	52.98	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	12V HIGH PERF BATTERY	157.71	
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	IGN SWITCH, CONTROLLER - BOBCAT 5600 VI	1,371.58	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	4 - DURO CUT	148.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	FEMALE ROD, STEERING ST	725.11	
100-150-54490	IRRIGATION MAINTENANCE	ACE HARDWARE & GARDEN CNT	SLIP COUPLING	16.99	
100-150-55920	MISC FEES	CHESTERMAN COMPANY	FINANCE CHARGE - REFUNDING NEXT MONTH	7.10	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	TOILET BOWEL BRUSH	113.05	
100-150-56010	SUPPLIES	COLUMBUS PLUMBING COMPANY	4" BRASS CLEANOUT/PLUG	24.45	
100-150-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER	38.00	
100-150-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	WALMART - PADLOCK	40.62	
100-150-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	4 CASES 48CT W WHEEL TISSUE	271.80	
100-150-56010	SUPPLIES	HY-VEE INC	CLOROX	22.98	
100-150-56010	SUPPLIES	KELLY SUPPLY COMPANY	COUPLER, O-RING, HEX NIPPLE	45.69	
100-150-56010	SUPPLIES	MENARDS	AJAX	6.86	
100-150-56010	SUPPLIES	SHERWIN-WILLIAMS CO	5 GALLON DOT CONC SEAL	282.07	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	NAPKINS, ROLL TOWELS	172.80	
100-150-56050	FUEL	FIRST NATIONAL BANK OMAHA	CUBBY'S	38.58	
100-150-56080	PLANTS SOD SEED FLOWERS	LOSEKE LAKE STOP LLC	SOD ROLL	24.43	
100-150-56080	PLANTS SOD SEED FLOWERS	WILKE LANDSCAPE CENTER	PLANTS	470.31	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	60.56	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	28.31	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,286.32	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-56300	FOOD COSTS	CHESTERMAN COMPANY	CONCESSIONS	1,504.54	
100-150-56300	FOOD COSTS	FIRST NATIONAL BANK OMAHA	GROCERY - CONCESSION STAND	1,079.49	
100-150-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS - PLUNGE	3,908.00	
100-150-56300	FOOD COSTS	HY-VEE INC	GROCERIES	156.30	
100-150-56400	PROGRAMS	BLEVINS TREVOR	UMP	90.00	
100-150-56400	PROGRAMS	CHRISTENSEN STEVE	UMP	480.00	
100-150-56400	PROGRAMS	CLAUSSEN ROD	UMP	210.00	
100-150-56400	PROGRAMS	CLINE RANDY	UMP	390.00	
100-150-56400	PROGRAMS	CLINE TYLER	UMP	420.00	
100-150-56400	PROGRAMS	HOLYS JACK	FIELD WORK DURING TOURNEY	225.00	
100-150-56400	PROGRAMS	LUTJENS JAROD	UMP	120.00	
100-150-56400	PROGRAMS	MARTENSEN NATILIE	UMP	90.00	
100-150-56400	PROGRAMS	MROCZEK CODY	FIELD WORK DURING TOURNEY	1,120.00	
100-150-56400	PROGRAMS	NEWMAN KELSEY	FIELD WORK	300.00	
100-150-56400	PROGRAMS	RIEDMILLER JOHN	FIELD WORK	875.00	
100-150-56400	PROGRAMS	TWEET'S SPORT SHOP	8 -INFIELD BASES	1,480.00	
100-150-56400-FTNSS	PROGRAMS	BOUCLY AUDE	YOGA CLASS	240.00	
100-150-56400-SQURE	PROGRAMS	BARRELHOUSE	2 HR SHOW SUMMER CONCERT SERIES	800.00	
100-150-56400-SQURE	PROGRAMS	FIRST NATIONAL BANK OMAHA	SAM'S CLUB	396.83	
Total For Dept 150 PARKS				26,350.75	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	367.81	
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	880.00	
100-151-54310	BUILDING MAINTENANCE	NORTHWEST ELECTRIC LLC	PHASE MONITORING RELAY	226.79	
100-151-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - ICE MACHINE	352.68	
100-151-55400	ADVERTISING AND PROMOTION	ALPHAMEDIA USA LLC	MAY ADVERTISING	2,000.00	
100-151-55400	ADVERTISING AND PROMOTION	NORFOLK DAILY NEWS	ADVERTISING	325.00	
100-151-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-151-56010	SUPPLIES	SCHIEFFER SIGNS INC	8"X8" ALUMINUM CAPS	133.76	
100-151-56030	CLEANING SUPPLIES/SERVICE	HY-VEE INC	FLY SWATTER, PAN BRUSH, SPONGES, DISH S	17.54	
100-151-56060	CHEMICALS	AQUA-CHEM INC	HYPOCHLORITE SOLUTION, HYDROCHLORIC ACI	2,516.00	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,145.25	
100-151-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	9,470.57	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,963.81	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	69.28	
100-151-56300	FOOD COSTS	CHESTERMAN COMPANY	CREDIT - CO2 EMPTIES	2,318.47	
100-151-56300	FOOD COSTS	HADLEY-BRAITHWAIT COMPANY	CONCESSIONS - PLUNGE	257.35	
100-151-56300	FOOD COSTS	MAHASKA	ICED COFFEE	177.00	
100-151-56300	FOOD COSTS	MIDWEST MINI MELTS	MINI MELTS - PAWNEE PLUNGE	5,825.50	
100-151-57510-21049	CAPITAL-EQUIPMENT	SAND CREEK CONSTRUCTION CO	DESIGN BUILD FAMILY WATER SLIDE	6,930.00	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				39,991.81	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	AMERICAN RED CROSS	CPR/AED FOR PROFESSIONAL RESCUERS, LIFE	526.00	
100-152-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	MAERICAN RED CROSS	215.00	
100-152-54310	BUILDING MAINTENANCE	MENARDS	COBRA DRAIN BLDG, MED DUTY HOSE	69.67	
100-152-55920	MISC FEES	FIRST NATIONAL BANK OMAHA	AUTHORIZE NET FEES	15.00	
100-152-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FLEX VINYL DUCT, RESCUE TAPE	21.98	
100-152-56010	SUPPLIES	JACKSON SERVICES INC	MATS	69.29	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	415.83	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,695.84	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,007.51	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/25	66.21	
Total For Dept 152 AQUATIC CENTER POOL				7,102.33	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	742.98	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	686.18	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,145.00	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	521.46	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	14.76	
100-155-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	MAY SOCIAL MEDIA POSTS	50.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PRESURE WASHER	299.99	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	58.28	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,162.26	
Total For Dept 155 VAN BERG GOLF COURSE				5,680.91	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET	90.00	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	588.06	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	3,694.63	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,353.00	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	480.12	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS	83.65	
100-156-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	MAINTENANCE ON EXHAUST FAN IN CART SHEI	411.54	
100-156-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL ICE MACHINE	477.16	
100-156-54320	EQUIPMENT MAINTENANCE	AG SPRAY EQUIPMENT	ANTIFOAM QUART	139.32	
100-156-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	SUPPLIES	162.20	
100-156-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	H D NOZZLE	23.98	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	U-JOINT	34.99	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	WHELL MOTOR	1,348.43	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	FUEL FILTER & PUMP	277.57	
100-156-55400	ADVERTISING AND PROMOTION	CIELOCHA, HAYLEE	MAY SOCIAL MEDIA POSTS	50.00	
100-156-55400	ADVERTISING AND PROMOTION	GOLFNOW	WEBSITE/EMAIL HOSTING	180.26	
100-156-55920	MISC FEES	DUNBAR DOUGLAS	CREDIT CARD FEES REIMBURSEMENT	1,341.00	
100-156-56010	SUPPLIES	SAPP BROS COLUMBUS INC	PC PRECISION XL	35.75	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	3,939.71	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	39.35	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	48.13	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,191.10	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/25	66.21	
100-156-56650	MEMBERSHIP DUES	USGA	MEMBERSHIP	150.00	
100-156-57200-20111	CAPITAL-LAND & BUILDINGS	LANDSCAPES UNLIMITED LLC	GOLF COURSE REPAIRS	12,420.00	
Total For Dept 156 QUAIL RUN GOLF COURSE				33,626.16	
Total For Fund 100 GENERAL FUND				1,511,128.28	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	BONCZYNSKI ADAM	CDL	31.00	
200-200-52700	TRAINING AND TUITION	BORCHERS, CLETUS	CDL	31.00	
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	USA FLEET SUPPLY - CDL CLASS A/B DVD SE	85.82	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	MENARDS	MENARDS GIFT CARD RETIREMENT GIFT BILL	200.00	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	508.44	

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Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-54320	EQUIPMENT MAINTENANCE	AG SPRAY EQUIPMENT	SPRAY TIP	30.60	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	MANDREL STRIP	787.13	
200-200-54320	EQUIPMENT MAINTENANCE	MENARDS	FLAT WASHER, CARR BOLT, HEX NUT, 2X8 GF	109.19	
200-200-54320	EQUIPMENT MAINTENANCE	PRODUCTIVITY PLUS ACCOUNT-	RUETERS - HOSE ASSY, FLANGE, O-RING, BC	290.09	
200-200-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	BOW CLEVIS	114.85	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	75.89	
200-200-56010	SUPPLIES	HADLEY-BRAITHWAIT COMPANY	SINGLE FOLD TOWELS, MULTIFOLD TOWELS, T	362.65	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	13,047.45	
200-200-56120	TRAFFIC SIGNS	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	8.93	
200-200-56120	TRAFFIC SIGNS	GENERAL TRAFFIC CONTROLS I	TRAFFIC SIGNAL EQUIPMENT	512.78	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	42.84	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	38.33	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	594.30	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	30,412.01	
200-200-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	44.00	
200-200-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	148.09	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	COMMONWEALTH ELECTRIC COM	COL VIADUCT LIGHTING	67,090.50	
200-200-57200-21014	CAPITAL-LAND & BUILDINGS	PROCHASKA & ASSOCIATES INC	110705 - 33RD AVE VIADUCT BRIDGE CONSTF	2,774.40	
200-200-57200-22023	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	COLUMBUS 2022 LEVEE PIPE INSPECTION	4,010.00	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	WATER & CONCRETE PAVING IMPROVEMENTS 2C	422,964.54	
200-200-57300-20074	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	SID#185 20-74, SID#186 21-75, SID#18 21	190,176.16	
Total For Dept 200 STREETS				734,522.49	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	45.00	
200-202-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	PENETRATING OIL	69.48	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	RIGHT STUFF	68.97	
200-202-56090	SMALL TOOLS	ISLAND SUPPLY WELDING CO.	COVER LENS	8.24	
200-202-56090	SMALL TOOLS	MATHESON-LINWELD	MS HELMET	188.39	
200-202-56090	SMALL TOOLS	SNAP-ON TOOLS	SPADE/FLAT PIN	62.50	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	THROTTLE CABLE	16.99	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	OIL FILTER, 15W50 OIL	77.56	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	YELLOW LED STROBE, PLUG-IN PIGTAIL	315.68	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	IGNITION COILS	219.94	
Total For Dept 202 MECHANICS SHOP				1,072.75	
Total For Fund 200 STREETS/ENGINEERING				735,595.24	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54310	BUILDING MAINTENANCE	EAKES OFFICE SOLUTIONS	DRY ERASE BOARD, MAGNETS	246.18	
205-205-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	SLUMBERLAND 2 -ACCENT CHAIRS	380.00	
205-205-54310	BUILDING MAINTENANCE	SCHAEFER'S INC	REFRIGERATOR	1,399.00	
205-205-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	MECHANICS ADJUST SEAT	32.99	
205-205-54320	EQUIPMENT MAINTENANCE	MENARDS	PAM, CHAIN LUBE, WD-40, TRIM LINE	57.38	
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST TURF & IRRIGATION	BUSHING-FLANGE	98.28	
205-205-54440	RUNWAY MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	SUN TO SHADE 5LB, SPREADER	44.98	
205-205-54470	FSS BUILDING MAINTENANCE	DIEDRICHS AARON	MENARDS DRAWER PULLS	77.69	
205-205-54470	FSS BUILDING MAINTENANCE	MENARDS	18 - PULLS	78.31	
205-205-54470	FSS BUILDING MAINTENANCE	SEARS COMMERCIAL ONE	RANGE	899.99	
205-205-56010	SUPPLIES	MENARDS	10# HARDY MIX SEED	33.99	
205-205-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	ROUND UP, AMINE 2 4D	153.98	
205-205-56050	FUEL	SAPP BROS COLUMBUS INC	DIESEL	661.87	

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Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	495.10	
205-205-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	111.24	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	691.50	
Total For Dept 205 AIRPORT				1,297.84	
Total For Fund 205 AIRPORT				1,297.84	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	D'LEON'S - LUNCH TRAINING IN LINCOLN	35.85	
220-220-52700	TRAINING AND TUITION	LOVELL JENNIFER	MILEAGE PROTECTION ORDER TRAINING LINCC	85.41	
220-220-52700	TRAINING AND TUITION	NEBRASKA EMERGENCY SERVICE	NESCA CONFERENCE REGISTRATION	300.00	
220-220-52700	TRAINING AND TUITION	PENSICK, RACHEL	MILEAGE PROTECTION ORDER TRAINING	85.41	
220-220-52700	TRAINING AND TUITION	STUTHMAN CRYSTAL	CTO TRAINING IN YORK NE	108.75	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	112.76	
220-220-53400	COMPUTER SUPPORT/MAINT	CONNECTING POINT/RADIO SHF 2	- HP COLOR LJ PRO MFP PRINTER	811.42	
220-220-54380	MAINTENANCE AGREEMENTS	MOTOROLA SOLUTIONS INC.	BILLING FOR MAINTENANCE AGR/SUPPORT	36,202.56	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	POU COOLER	38.50	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	491.04	
220-220-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	148.80	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/29	749.30	
220-220-56240	TELEPHONE	LINGO	E911 PHONE SERVICE 5/01/22 - 5/31/22	51.67	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATIO	SERVICE REQUEST	357.87	
Total For Dept 220 E911				39,610.84	
Total For Fund 220 COMMUNICATIONS - E911				39,610.84	
Fund 221 COMMUNICATIONS - WIRELESS E911					
Dept 221 WIRELESS E911					
221-221-56240	TELEPHONE	CENTURY LINK	E911 PHONE CHARGES	781.20	
Total For Dept 221 WIRELESS E911				781.20	
Total For Fund 221 COMMUNICATIONS - WIRELESS E911				781.20	
Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHARING					
Dept 225 EC-911 EQUIPMENT SHARING					
225-225-54380	MAINTENANCE AGREEMENTS	TELECOMMUNICATION SYSTEMS	ANNUAL MAINTENANCE & MONITORING FEE 6/8	5,000.00	
225-225-56240	TELEPHONE	TELECOMMUNICATION SYSTEMS	MONTHLY CIRCUIT FEE	1,554.00	
Total For Dept 225 EC-911 EQUIPMENT SHARING				6,554.00	
Total For Fund 225 COMMUNICATIONS-EC-911 EQUIPMENT SHAF				6,554.00	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	USA FLEET SUPPLY - CDL CLASS A/B DVD SE	85.82	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	264.14	
500-500-53200	PROFESSIONAL SERVICES	COLUMBUS CREDIT SERVICES	ANNUAL PUBLIC RECORD BULLETIN - WTR OFF	77.50	
500-500-54320	EQUIPMENT MAINTENANCE	MENARDS	LANDSCAPE TIMBER	24.90	
500-500-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	FLO ORANGE 17OZ, NEMESIS EYEWEAR	20.64	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES - MAY	343.27	
500-500-54390	SYSTEM MAINTENANCE	PLATTE VALLEY COMMUNICATIO	SERVICE REQUEST - WATER DEPT REMOTE PRC	110.00	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	17.11	

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Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56040	POSTAGE AND FREIGHT	PITNEY BOWES	STANDARD SLA-EQUIPMENT SERVICE AGREEMEN	281.17	
500-500-56190	PERSONAL PROTECTIVE SUPP	FASTENAL COMPANY	FLO ORANGE 17OZ, NEMESIS EYEWEAR	36.60	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	284.19	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,204.81	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	187.50	
500-500-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	22.00	
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	GILMORE & ASSOCIATES INC	LIFT STATION #7 REPLACEMENT 2020	2,520.00	
500-500-57300-20092	CAPITAL-NEW CONSTRUCTION	OBRIST & CO INC	LIFT STATION REPLACEMENTS -2020	159,340.73	
500-500-57300-20094	CAPITAL-NEW CONSTRUCTION	MUNICIPAL PIPE TOOL CO LLC	SANITARY SEWER REHAB 2021	6,586.63	
Total For Dept 500 WASTEWATER COLLECTION				172,407.01	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	LANDKAMER MICHAEL	CDL	31.00	
500-501-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS TELEGRAM	LEGAL NOTICES, EMPLOYMENT ADS.	801.25	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	81.06	
500-501-54310	BUILDING MAINTENANCE	MENARDS	MICROWAVE	129.00	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	GATES HYD HOSE, GATES STEM, 1/4 HOSE PC	43.60	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	3/4 HP SHALLOW WELL PUMP	208.99	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	REPAIR	388.10	
500-501-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 REPAIRS	70.00	
500-501-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	BRAKE ROTOR, SEMI-MET PAD	134.99	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	TESTING & SUPPLIES	21.37	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES INC	WATER TESTING	1,009.00	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	GALV NIPPLE & ELBOW	7.98	
500-501-56010	SUPPLIES	CAPITAL ONE - WALMART	PAPER TOWELS, KLEENEX, DAWN, WINDEX	159.57	
500-501-56010	SUPPLIES	MENARDS	3M WORKTUNES	18.55	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWELS	34.67	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,776.49	
500-501-56100	LABORATORY	FISHER SCIENTIFIC	CYLINDER DOUBLE 50 ML	296.40	
500-501-56100	LABORATORY	MIDLAND SCIENTIFIC INC	AMMONIA TNTPLUS 25	143.92	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	268.89	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	12.59	
500-501-56220	ELECTRICITY	HEARTLAND NATURAL GAS LLC	NATURAL GAS	186.22	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	14,553.29	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES 5/30/22 - 5/28	72.71	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	82.32	
Total For Dept 501 WASTEWATER TREATMENT FAC				25,531.96	
Total For Fund 500 UTILITY SERVICE				197,938.97	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	USA FLEET SUPPLY - CDL CLASS A/B DVD SE	85.82	
520-520-52700	TRAINING AND TUITION	NEBRASKA DEPT OF ENVIRONMENT	GRADE 3 COURSE	960.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	31.50	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	MOPS, UNIFORMS	170.76	
520-520-53200	PROFESSIONAL SERVICES	COLUMBUS CREDIT SERVICES	ANNUAL PUBLIC RECORD BULLETIN - WTR OFF	77.50	
520-520-53400	COMPUTER SUPPORT/MAINT	CAPITAL ONE - WALMART	HP INK	189.15	
520-520-54310	BUILDING MAINTENANCE	FERRELLGAS LP	RENTAL FROM 5/01/22 TO 4/30/2023 WATER	73.32	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	2.45	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	PAINTBRUSHES	19.34	
520-520-54390	SYSTEM MAINTENANCE	FASTENAL COMPANY	FLO ORANGE 17OZ, NEMESIS EYEWEAR	20.64	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	23RD AVE & 22ND ST	436.25	

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Fund 520 WATER					
Dept 520 WATER					
520-520-54390	SYSTEM MAINTENANCE	HOA SOLUTIONS INC	SCADA BREAKDOWN SERVICE REPAIR CALL	7,021.02	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	1/4 - 1/2 COMPLETE KIT	164.30	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	RECHARGEABLE AA BATERIES	150.60	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES - MAY	343.27	
520-520-54390	SYSTEM MAINTENANCE	PLATTE VALLEY COMMUNICATIO	SERVICE REQUEST - WATER DEPT REMOTE PRC	110.00	
520-520-54390	SYSTEM MAINTENANCE	SHERWIN-WILLIAMS CO	SHER-KEM ENVIRO GREEN	101.17	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOP, MATS	88.41	
520-520-56040	POSTAGE AND FREIGHT	PITNEY BOWES	STANDARD SLA-EQUIPMENT SERVICE AGREEMEN	281.17	
520-520-56060	CHEMICALS	HAWKINS INC	HWTG-BLEACH & ALKALI	6,253.79	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	16 - IPERL METERS	9,408.00	
520-520-56190	PERSONAL PROTECTIVE SUPP	FASTENAL COMPANY	FLO ORANGE 17OZ, NEMESIS EYEWEAR	36.60	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	18.36	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	16.42	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	12,707.81	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	187.50	
520-520-56240	TELEPHONE	FRONTIER	NWP ALARM 5/30/22TO 6/29/22	201.30	
520-520-56250	REFUSE	ACE SANITATION SERVICE INC	GARBAGE SERVICE	22.00	
520-520-57200-21025	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	WATER & CONCRETE PAVING IMPROVEMENTS 20	22,261.29	
Total For Dept 520 WATER				61,439.74	
Dept 522 SUPERFUND PROJECT					
520-522-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	324.19	
Total For Dept 522 SUPERFUND PROJECT				324.19	
Total For Fund 520 WATER				61,763.93	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON CONNECT NWF, INC.	GPS SERVICE	32.38	
560-560-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	3 - EXECUTIVE NOTEBOOKS	64.98	
Total For Dept 560 STORMWATER UTILITY				97.36	
Total For Fund 560 STORMWATER UTILITY				97.36	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	USA FLEET SUPPLY - CDL CLASS A/B DVD SE	85.82	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	53.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	173.96	
570-570-54310	BUILDING MAINTENANCE	MENARDS	1" ADAPTER, RAINLIGHT HUB, WELD ROD	25.08	
570-570-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	HYDRAULIC HOSE, GATES STEM, CRIMP CHARG	162.49	
570-570-54330	VEHICLE MAINTENANCE	KULA'S EXHAUST & REPAIR LI	PIPE, FLARE PIPE	26.39	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	CONDUIT	114.80	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	67,065.95	
570-570-56010	SUPPLIES	MENARDS	TOILET TISSUE	37.61	
570-570-56020	OFFICE SUPPLIES	CAROLINA SOFTWARE	WASTE WORKS LASER TICKET	640.70	
570-570-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	31.77	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	12,577.50	
570-570-56090	SMALL TOOLS	SAPP BROS COLUMBUS INC	5TH WHEEL PIN PULLERS	16.99	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	458.16	
570-570-56650	MEMBERSHIP DUES	SOLID WASTE ASSOCIATION OF	ANNUAL MEMBERSHIP	268.00	
Total For Dept 570 TRANSFER STATION				81,738.22	

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 User: LAURA.RUPP
 DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 06/21/2022 - 06/21/2022
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Total For Fund 570 SOLID WASTE DIVISION				81,738.22	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,880.00	
Total For Dept 000				1,880.00	
Dept 600 HEALTH INSURANCE					
600-600-53600 HEALTH ADMINISTRATION					
		AUXIANT P2	MAY ADMIN FEES	63,033.68	
Total For Dept 600 HEALTH INSURANCE				63,033.68	
Total For Fund 600 HEALTH INSURANCE				64,913.68	

06/16/2022 01:41 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 06/21/2022 - 06/21/2022
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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

Fund 100 GENERAL FUND	1,511,128.28
Fund 200 STREETS/ENGINEE	735,595.24
Fund 205 AIRPORT	5,462.48
Fund 220 COMMUNICATIONS	39,610.84
Fund 221 COMMUNICATIONS	781.20
Fund 225 COMMUNICATIONS-	6,554.00
Fund 500 UTILITY SERVICE	197,938.97
Fund 520 WATER	61,763.93
Fund 560 STORMWATER UTILI	97.36
Fund 570 SOLID WASTE DIV	81,738.22
Fund 600 HEALTH INSURANC	64,913.68

Total For All Funds:	<u>2,705,584.20</u>
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Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
75577	PETE LIEN & SONS INC.	05/23/2022	06/21/2022	6,776.49	6,776.49	Open	N
75580	HAWKINS INC	06/01/2022	06/21/2022	5,992.40	5,992.40	Open	N
75588	SAND CREEK CONSTRUCTION COMPANY	05/27/2022	06/21/2022	6,930.00	6,930.00	Open	N
75774	LOUP POWER DISTRICT	05/25/2022	06/21/2022	9,907.52	9,907.52	Open	N
75781	LOUP POWER DISTRICT	05/25/2022	06/21/2022	5,963.81	5,963.81	Open	N
75805	HEARTLAND NATURAL GAS LLC	06/08/2022	06/21/2022	9,436.81	9,436.81	Open	N
75854	SAPP BROS COLUMBUS INC	05/02/2022	06/21/2022	7,000.00	7,000.00	Open	N
75859	SAPP BROS COLUMBUS INC	05/20/2022	06/21/2022	7,520.00	7,520.00	Open	N
75914	TELECOMMUNICATION SYSTEMS INC.	06/08/2022	06/21/2022	5,000.00	5,000.00	Open	N
75986	MUNICIPAL PIPE TOOL CO LLC	06/09/2022	06/21/2022	6,586.63	6,586.63	Open	N
76004	CORE & MAIN LP	06/10/2022	06/21/2022	7,056.00	7,056.00	Open	N
76077	DUNBAR DOUGLAS	06/01/2022	06/21/2022	6,498.00	6,498.00	Open	N
76081	COLUMBUS FAMILY RESOURCE CTR	06/01/2022	06/21/2022	9,967.12	9,967.12	Open	N
76106	HOA SOLUTIONS INC	02/16/2022	06/21/2022	7,021.02	7,021.02	Open	N
76131	COLUMBUS TELEGRAM	05/29/2022	06/21/2022	6,062.14	6,062.14	Open	N

# of Invoices:	15	# Due:	15	Totals:	107,717.94	107,717.94
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 107,717.94 107,717.94

--- TOTALS BY FUND ---

100 - GENERAL FUND	58,576.63	58,576.63
225 - COMMUNICATIONS-EC-911 EQUIPM	5,000.00	5,000.00
500 - UTILITY SERVICE	24,071.89	24,071.89
520 - WATER	20,069.42	20,069.42

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	1,762.68	1,762.68
103 - COLUMBUS COMMUNITY CENTER	9,967.12	9,967.12
105 - FINANCE	736.56	736.56
110 - POLICE	14,520.00	14,520.00
130 - LIBRARY	599.06	599.06
145 - COMMUNITY DEVELOPMENT	64.47	64.47
150 - PARKS	1,730.31	1,730.31
151 - PAWNEE PLUNGE WATER PARK	22,698.43	22,698.43
155 - VAN BERG GOLF COURSE	2,145.00	2,145.00
156 - QUAIL RUN GOLF COURSE	4,353.00	4,353.00
225 - EC-911 EQUIPMENT SHARING	5,000.00	5,000.00
500 - WASTEWATER COLLECTION	6,586.63	6,586.63
501 - WASTEWATER TREATMENT FAC	17,485.26	17,485.26
520 - WATER	20,069.42	20,069.42

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

7.A. Public hearing - Application of Palmeras, LLC dba Palmeras Cuban Store for Retail Class "D" liquor license at 2029 23 Street.

**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, June 20, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a retail liquor license for Palmeras, LLC dba Palmeras Cuban Store, 2029 23 Street, Columbus, Nebraska, and at said time and place you may appear and be heard.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish 06:09:22
Two Affidavits of Publication

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: June 6, 2022

DUE DATE: June 9, 2022

Applicant Palmeras, LLC dba Palmeras Cuban Store
Address 2029 23 Street, Columbus, NE 68601
Legal Description E395' Lot 1 EXC TR TO STATE OF NE BLK X
NORTH PARK 1ST

IS (x) IS NOT () WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED - NOTIFY THE MUNICIPAL CLERK'S OFFICE
AND RETURN THIS FORM**

Requested License or Action: Class D
Existing Zoning: B-2
Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-2
South: R-1
East: B-2
West: B-2

General Neighborhood/Area Land Uses: Commercial

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway): 23rd St. / Hwy 30
Expressway

Street Width and Profile: 66-foot Urban, 4-Lane divided, with left hand turn lane

Speed Limit: 35 mph

Average Daily Traffic Count: 23,730 (2016 ADT)

Richard J. Bogus


Richard J. Bogus, P.E.
City Engineer



COLUMBUS POLICE DEPARTMENT

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

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JUNE 6TH, 2022

SUBJECT: PALMERAS LLC (dba) PALMERAS CUBAN STORE
LIQUOR LICENCE APPLICATION
2029 23RD STREET
COLUMBUS, NEBRASKA 68601

OWNER: ANA VILLEGAS
OWNER: JESUS RAMOS LLAMERA

Palmeras is a Cuban store located on 23rd Street. They will sell Cuban food, clothes, and also sell beer and wine.

A. The adequacy of existing law enforcement resources and services in the area:

There are adequate law enforcement resources and services in the area.

B. The recommendation of the police department or any other law enforcement agency:

The Columbus Police Department has no recommendation.

C. Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking:

There is heavy motor vehicle and some pedestrian traffic at this location. There seems to be no traffic or parking problems. There will be adequate off-street parking available.

D. Zoning restrictions and the local governing body's zoning and land-use policies:

The area is zoned for business.

- E. Sanitation or sanitary conditions on or about the proposed licensed premises:

Sanitation or sanitary conditions are in order.

- F. The existence of a citizen's protest or opposition to the application:

There is no known citizen protest or opposition to the application.

- G. The existing population and projected growth within the jurisdiction of the local governing body and within the area to be served:

There is normal projected population growth within the jurisdiction of the local governing body and within the area to be served.

- H. The existing liquor licenses, the class of each such license, and the distance and times of travel between establishments issued such licenses:

There are two (2) liquor licenses in the near vicinity of this location. Walgreens and CVS Pharmacy are approximately two (2) blocks away or a two minute walk. Walgreens has a Class D license and CVS Pharmacy has a Class C license.

- I. Whether the proposed license would be compatible with the neighborhood or community where the proposed premises are located:

The proposed license is compatible with this area.

- J. Whether the type of business or activity proposed to be operated or presently operated in conjunction with the proposed license is and will be consistent with the public interest as declared in section 53-101.01:

The type of business and activity proposed will be consistent with public intent.

- K. Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with section 53-102:

There is no evidence shown that the applicant will not ensure that all alcoholic beverages will be handled by persons in accordance with section 53-102.

- L. Whether the applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

There is no evidence that the applicant will not take every reasonable precaution to prevent shoplifting and the area is reasonably secured. He will build a bar and store alcohol behind it during business hours.

- M. Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act:

There is no evidence showing that the applicant is not fit, willing, and able to properly provide the service proposed in conformance with all provisions and requirements of, and rules and regulations adopted and promulgated pursuant to the act.

- N. Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act:

There is no evidence shown that the applicant will not demonstrate that the type of management and control over the licensed premises and will ensure that the licensee can conform to all the provisions and requirements of, and rules and regulations adopted promulgated pursuant to the act.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies:

The background information does not reveal any felony arrests or violations of the applicant.

- P. Past evidence of discrimination involving the applicant as evidenced by findings of fact before any administrative board or agency of the local governing body, and other governmental board or agency of the local governing body, and other governmental unit, or any court of law:

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local body or the employees of the commission or local governing body in regards to the license application or liquor investigations. The applicant shall be required to cooperate in providing a full disclosure to the investigation agents of the local governing body.

The applicant and applicant's representatives have not suppressed or provided inaccurate information to the local governing body.

- R. Proximity of and impact on schools, hospitals, libraries, parks, and other public institutions:

There does not appear that there will be any impact on local schools, libraries, parks, and other public institutions.

- S. Whether activities proposed to be conducted on the licensed premises or in adjacent related outdoor areas will create unreasonable noise or disturbance:

Activities will not create unreasonable noise.

- T. Compliance with state laws, liquor rules and regulations and municipal ordinances and regulations and whether or not the applicant has ever forfeited bond to appear in court to answer charges of having committed a felony or charges of having violated any law or ordinance enacted in the interest of good morals and decency or has been convicted of violating or has forfeited bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquor:

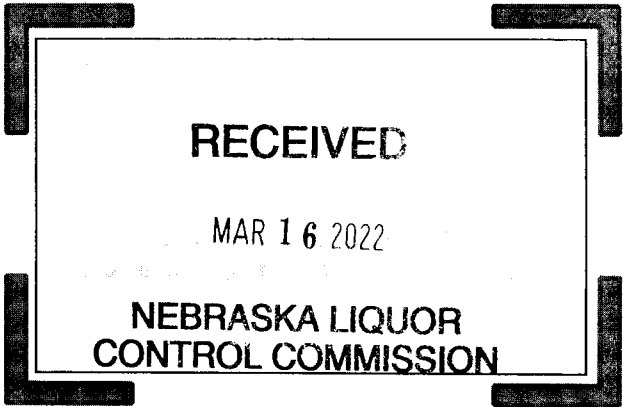
There is no evidence to show that the applicant has forfeited bond to appear in court for violating any liquor law or ordinance relating to alcoholic liquor.

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: D

License Number:
124829



Office Use Only

NEW / REPLACING TOP Yes / No

Hot List Yes / No Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME PALMERAS LLC

TRADE (DBA) NAME PALMERAS CUBAN STORE

PREVIOUS TRADE (DBA) NAME N/A

CONTACT PHONE NUMBER 402-270-3431

CONTACT EMAIL ADDRESS palmerascubanstore@gmail.com

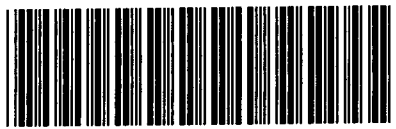
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6-15-2024

Business Plan
Diagram
Form 147 x2

As Fee Submitted

Office use only	
PAYMENT TYPE <u>PayPort</u>	
AMOUNT <u>\$400</u> RCP#	
RECEIVED <u>5-31-22</u>	
DATE DEPOSITED	



2200006701

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE -- MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO _____

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name N/A Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) PALMERAS CUBAN STORE
Street Address 2029 23rd Street
City Columbus County Platte 10 Zip Code 68601 +3427
Premises Telephone number 402-606-3101
Business e-mail address palmerascubanstore@gmail.com

Is this location inside the city/village corporate limits YES X NO _____

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises _____

Name Palmeras Cuban Store
Street Address 2029 23rd Street
City Columbus State NE Zip Code 68601 +3427

DESCRIPTION AND DIMENSION OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

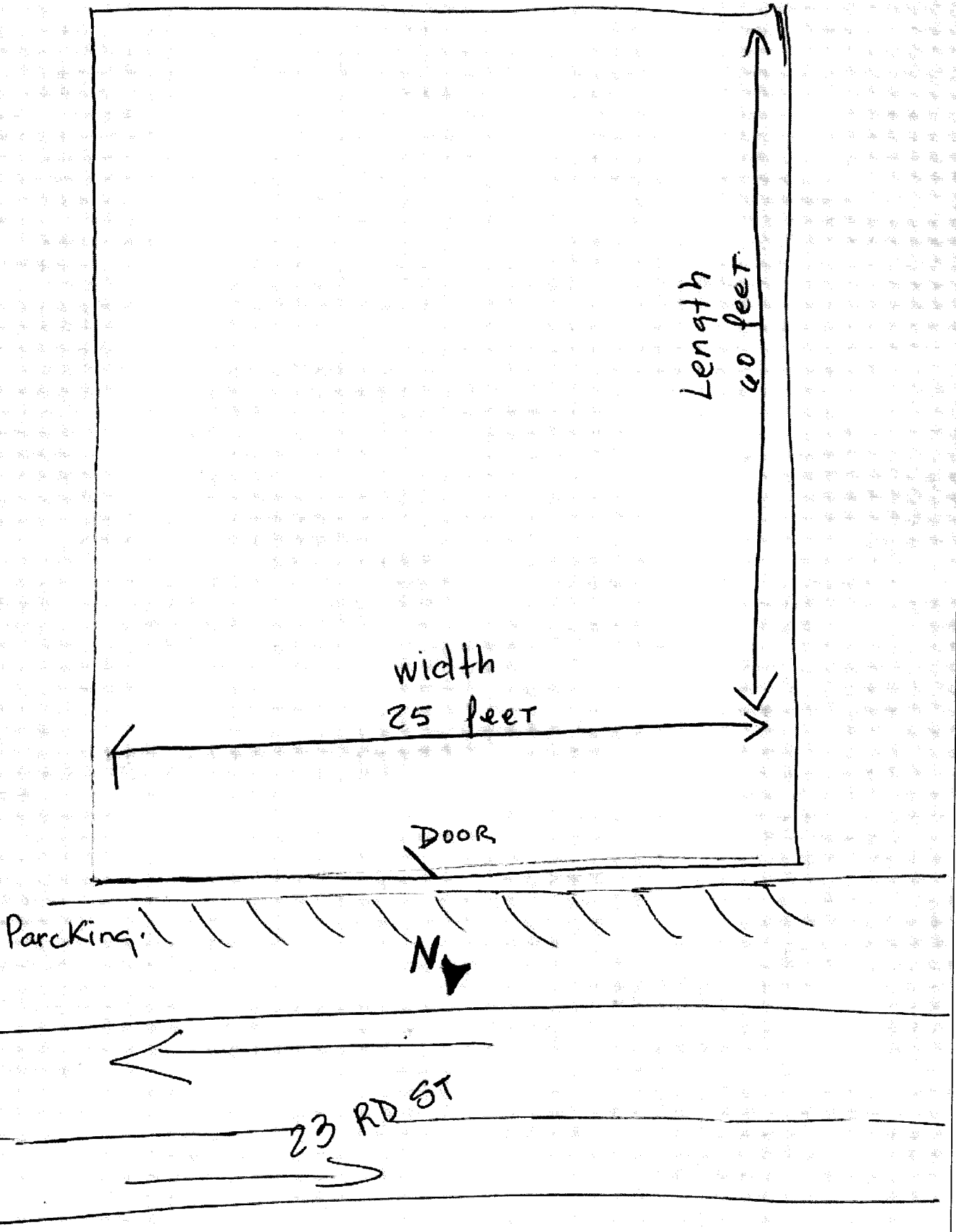
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 60 x width 25 in feet
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Information Palmeras Cuban Store. Diagram of area to be licensed



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

 YES NO

If yes, provide business name and license number _____

3. Are you buying the business of a current retail liquor license?

 YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

 YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
 - a) Submit a copy of the business purchase agreement
 - b) Include a list of alcohol being purchased, list the name brand, container size and how many
 - c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) CENTER FOR RURAL AFFAIRS

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

MY HUSBAND, JESUS RAMOS LLAMERA, WHO IS ALSO MEMBER OF THE LLC

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

BANK FIRST- Ana C. Villegas and Jesus Ramos Llamera

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Ana C Villegas-Bacardi Club LLC- 4007 46th Ave, Columbus, NE

License No. COLUMBUS, NE Business was closed by owner

UNKNOWN NUMBER

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANA C VILLEGAS	08/2016	INFORMATION UNAVAILABLE
JESUS RAMOS LLAMERA	N/A	N/A

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
ANA C VILLEGAS		BACARDI CLUB LLC
JESUS RAMOS LLAMERA	N/A	N/A

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

x Lease expiration date JUNE 15, 2024

Deed

Purchase Agreement

14. When do you intend to open for business? BUSINESS IS OPEN SINCE JUNE 16, 2021

15. What will be the main nature of business? GROCERY STORE

16. What are the anticipated hours of operation? MON-SAT FROM 9 AM TO 7 PM; SUN FROM 9 AM TO 6 PM

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
COLUMBUS, NE	2009	2021	COLUMBUS, NE	2009	2021
FREMONT, NE	2008	2009	FREMONT, NE	2008	2009

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE –

PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

[Handwritten Signature]

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

ANA C. VILLEGAS

Printed Name of **APPLICANT**

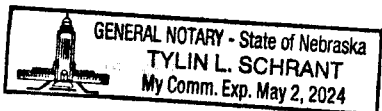
State of Nebraska, County of **Platte**

The foregoing instrument was acknowledged before me this

15th day of March 2022
(Date)

By Ana C. Villegas
Name of person(s) signing document in front of Notary

Tylin L. Schrant
Notary Public Signature



[Handwritten Signature]

Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

JESUS RAMOS LLAMERA

Printed Name of **SPOUSE**

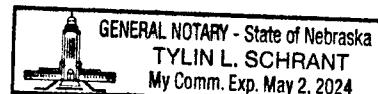
State of Nebraska, County of **Platte**

The foregoing instrument was acknowledged before me this

15th day of March 2022
(Date)

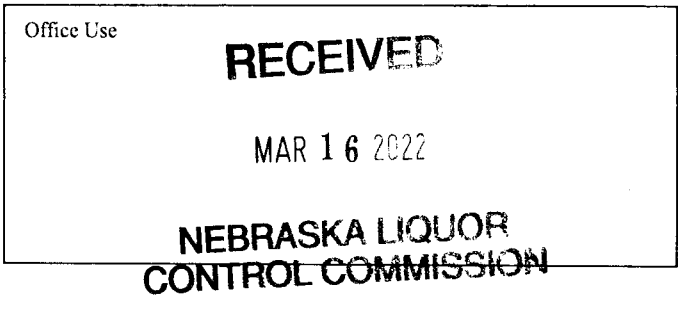
By Jesus Ramos Llamera
Name of person(s) signing document in front of Notary

Tylin L. Schrant
Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: ANA C. VILLEGAS

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
PALMERAS, LLC

LLC Address: 2029 23rd St

City: Columbus State: NE Zip Code: 68601 +3427

LLC Phone Number: 402-606-3101 LLC Fax Number: n/a


Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Villegas First Name: Ana MI: C

Home Address: 2221 22nd St City: Columbus

State: NE Zip Code: 68601 +3317 Home Phone Number: 402-270-3431

Ana Villegas 
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

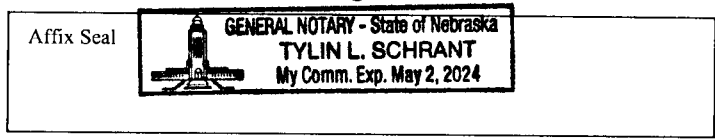
County of Platte

15th day March 2022
Date

The foregoing instrument was acknowledged before me this

by Ana Villegas
name of person acknowledge

Tylin L Schrant



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Villegas First Name: Ana MI: C
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Jesus Ramos Llamera
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 50%

Last Name: Ramos Llamera First Name: Jesus MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Ana C. Villegas
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation n/a
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January 01 Ending Date: December 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. 83-0913712

Nebraska Secretary of State

PALMERAS, LLC

Thu Mar 17 11:29:49 2022

SOS Account Number

10264180

Status

Active

Principal Office Address2415 23RD STREET
COLUMBUS, NE 68601
USA**Registered Agent and Office Address**JESUS RAMOS LLAMERA
2765 36TH AVENUE
COLUMBUS, NE 68601**Designated Office Address**2415 23RD STREET
COLUMBUS, NE 68601**Nature of Business**

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Jun 12 2018

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for PALMERAS, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jun 12 2018	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 06 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jun 26 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Amendment	Sep 11 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 07 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

CERTIFICATE OF ORGANIZATION OF

PALMERAS, LLC

NE 1001302011 PALMERAS, LLC Filed: 06/12/2018 11:06 AM

The undersigned person (s), acting as organizer(s) for the purpose of forming a business limited liability company under the laws of the State of Nebraska, adopt(s) the following Certificate of Organization:

Article 1. The name of the limited liability company shall be PALMERAS, LLC

Article 2. The principal place of business of the company is: 2415 23rd Street, Columbus, NE 68601

Article 3. The initial designated office of the company is located at: 2415 23rd Street, Columbus, NE 68601

Article 4. The purpose for which this limited liability company is organized is to transact any and all lawful business for which limited liability companies may be organized under the laws of the State of Nebraska, and to have all powers that are offered limited liability companies under the laws of the State of Nebraska.

Article 5. The duration of this limited company shall be perpetual.

Article 6. The number of members of this limited liability company is TWO (2)

Article 7. The names and addresses of the initial members of this limited company are as follows:

Table with 3 columns: Participation, Name, Address. Rows for Ana C Villegas and Jesus Ramos Llamera.

Article 8. The initial registered agent of this limited liability company is Ana C Villegas. By his or her signature at the end of this document, this person acknowledges acceptance of the responsibilities as registered agent of this limited liability company.

Article 9. The initial address of the office of the registered agent of this limited company is 2415 23rd Street, Columbus, NE 68601. City of Columbus, in the County of Platte, State of Nebraska.

Article 10. The total amount of initial capitalization of this limited liability company is \$5,000.00.

Article 11. Members will not be required to provide additional capital contributions.

Article 12. The company will be managed by the following members only:

Table with 2 columns: Name, Address. Rows for Ana C Villegas and Jesus Ramos Llamera.

Article 13. The company reserves the right to admit new members at any time. New members will be accepted only after unanimous consent of the existing members.

Article 14. The company reserves the right to continue without dissolution, under the terms as set forth in the company Operating Agreement, upon any act that might otherwise cause the dissolution of the company or the dissociation of a member under the laws of the state of Nebraska.

I certify that all the facts stated in the Certificate of Organization are true and correct and are made for the purpose of forming a business limited liability company under the laws of the State of Nebraska.

Ana C. Villegas Name of Member

[Signature] Signature

6/8/18 Date

Jesus Ramos Name of Member

[Signature] Signature

6/8/18 Date

I acknowledge my appointment as registered agent of this limited liability company and accept the appointment.

Ana C. Villegas Name of Organizer

[Signature] Signature

06/08/18 Date



Date of this notice: 06-15-2018

Employer Identification Number:
83-0913712

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

PALMERAS LLC
ANA C VILLEGAS MBR
2415 23RD ST
COLUMBUS, NE 68601

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0913712. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

NEBRASKA

Good Life. Great Service.

DEPARTMENT OF REVENUE

0000050

DATE 05/29/2019

COMMON CARRIER CERTIFICATE OF EXEMPTION

NONTRANSFERABLE
STATE ID NUMBER
013144154

LOCATION ADDRESS

MAILING ADDRESS

PALMERA LLC
2415 23RD ST
COLUMBUS NE 68601

PALMERAS LLC
2415 23RD ST
COLUMBUS NE 68601

RETAIN THIS FOR YOUR RECORDS
EXPIRATION DATE 10/31/2023

To cancel, see instructions on reverse.

Tony Fulton
Tax Commissioner

STATE OF NEBRASKA
DEPARTMENT OF AGRICULTURE
FOOD SAFETY AND CONSUMER PROTECTION

Permit for Retail Food Store

Fee Paid \$ 195.83

THIS PERMIT IS NOT TRANSFERABLE TO PERSON OR LOCATION

INSPECTION FEE PAID FOR 8/1/2021 - 7/31/2022

57352-03A

01 04

Palmeras LLC
Villegas, Ana
2415 23rd St
Columbus NE 68601

Palmeras
2029 23rd St
Columbus NE 68601

POST THIS LICENSE IN A CONSPICUOUS PLACE.

NEBRASKA SECRETARY OF STATE ♦ JOHN A. GALE
1201 N STREET, SUITE 120 • LINCOLN, NE • 68508
BUSINESS SERVICES DIVISION

Corporations

P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
sos.corp@nebraska.gov

Uniform Commercial Code

P.O. Box 95104
Lincoln, NE 68509
(402) 471-4080
sos.ucc@nebraska.gov

Notary

P.O. Box 95104
Lincoln, NE 68509
(402) 471-2558
sos.notary@nebraska.gov

ANA C. VILLEGAS
2765 36TH AVE
COLUMBUS, NE 68601

June 12, 2018

ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

Please remember it is your responsibility to notify the Secretary of State's office of any change(s) in the information you filed.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entry Name	Fee Received
Certificate of Organization	PALMERAS, LLC	100.00
Per Page Charge	PALMERAS, LLC	5.00
	Total Fees Received	\$105.00

Ashley Wessel
Filing Officer

CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a Legal Entity must provide the following information:

a. Name and Title of Natural Person opening account: Account #:
ANA C. Villegas / Jesus Ramos

b. Name, Type, and Address of Legal Entity for which the account is being opened:
"Palmeras" 2415 23th st, Columbus, NE 68601

c. The following information for **each** individual*, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, **owns 25% or more** of the equity interests of the Legal Entity listed above:

	Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	% of Ownership
1	ANA C. Villegas	06/29/66	2415 23th st Columbus	766-72-7812		50%
2	Jesus Ramos	02/23/67	2415 23th st Columbus		746-72-9418	50%
3						
4						

*If no individual meets this definition, please enter "Not Applicable" above and **explain below** (i.e. All <25%; Charity/Non-Profit; etc.):

Beneficial Owner Detail: As applicable, explain any layers of Beneficial Ownership, etc. (For example, ABC Co. is 50% owned by 123 Corp. 123 Corp. is 50% owned by John Doe; therefore, John is a 25% Beneficial Owner of ABC Co.)

ANA 50% JESUS 50%

d. The following information for **one** individual with significant responsibility for managing the Legal Entity listed above:

- An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or,
- Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹

I, ANA / JESUS (name of natural person opening account), hereby certify, to the best of my knowledge, that the information above is complete and correct and I agree to notify Great Plains State Bank of any change in such information.

SIGNATURE:

DATE: 04/26/18 Legal Entity Identifier (Optional):

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

BENEFICIAL OWNER IDENTITY VERIFICATION:

Beneficial Owner #1: <i>Ana C Villegas</i>	
Driver's License Number, or Other Identifying Document: [REDACTED]	
State (or Country) of Issue: <i>NEBRASKA</i>	
Issue Date: <i>05/02/2014</i>	Expire Date: <i>06/29/2019</i>
Secondary Form of Identification: <i>Green Card</i>	
<input type="checkbox"/> OFAC Check	
COMMENTS:	

Beneficial Owner #2: <i>Jesus Ramos</i>	
Driver's License Number, or Other Identifying Document: [REDACTED]	
State (or Country) of Issue: <i>NEBRASKA</i>	
Issue Date: <i>2/03/2014</i>	Expire Date: <i>02/23/2019</i>
Secondary Form of Identification: <i>Green Card 088-788-566</i>	
<input type="checkbox"/> OFAC Check	
COMMENTS:	

Beneficial Owner #3: <i>NONE</i>	
Driver's License Number, or Other Identifying Document:	
State (or Country) of Issue:	
Issue Date:	Expire Date:
Secondary Form of Identification:	
<input type="checkbox"/> OFAC Check	
COMMENTS:	

Beneficial Owner #4: <i>NONE</i>	
Driver's License Number, or Other Identifying Document:	
State (or Country) of Issue:	
Issue Date:	Expire Date:
Secondary Form of Identification:	
<input type="checkbox"/> OFAC Check	
COMMENTS:	

Individual with Control: <i>NONE</i>	
Driver's License Number, or Other Identifying Document:	
State (or Country) of Issue:	
Issue Date:	Expire Date:
Secondary Form of Identification:	
<input type="checkbox"/> OFAC Check	
COMMENTS:	

Customer Copy

LingoDocs & USMEX
P.O. BOX 391331
Omaha, NE 68139
(402) 504-3363

CUBAN STORE

Date: 08-JUN-2018
Time: 10:24:14 AM
Card Type: Visa
Card Number: XXXX2723
Trans ID: 40751590752
Auth Code: 604003
Approved Amt: \$400.00

I AGREE TO PAY THE ABOVE TOTAL ACCORDING
TO MY CARD ISSUER AGREEMENT.

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

MAR 16 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

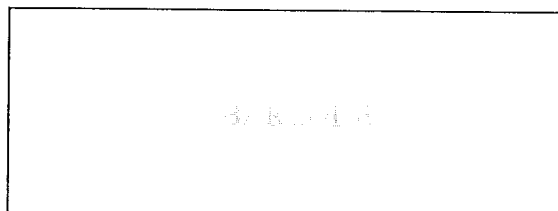
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

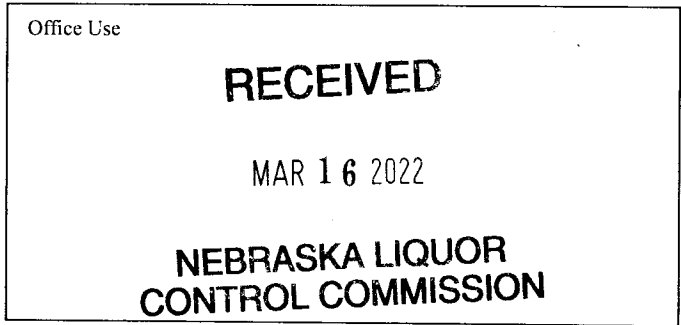
Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: PALMERAS, LLC

Premise information

Liquor License Number: N/A Class Type D (if new application leave blank)

Premise Trade Name/DBA: PALMERAS CUBAN STORE

Premise Street Address: 2029 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-606-3101 +3427

Premise Email address: palmerascubanstore@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: VILLEGAS First Name: ANA MI: C

Home Address: 2221 22nd Street

City: Columbus County: Platte Zip Code: 68601 +

Home Phone Number: 402-270-3431 3317

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: CUBA

Email address: villegasana471@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: RAMOS LLAMERA First Name: JESUS MI: _____

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: CUBA

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2009	2021	Columbus, NE	2009	2021
Fremont, NE	2008	2009	Fremont, NE	2008	2009

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2013	CBS-Cargill	YOANTHA	402-352-8200
2009	2011	Taxes Service	MARIA ALVARADO	402-270-3203

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 8/2016 Name on Certificate: ANA C VILLEGAS

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANA C VILLEGAS	08/2016	INFORMATION NOT AVAILABLE

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
ANA C VILLEGAS	2015-2018	BACARDI CLUB-COLUMBUS NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO


PERSONAL OATH AND CONSENT OF INVESTIGATION

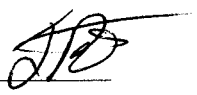
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Ana Villegas 
Signature of Manager Applicant

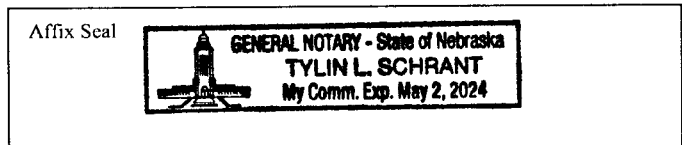
Jesus Ramos 
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Platte The foregoing instrument was acknowledged before me this

15th day March, 2022 by Ana Villegas and Jesus Ramos Lamera
date NAME OF PERSON BEING ACKNOWLEDGED

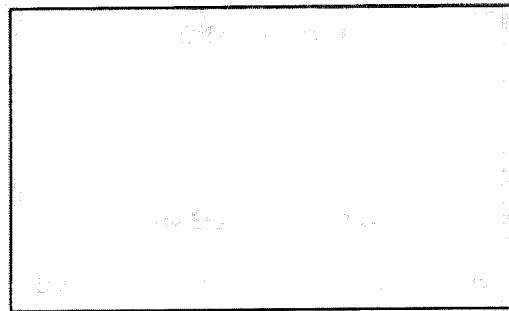
Tylin L Schrant
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol -- CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP -- CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Palmeras Cuban Store.

Name of Person Being Fingerprinted: ANA C. Villegas

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/29/2021

Location where fingerprints were taken: Columbus Police Department.

How was payment made to NSP?

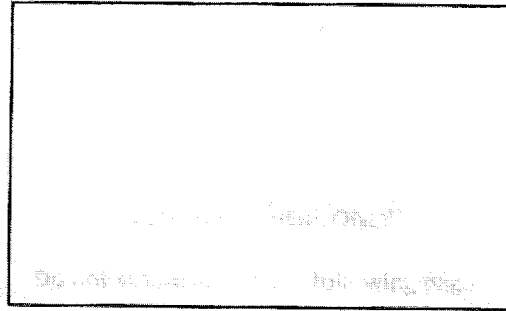
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission -- fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Palmeras Cuban Store

Name of Person Being Fingerprinted: Jesus Ramos Uanera

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/29/2021

Location where fingerprints were taken: Columbus Police Department.

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

JRU

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

UNITED STATES OF AMERICA
PERMANENT RESIDENT



Surname
RAMOS LLAMERA

Given Name
JESUS

USCIS#
168-788-566

Category
CU6

Country of Birth
Cuba

Date of Birth
[REDACTED]

Sex
M

Card Expires:
08/18/39

Resident Since:
05/06/00

PAYPORT

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

4600 Innovation Drive

Lincoln NE 68521

(402)479-4971

nsp.criminalident@nebraska.gov

OTC Local Ref ID: 70286750

5/16/2022 12:34 AM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: **ANA C VILLEGAS**
Type: **Visa**
Credit Card Number: ****** * 4415**

Items	Quantity	TPE Order ID	Total Amount
Controlled Substance- APRN, MD, DDS, VMD, PA	1	70686692	\$45.25
Applicant Name: ANA C VILLEGAS			
Date of Birth: [REDACTED]			
Last four of Social Security Number: 7812			
Controlled Substance- APRN, MD, DDS, VMD, PA	1	70686692	\$45.25
Applicant Name: JESUSU RAMOS LLAMERA			
Date of Birth: [REDACTED]			
Last four of Social Security Number: 9418			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$90.50
Total Amount Charged			\$92.75

CUBAN SHOP BUSINESS PLAN

PALM TREES CUBAN STORE

ADDRESS 2029 23 DR ST COLUMBUS NE 68601

-- SALES OF INTERNATIONAL AND DOMESTIC BEVERAGES

-- AS BEVERAGES ARE NOT ADDED IN THE STATE OF NEBRASKA AND IN THE POPULARITY OF OUR STAFF

MY STORE IS CHARACTERIZED BY SALES VERY DIRECTED TO CUBANS AND CENTRAL AMERICANS WHERE THEY CAN FIND FOOD AND DRINKS FROM THEIR COUNTRIES

FOR EXAMPLE WE BRING OUR PRODUCTS FROM MIAMI FLORIDA

OUR GOAL IS TO INTRODUCE OUR FLAVORS TO ALL PEOPLE IN OUR NEBRASKA AREA

ALWAYS COMPLYING WITH THE ESTABLISHED LAWS THAT REQUIRE ANY DRINK THAT CONTAINS ALCOHOL

-OUR SALES OF BEVERAGES ARE TO BUY AND CONSUME OUTSIDE THE STORE, WITH IDENTIFICATION AND OF MAJORITY.

THEY ARE CLOSED CONTAINERS LIKE

CUBAN BEERS

CUBAN RUM

CUBAN SPIRITS

THANKS FOR YOUR ATTENTION

ANA C VILLEGAS

SHOP OWNER

MY PHONE NUMBER 4022703431

I APOLOGIZE ANY MISTAKE IN TRANSLATION INTO ENGLISH

#124829
6-15-24

LEASE AGREEMENT

THIS AGREEMENT made this 16 day of June, 2021, by and between **TrilogE Realty, LLC**, a Nebraska limited liability company, hereinafter referred to as "Lessor", and Palmeras LLC. (Ana & Jesus Villegas, 2221 22nd St., Columbus, Nebraska 68601) hereinafter referred to as "Lessee".

- LEASED PREMISES.** Lessor, in consideration of the covenants of the said Lessee hereinafter set forth does by these presence lease to the said Lessee approximately 1,303 sq. ft. of retail space located in the TrilogE retail center building located at the southwest corner of the intersection of Pershing Road and 23rd St. in Columbus, Nebraska, all as more specifically set forth on a copy of the plat attached hereto as Exhibit A and fully incorporated herein by reference, which lease space is known as 2029 23rd St., Columbus, Platte County, Nebraska,
- IMPROVEMENTS.** Prior to the Lessee's occupancy of the leased premises, Lessor made improvements to the premises, the same of which are accepted by Lessee.
- LEASE TERM and OPTION.** The Rent shall commence **June 16, 2021**. The initial lease term shall be for a period of sixty (36) months commencing on the date of occupancy of the leased premises with lease ending **June 15, 2024**.
- RENT and SECURITY DEPOSIT.** In consideration of the leasing of the premises described herein, Lessee hereby agrees to pay Lessor as base, minimum rent for said premises, during the first twelve months of the initial sixty (36) month term of this lease, the sum of \$9.75 per sq. ft, or \$1,058.69 per month. For each succeeding 12 month period thereafter, the base rent will increase at the rate of 2.5%, over the amount paid during the previous 12 month period. All rent will be payable in advance and due on the first day of each month during the term of the lease. Lessee will be allowed to occupy space for tenant improvements and business without payment up until the 19th of July, 2021. The July lease will be prorated beginning July 19th, 2021 for balance of the month. Rent shall then be do on the first day of each month thereafter. A security deposit of \$1,058.69 will be paid at the time of the signing of this lease agreement, as well as the prorated rent for month beginning July 19th, 2021 in the amount of \$443.97. In the event of the termination of this lease, and in the further event that Lessee is not in default of any of the terms of this lease, then Lessee shall be entitled to the return of this deposit amount.
- LESSEE'S ACCEPTANCE OF PROPERTY.** At the commencement of the lease term, Lessee shall accept the building, improvements, and any equipment on or in the leased premises in their existing condition. No representations, statement, warranties, expressed or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property



except as may be contained in this lease. In no event shall the Lessor be liable for any defect in such property or for any limitations on its use except as may be contained in this lease.

6. **REMODLING.** The Lessee shall not have the right, to make any alterations or improvements to the leased premises unless prior to the commencement any such alterations or improvements, the Lessee shall procure the written consent of the Lessor. If consent is given:
 1. No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of the building on the leased property.
 2. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with the Building and Zoning laws, and with all other laws, ordinances, orders, rules, regulations and requirements of all Federal, State and Municipal Governments, and appropriate departments, commissions, boards and officers thereof.
 3. Any alteration, addition, or improvements made by the Lessee shall be made by a contractor chosen by Lessee, but approved by Lessor, and all such alterations, additions or improvements will remain the property of the Lessor.
7. **USE OF LEASED PREMISES.** The Lessee may use and occupy the leased premises for use as a **retail space**. Lessee shall not use nor allow, nor permit the use of said premises for any unlawful, immoral, or objectionable purposes; nor permit anything to be done which will create a fire hazard or nuisance; and comply with all applicable laws, regulations, and directions of governmental authorities. Lessee shall not permit anything to be done in or on the leased property which will in any way violate any governmental laws or regulations.
8. **UTILITIES AND SERVICES.** Lessor shall not be required to furnish Lessee any utilities or services. Lessee shall be responsible for all gas, electricity, telephone, internet, water, sewer, sanitation and any other utilities or services as may be required by Lessee. Lessee shall keep said leased premises free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's negligent act or omission and shall indemnify the Lessor against any liability or damages on such account.
9. **TAXES AND LESSOR'S INSURANCE.** Lessee shall pay to Lessor, as additional rent hereunder, Lessee's share of all real property taxes and assessments (collectively "Taxes") lawfully levied or assessed against Lessor's building of which Lessee's premises are a part thereof and in addition Lessee shall pay Lessee's share of Lessor's cost of carrying liability and property insurance with respect to Lessor's building. Lessor shall deliver to Lessee quarterly, at least thirty (30) days prior to the due date, a bill for the Taxes and for the property insurance due and shall provide Lessee with a copy of the Tax statement and premium due notice received by Lessor. For purposes of this



Agreement, Lessee's percentage portion of the Taxes and insurance shall be based on the ratio of square footage of Lessee's leased space to the square footage of all of Lessor's property.

10. **PERSONAL PROPERTY INSURANCE.** Lessee shall be required to obtain any insurance it deems necessary for its personal property located in and on said leased premises. Additionally, Lessee agrees to provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the devised premises or the adjoining property and passageways not less than single limit coverage in the amount of one million dollars (\$1,000,000.00) and general aggregate coverage of not less than one million dollars (\$1,000,000.00) and shall name Lessor as an additional insured thereon and shall Lessor with a certificate of said insurance.
11. **INDEMNIFICATION.** Lessee will indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability expenses in connection with loss of life, personal injury, and/or damage to property, arising from any act or omission of Lessee, its agents, family, employees, occupants, servants, guests or licensees.
12. **DUTIES OF LESSEE.** The Lessee shall faithfully perform the following duties:
 1. Maintain the occupied and used premises in a clean and safe condition, and upon termination of the residency, place premises in at least as clean a condition, except for ordinary wear and tear, as when the occupancy commenced.
 2. Dispose from the facility, at Lessee's cost, in a location provided by Lessor, all wastes, rubbish and garbage in a clean and safe manner and in accordance with all governmental regulations. Lessee shall be responsible for contracting with a waste disposal company and the supply of dumpster.
 3. Conduct themselves and require other persons on the premises with its consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment or their premises.
13. **MAINTENANCE AND REPAIRS BY LANDLORD.** Lessor shall, at its sole expense, maintain in good condition, and replace as needed, the roof, structural portions and exterior walls of the Leased Premises and the building in which the same are situated, including, but not limited to the foundation, all plumbing outside or under the leased premises, and those matters not specifically required to be maintained by Lessee in paragraph #14 which follows. Lessor will further pay all costs associated with the repair or replacement of the HVAC system which exceeds \$250.00, in one lease year.
14. **LESSEE'S MAINTENANCE AND REPAIRS.** Lessee shall keep the leased Premises including the maintenance of exterior entrances, windows, window glass, doors, door hardware, and appurtenances thereof including electrical, lighting, heating, ventilating and air conditioning system serving the

leased premises, plumbing and plumbing fixtures exclusively serving the leased premises that are within the leased premises in good order and repair, except for any damage or condition due to or caused by reasonable wear and tear, depreciation, obsolescence, fire, tornado, other casualty, any condemning authority, act or omission of Lessor. Lessee shall maintain the HVAC system on a regular maintenance schedule and shall pay all costs associated with the repair of the HVAC system which do not exceed \$250.00 per lease year.

15. **COST OF MAINTENANCE OF COMMON AREAS.** Lessee shall pay, as additional rent, a portion of the Lessor's operating cost for the common facilities of the building being leased, based upon the ratio of the square footage of the leased premises to the total square feet of all the building space leased. Lessor shall deliver to Lessee quarterly, at least thirty (30) days prior to the due date, a bill for the CAM due and shall provide Lessee with a copy of the CAM statement received by Lessor. The term "operating cost" shall mean the cost and expense incurred in operating and maintaining the common facilities actually used or available for use by Lessee and its employees, agents, customers and other invitees including, but not limited to, lot striping, lighting, removal of snow, security, repairs and maintenance. The term "common facilities" shall mean all areas, equipment and services provided by Lessor for the common or joint use and benefit of all Lessees and their employees, agents, customers and other invitees, more specifically, but not limited to parking areas, driveways, loading and unloading docks and rest rooms, if any. For the first year of the lease term the common area maintenance expense of Lessee, shall not exceed \$0.75/sq. ft., and will not exceed a total of \$1.00/sq. ft., during any subsequent year of the original lease term.
16. **NON-COMPLIANCE BY LESSEE.** In the event of the Lessee's non-compliance with any provision of this lease, the Lessor will give written notice to the Lessee specifying the acts and omissions constituting the breach and that the lease agreement will terminate on a date not less than thirty (30) days after receipt of the notice if the breach is not remedied in fourteen (14) days and the rental agreement will then terminate as provided in that notice. In any event, the Lessor may terminate the lease agreement if rent is unpaid when due and the Lessee fails to pay rent within ten (10) days after written notice by the Lessor of non-payment and their intentions to terminate the lease agreement if the rent is not paid within that period of time. All notices to Lessee shall be sent by registered or certified mail, postage prepaid, or by overnight mail to: Ana & Jesus Villegas, 2221 22nd St., Columbus, Nebraska 68601.
17. **ENTRY TO PREMISES.** The Lessor may, after giving Lessee 24 hour notice at a time that is acceptable to Lessee, enter onto the premises in order to inspect the premises, or exhibit the premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors. This notice provision applies only under non-emergency conditions.



18. **ASSIGNMENT AND SUBLETTING.** The Lessee is not permitted to assign this lease or any interest thereon or let or sub-let the said leased premises without the prior consent of Lessor, which consent shall not be unreasonably withheld. In the event that Lessor allows the assignment or subletting of this lease agreement, Lessee shall remain liable for the payment of all rent and for the performance of all of Lessee's obligations under this lease agreement for the remaining then-current term of the lease. In the event of a request for assignment or subletting, Lessee must provide Lessor with information on the proposed assignment or usage and the sub-tenant's financial information. Lessor will respond to Lessee's request with 14 days, either consenting to the request or setting forth Lessor's reasons for denying it. If Lessor fails to respond within 14 days, consent shall be deemed given. Lessor shall not require increased rent or modification of the terms of this lease as a condition to granting consent to an assignment or sublease. Lessor shall not be entitled to any amounts paid by any subtenant to Lessee, in excess of the rents provided for in this lease agreement.
19. **DESTRUCTION OF PREMISES.** In the case of damage by fire or other major casualty to the building on the leased property, without the fault of the Lessee, if the damage is so extensive as to destroy the usefulness of the premises for the purpose for which the premises were leased then, either party to this lease may terminate the lease within thirty (30) days notice of the event which caused such destruction of the leased property. In the event the lease is canceled by either party, the rent shall be apportioned to the time of the damage. In all other cases where the leased property is damaged by fire or other major casualty without the fault of the Lessee, the Lessor shall have the option of repairing the damage and apportioning the rent until the damage has been repaired or to terminate the remaining part of the lease term.
20. **CONDEMNATION.** If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the demised premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were lease then, from that day the Lessee shall have the right either to terminate this lease and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Lessor whether such damages shall be awarded as compensation for reduction in value to the lease-hold or to the fee of the premises herein leased; provided, however, that the Lessor shall not be entitled to any portion of the award made to the Lessee.

PURCHASE RECEIPT

Nebraska Liquor Control Commission
P.O. Box 85046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 70780974
5/31/2022 02:38 PM

Status:

APPROVED

Customer Name:

Jesus LLamera

Type:

Visa

Credit Card Number:

**** * 4050

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	71033814	\$400.00

Applicant Name:: PALMERAS LLC

Trade Name (DBA):: PALMERAS CUBAN STORE

Address:: 2029 23rd St

City:: Columbus

State:: NE

Zip Code:: 68601

Phone Number:: 402-606-3101

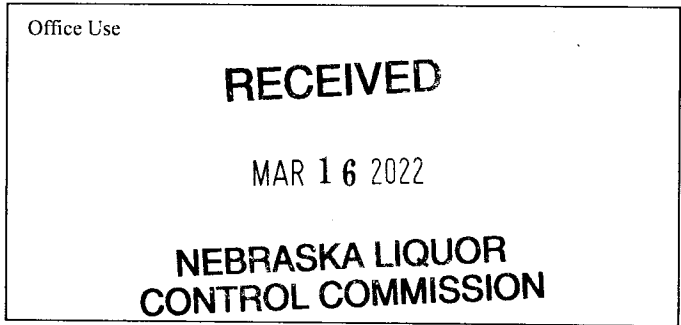
Email Address:: palmerascubanstore@gmail.com

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96

7.A.1. Application of Palmeras Cuban Store for Ana C. Villegas as manager in conjunction with liquor license.

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: PALMERAS, LLC

Premise information

Liquor License Number: N/A Class Type D (if new application leave blank)

Premise Trade Name/DBA: PALMERAS CUBAN STORE

Premise Street Address: 2029 23rd Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-606-3101 +3427

Premise Email address: palmerascubanstore@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: VILLEGAS First Name: ANA MI: C

Home Address: 2221 22nd Street

City: Columbus County: Platte Zip Code: 68601 +

Home Phone Number: 402-270-3431 3317

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: CUBA

Email address: villegasana471@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: RAMOS LLAMERA First Name: JESUS MI: _____

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: CUBA

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Columbus, NE	2009	2021	Columbus, NE	2009	2021
Fremont, NE	2008	2009	Fremont, NE	2008	2009

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2013	CBS-Cargill	YOANTHA	402-352-8200
2009	2011	Taxes Service	MARIA ALVARADO	402-270-3203

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 8/2016 Name on Certificate: ANA C VILLEGAS

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANA C VILLEGAS	08/2016	INFORMATION NOT AVAILABLE

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
ANA C VILLEGAS	2015-2018	BACARDI CLUB-COLUMBUS NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO


PERSONAL OATH AND CONSENT OF INVESTIGATION

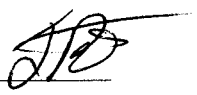
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Ana Villegas 
Signature of Manager Applicant

Jesus Ramos 
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

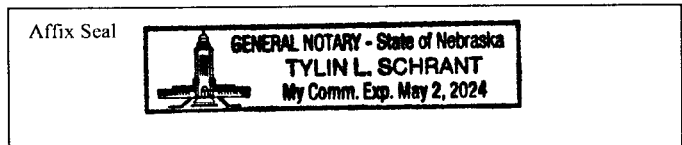
County of Platte

The foregoing instrument was acknowledged before me this

15th day March, 2022
date

by Ana Villegas and Jesus Ramos Lamera
NAME OF PERSON BEING ACKNOWLEDGED

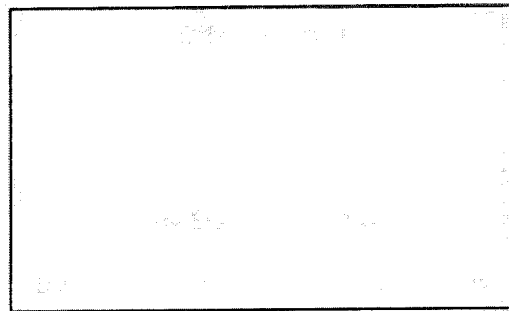
Tylin L Schrant
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol -- CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP -- CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Palmeras Cuban Store.

Name of Person Being Fingerprinted: ANA C. Villegas

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/29/2021

Location where fingerprints were taken: Columbus Police Department.

How was payment made to NSP?

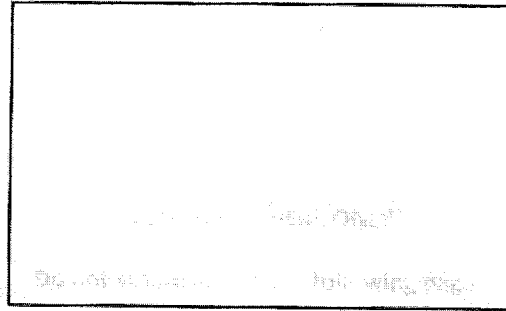
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission -- fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Palmeras Cuban Store

Name of Person Being Fingerprinted: Jesus Ramos Uanera

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 10/29/2021

Location where fingerprints were taken: Columbus Police Department.

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

JRU

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

UNITED STATES OF AMERICA
PERMANENT RESIDENT



Surname
RAMOS LLAMERA

Given Name
JESUS

USCIS#
168-788-566

Country of Birth
Cuba

Date of Birth
[REDACTED]

Card Expires:
08/18/39

Resident Since:
05/06/00

Category
CU6

Sex
M

7.B. Public hearing - Application of Ferguson Properties, Inc. and Brian T. Insuiger for special use permit to allow building coverage to be increased from 40 percent to 50 percent in an "R-2" (Two-Family Residential District) zone in vicinity of 25 Avenue and 38 Street. (Planning Commission recommends approval.)

**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, June 20, 2022, at 7 p.m. on the application for a Special Use Permit to allow the building coverage to be increased from 40 percent to 50 percent on the following described real estate in an "R-2" (Two-Family Residential District) zone: Lots 10 and 11, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska, (vicinity of 25 Avenue and 38 Street) and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NEBRASKA

Janelle Kline, City Clerk

Publish: 06:09:22

Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 06/07/2022
FROM: Building and Engineering Departments
TO: City Administrator Tara Vasicek
RE: Special Use Permit to allow increased building coverage in an R-2 zone

RECOMMENDATION:

Recommend approval of the Special Use Permit to allow building coverage to be increased from 40 percent to 50 percent in an R-2 zone in the vicinity of 25 Avenue and 38 Street. This area has been developed for townhomes and the increase in building coverage is permitted with Special Use Permit approval.

DISCUSSION:

An application was received for a Special Use Permit to allow building coverage to be increased from 40 percent to 50 percent in an R-2 zone.

FISCAL IMPACT:

None


ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: Andrew J. Woehrer

By: Richard J. Bogus

Approved By: 

SPECIAL USE PERMIT APPLICATION

An application for a Special Use Permit may be filed with the Community Development Director's Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: Ferguson Properties, Inc. and Brian T. Insuiger

APPLICANT MAILING ADDRESS: 3154 18th Ave., Suite #9

APPLICANT PHONE NUMBER: 402-910-3228

APPLICANT EMAIL ADDRESS: jpferg@frontier.com

LEGAL REPRESENTATION FIRM/ATTORNEY: Clark J. Grant

ATTORNEY PHONE NUMBER: 402-564-3274

ATTORNEY E-MAIL ADDRESS: clark@grantattorney.com

ADDRESS OF PROPERTY: 2411 38th Street, Columbus, NE and Lots to the east

LEGAL DESCRIPTION OF PROPERTY:

Lots 10 and 11. Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska. (To become Lot 1 through 4, Deerfield Park Townhouse First Subdivision, a Minor Subdivision to the City of Columbus, Platte County, Nebraska)

PRESENT ZONING CLASSIFICATION: R-2 (Two-Family Residential)

DESCRIPTION OF THE REASON FOR THE SPECIAL USE PERMIT APPLICATION:

To increase the maximum building coverage from 40% to 50%

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

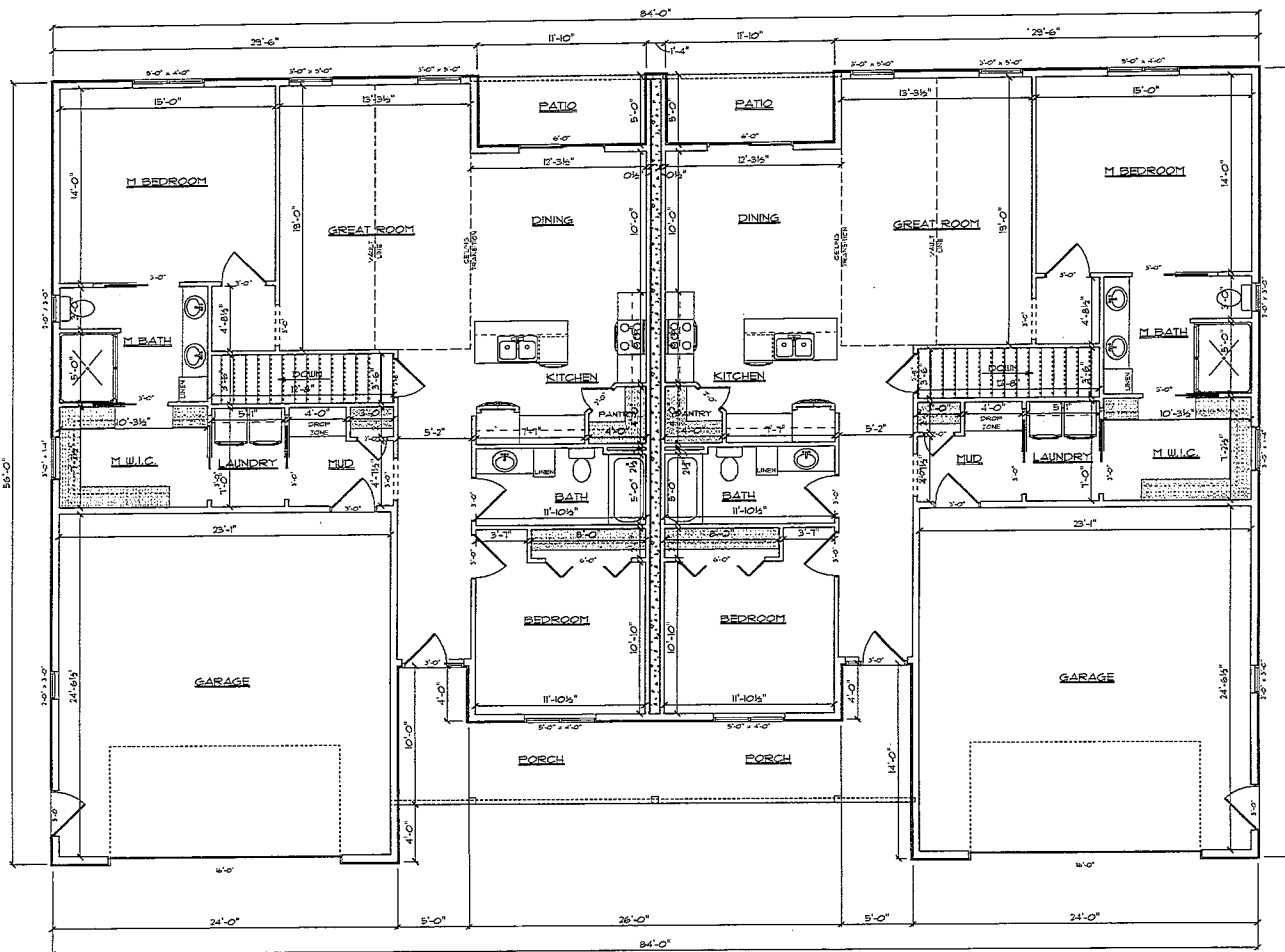
See attached building plans and Plat.

I hereby apply for a Special Use Permit and have paid the \$500 application fee.

DATED THIS 16 DAY OF May, 2022



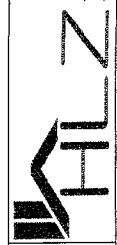
Owner or Owner's Representative



MAIN FLOOR PLAN
NOTE: 9'-0" CEILING UNLESS NOTED

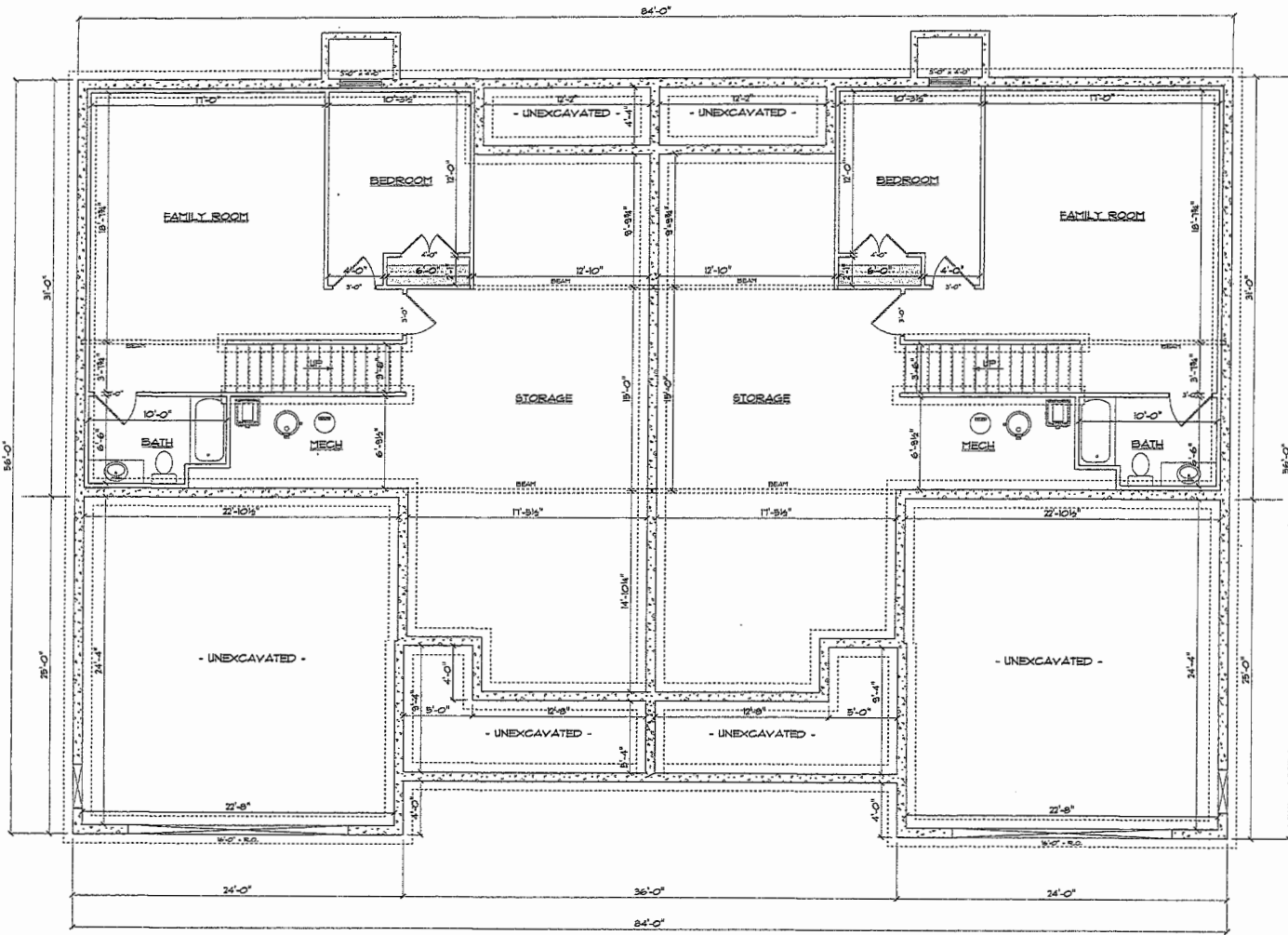
AREA SCHEDULE	
NAME	AREA
DWELLING UNIT	1171 S.F.
Garage Area	277.1 S.F.

HLZ designs
COLUMBUS, NE 68601
HLZdesigns@outlook.com
402-370-9303



THESE DRAWINGS, PROPERTY OF HLZ DESIGNS, CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES OR STRUCTURAL REQUIREMENTS. SITE CONDITIONS AND ALL INFORMATION OBTAINED FROM THESE DRAWINGS ARE ASSUMED TO BE CORRECT. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

FERGUSON TOWNHOUSE 2
-(-)- BUILDERS



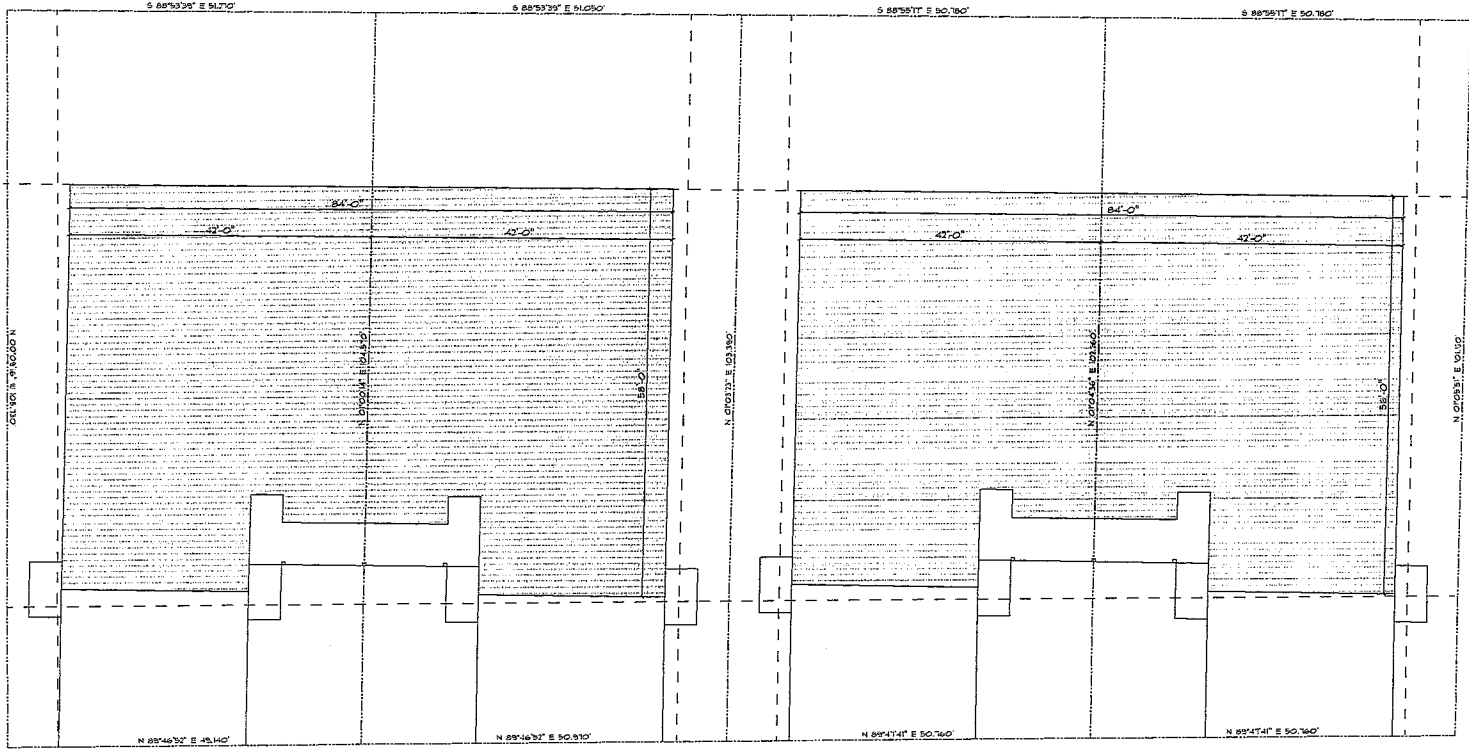
FOUNDATION PLAN
 NOTE: 9'-0" CEILINGS UNLESS NOTED

THESE DRAWINGS ARE PROPERTY OF HLZ DESIGN. CREATED FOR THE EXCLUSIVE USE OF THE CLIENT. NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF HLZ DESIGN, ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS IS STRICTLY PROHIBITED. ANY REPRODUCTION OR TRANSMISSION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF HLZ DESIGN SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO HLZ DESIGN.



HLZ design
 COLUMBUS, NE 68601
 HLZdesign@outlook.com
 402-370-8393

FERGUSON TOWNHOUSE 2
 A&A BUILDERS

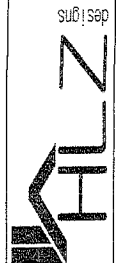


THESE DRAWINGS PROPERTY OF HLZ DESIGNS CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, REGULATIONS, ORDINANCES, PERMITS AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

FERGUSON TOWNHOUSE 2
 -4- BUILDERS

DATE	1/27/2023
BY	HLZ
CHECKED	HLZ
APPROVED	HLZ

HLZ designs
 COLUMBUS, NE 68901
 HLZdesigns@outlook.com
 402.370.8803



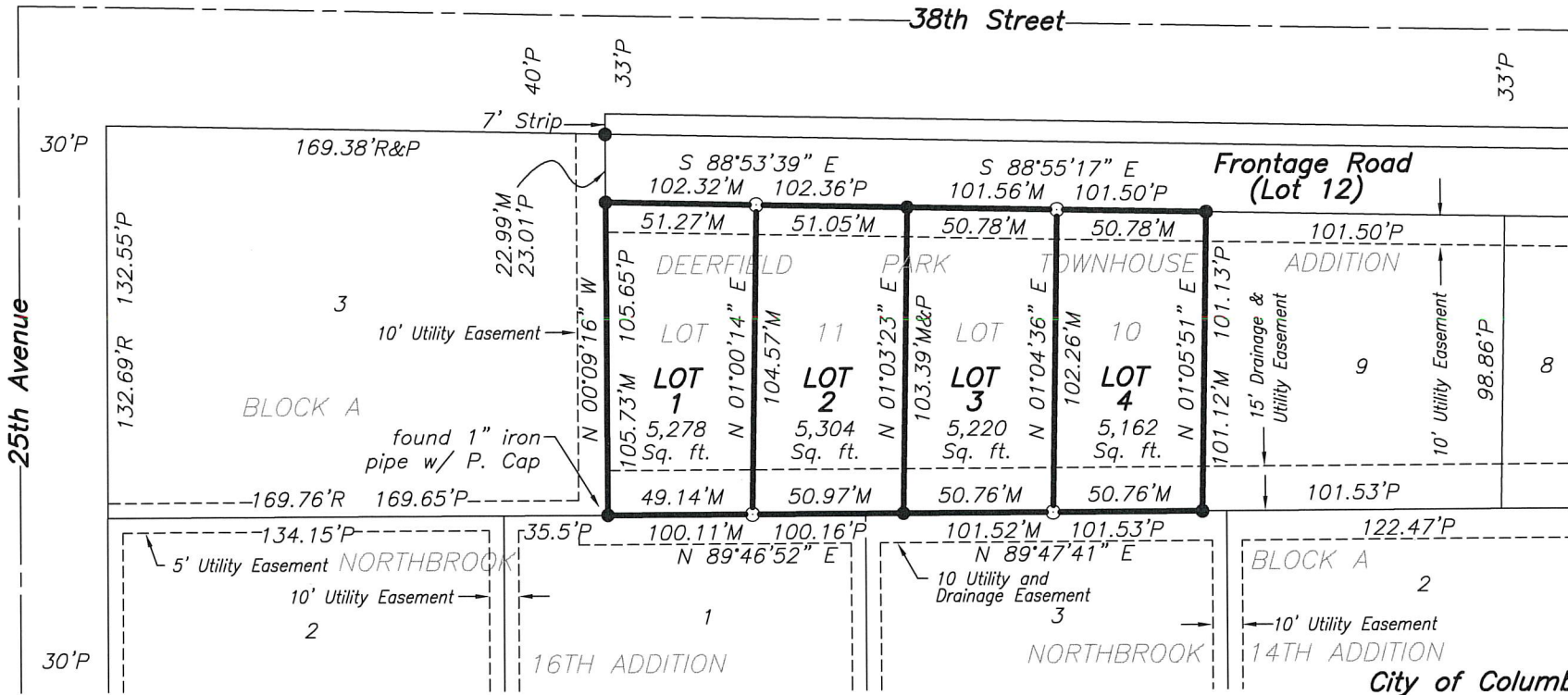
Present and Proposed Zoning: R2
 FIRM: Zone X, Map Number: 31141C0330E
 Effective Date: April 19, 2010

DEERFIELD PARK TOWNHOUSE FIRST SUBDIVISION

a Minor Subdivision of Lots 10 and 11, Deerfield Park Townhouse Addition,
 to the City of Columbus, Platte County, Nebraska.

Owner:
 Ferguson Properties Inc.
 3154 18th Avenue #9
 Columbus, NE 68601
 (402) 563-0199

Surveyor:
 Tremel Surveying Inc.
 #1 Driftwood Drive
 Columbus, NE 68601



-Legend-

- Found 5/8" rebar w/ P. Cap recorded by J.V. Berry, L.S. #535 (Unless Otherwise Noted)
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- M Measured this Survey
- R Recorded Measurement J.V. Berry, L.S. #535
- P Plat Measurement



Note: All Bearings are referenced from True North observed at the Northeast Corner, Section 36, T17N, R1W.

Description:

Lots 10 and 11, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska containing 0.48 acres more or less.

Surveyor's Statement:

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
 Thomas A. Tremel, L.S. #455
 December 30, 2021



City of Columbus Approval:

This Plat of Deerfield Park Townhouse First Subdivision, a Minor Subdivision of Lots 10 and 11, Deerfield Park Townhouse Addition to the City of Columbus, Platte County, Nebraska, approved by the City of Columbus,

this ____ day of _____, _____.

 City Administrator

 City Clerk

DEERFIELD PARK TOWNHOUSE FIRST SUBD. A MINOR SUBDIVISION			
MGT DRAWN	MGT SURVEYED	DATE 12/30/2021	
			No. 1 Driftwood Drive - Columbus, NE 68601 Phone (402) 563-4589 - Fax (402) 563-3922

7.B.1. Ordinance No. 22-11 approving special use permit.

ORDINANCE NO. 22-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW A MAXIMUM OF 50% BUILDING COVERAGE IN AN “R-2” (TWO-FAMILY RESIDENTIAL DISTRICT) ZONE, ON THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 10 AND 11, DEERFIELD PARK TOWNHOUSE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of considering the issuance of a Special Use Permit allow a maximum of 50% building coverage in an “R-2” (Two-Family Residential District) Zone on the following described real estate, to-wit:

Lots 10 and 11, Deerfield Park Townhouse Addition to the City of Columbus,
Platte County, Nebraska,

which is in an “R-2” (Two-Family Residential District) zone.

WHEREAS, the planning commission and the mayor and city council have held separate public hearings, and in consideration of the evidence and the premises hereby find and determine that the issuance of said Special Use Permit 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 a Special Use Permit has been issued to allow a maximum of 50% building coverage in an “R-2” (Two-Family Residential District) Zone and continued use as a residential property on the following-described real estate, to-wit:

Lots 10 and 11, Deerfield Park Townhouse Addition to the City of Columbus,
Platte County, Nebraska,

which is in an “R-2” (Two-Family Residential District) zone.

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 office of the city clerk.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application of Columbus Community Hospital, Inc. to rezone property located at 3912 38 Street from "UC" (Urban Commercial District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission continued this public hearing to July 11, 2022, at 7 p.m.)



June 13, 2022

RE: Rezoning of Lot 1, Discoverer Third Subdivision

Dear Planning Commission Members and City Council Members:

We were scheduled to attend hearings with the PC and CC on June 13th and June 20th, respectively, regarding the Hospital's request to rezone the Wellness Center/Fieldhouse lot. However, we did not meet the requirement to notify owners within 300 feet of our property of this occurrence within the 10-day notice period. Therefore, at this time we are asking for a continuation of both meetings to July.

If possible and granted, we will satisfy the rezoning requirements in the next few weeks and would be available for the PC and CC meetings on July 11th and July 18th, respectively.

We appreciate your consideration of this request and look forward to visiting with you in July.

Should you have any questions please do not hesitate to call. I can be reached at (402) 562-3353.

Sincerely,

Scott E. Messersmith
VP of Operations

P. O. B o x 1 8 0 0 □ C o l u m b u s , N e b
r a s k a 6 8 6 0 2 - 1 8 0 0 □ P h : 4 0 2 -
5 6 4 - 7 1 1 8

**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, June 20, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone Lot 1, Discoverer Third Subdivision, to the City of Columbus, Platte County, Nebraska (3912 38 Street) from "UC" (Urban Commercial 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.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish: 06:09:22
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 06/07/2022
FROM: Building and Engineering Departments
TO: City Administrator Tara Vasicek
RE: Columbus Community Hospital rezoning from UC to B-2 to allow for proposed building height.

RECOMMENDATION:

Recommend approval of the rezoning from "UC" (Urban Commercial District) to "B-2" (General Commercial District) and amend the Future Land Use Map, as it is amenable with the Unified Land Development Ordinance and compatible with adjacent zoning to the west.

DISCUSSION:

An application was received to rezone from UC to B-2. The purpose of the rezoning is to allow for proposed building height on the proposed expansion of the existing YMCA wellness center including an indoor soccer field and athletic training facility. B-2 zoning allows the height needed for the Fieldhouse.

FISCAL IMPACT:

None


ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: Andrew J. Woehrer

By: Richard J. Bogus

Approved By: 

LOST CREEK PARKWAY

R-R
SP.08-18

R-R

B-2

UC

O
SP18-02

UC

41ST AVE.

DISCOVERER DRIVE

UC

38TH AVE.

40TH ST.

DISCOVERER DRIVE

R-R

B-2

38TH STREET

B-2

UC

39TH AVE.

UC

UC

AVE.

37TH ST.

H AVE.

H AVE.

B-2

AVE.

AVE.

REZONING APPLICATION

An application for a rezoning may be filed with the Community Development Director's Office. Any such application will not be deemed submitted until all of the stated information is included. It is the responsibility of the applicant to provide all of the requested information. Incomplete applications WILL NOT be placed on the Planning Commission Agenda until all such missing information is provided. Such completed application shall be submitted to the Community Development Director's Office at least 21 calendar days (including holidays) before the Planning Commission meeting at which time the public hearing on the application will be held.

APPLICANT/PROPERTY OWNER NAME: _____

APPLICANT MAILING ADDRESS: _____

APPLICANT PHONE NUMBER: _____

APPLICANT EMAIL ADDRESS: _____

ATTORNEY/FIRM: _____

ATTORNEY PHONE NUMBER: _____

ATTORNEY E-MAIL ADDRESS: _____

ADDRESS OF PROPERTY TO BE REZONED: _____

LEGAL DESCRIPTION OF PROPERTY:

PRESENT ZONING CLASSIFICATION: _____

REQUESTED ZONING CLASSIFICATION: _____

DESCRIPTION OF THE REASON FOR THE REZONING APPLICATION:

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

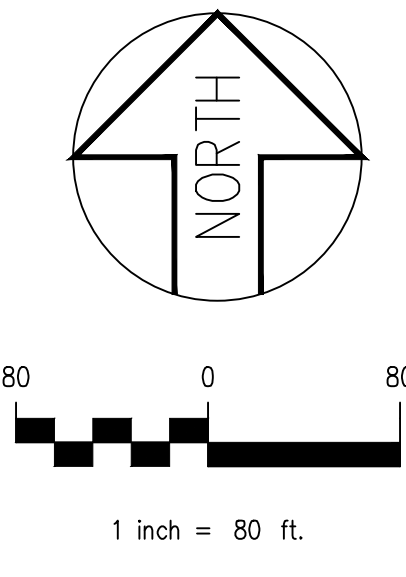
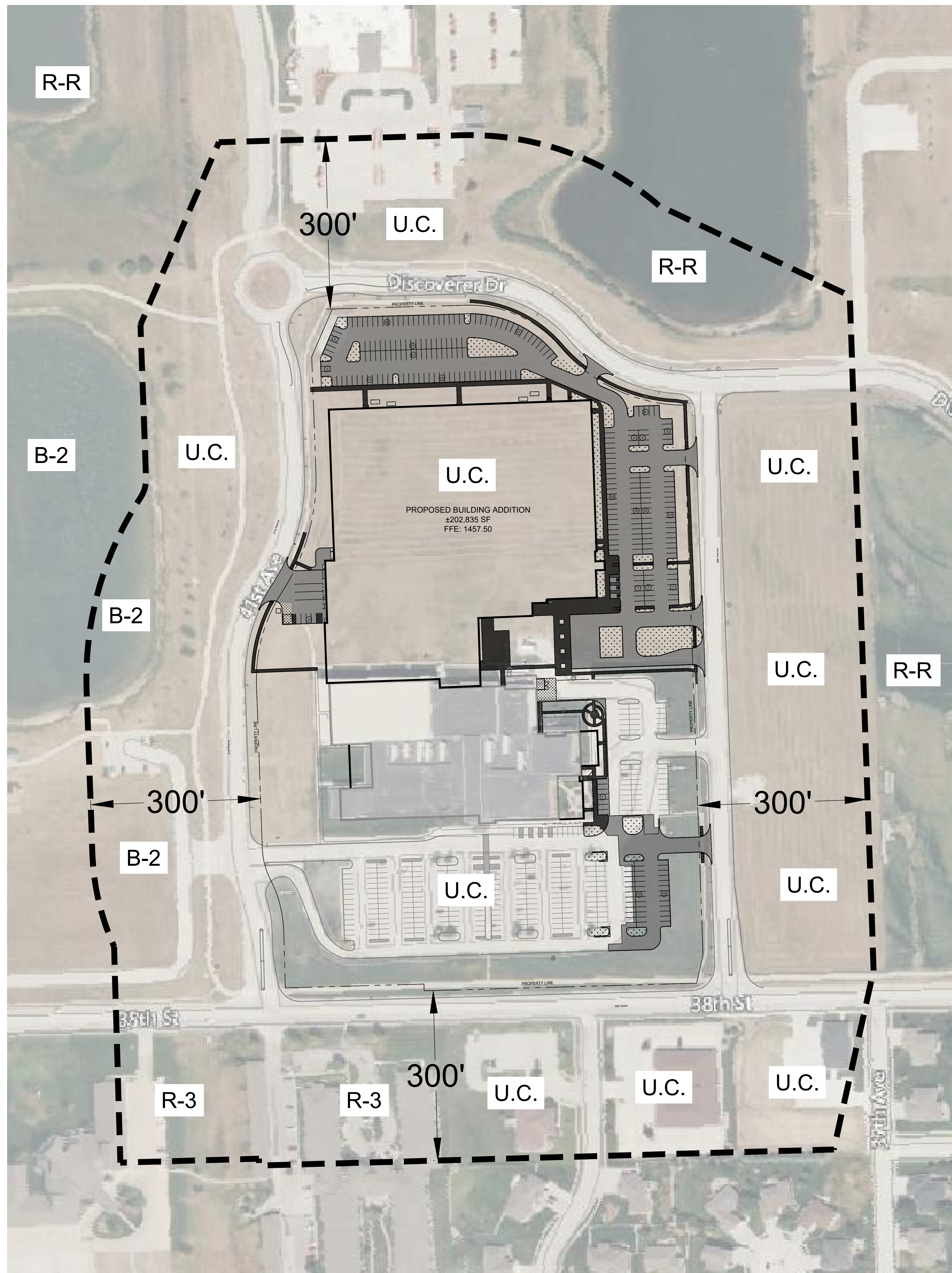
I hereby apply for a Rezoning Application and have paid the \$500 application fee.

DATED THIS _____ DAY OF _____, _____.



Owner or Owner's Representative

LISTED DRAWING SCALE(S) UNLESS INDICATED OTHERWISE FROM ORIGINAL 30" x 42" FORMAT
 8/20/2021 9:35:33 AM
 BIM 360://CCH/Fairview/0718001/Columbus Hospital - 2021

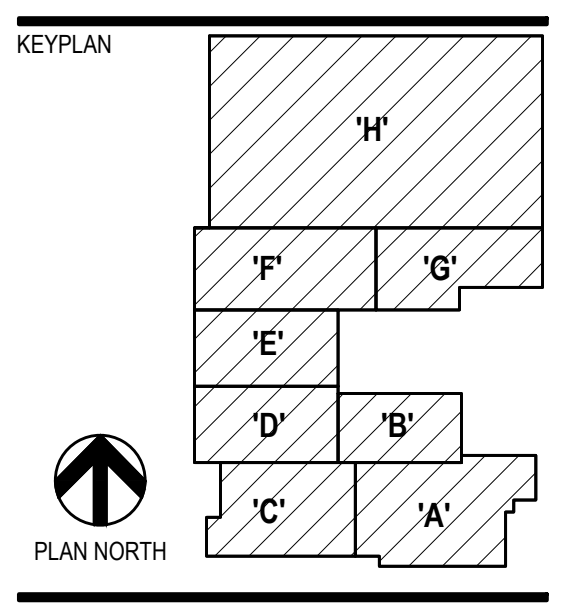


ZONING NOTES
 ZONED: UC (URBAN COMMERCIAL)
 PROPOSED USE: COMMERCIAL RECREATIONAL (PERMITTED)
 PROPOSED RE-ZONE TO: B-2
 SURROUNDING ZONES CALLED OUT ON PLAN VIEW.

ARCHITECT OF RECORD:
TSP Architecture
 Engineering
 Planning
 TSP, Inc.
 3906 Farnam Street
 Omaha, NE 68131
 (402) 493-8997
 www.teamtsp.com

DESIGN ARCHITECT:
Kahler Slater

CONSULTANTS



PROJECT TITLE
COLUMBUS
 COMMUNITY HOSPITAL
 COLUMBUS
 COMMUNITY HOSPITAL
 FIELDHOUSE &
 WELLNESS CENTER
 ADDITION
 3912 38th Street,
 COLUMBUS, NEBRASKA 68601

ISSUES
IN PROGRESS
NOT FOR CONSTRUCTION

ISSUE DATE	DATE	DESCRIPTION
5/19/2022		CWS
21-2020		SMB

SHEET TITLE
SITE LAYOUT - RE-ZONING EXHIBIT

SHEET NUMBER
C1.0

BID PACKAGE 2



7.D. Public hearing - Application of Hornbacher House Moving, Inc., on behalf of Nick Larson, to move house from 3920 20 Street to 2416 5 Street. (Planning Commission recommends approval.)

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, June 20, 2022, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application for a permit to move a house from 3920 20 Street to 2416 5 Street on July 1, 2022, at 10 a.m. and at said time and place you may appear and be heard. Moving route is from 3920 20 Street to 19 Street, east to Gruenther Drive, north to 20 Street, east to 23 Avenue, south to 8 Street, west to 25 Avenue, south to 2416 5 Street.

CITY OF COLUMBUS, NEBRASKA
Janelle Kline, City Clerk

Publish: 06:09:22
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: 06/07/2022
FROM: Building and Engineering Departments
TO: City Administrator Tara Vasicek
RE: Hornbacher House Moving to move house from 3920 20 Street to 2416 5 Street for Nick Larson/St. Isidore Church.

RECOMMENDATION:

Approve request - Recommend approval of the permit to move a house from 3920 20 Street to 2416 5 Street. The house has been inspected and is suitable for moving. The house will be updated including egress windows, smoke detectors, plumbing, and electrical.

DISCUSSION:

An application has been received from Hornbacher House Moving to move a house from 3920 20 Street to 2416 5 Street.

FISCAL IMPACT:

None


ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: Andrew J. Woehrer

By: Richard J. Bogus

Approved By: 

CITY OF COLUMBUS
APPLICATION FOR BUILDING MOVING

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

BUILDING MOVER AND EQUIPMENT

NAME Hornbacher House Moving, Inc.
ADDRESS 1212 Road 15
CITY York, STATE NE ZIP 68467
TELEPHONE (402) 362-6262 Cell (402) 362-9162
LICENSED YES NO INSURED: X YES NO
(Per Section 114.05 of Columbus City Code)
TYPE OF EQUIPMENT TO BE USED IN MOVING: Dollies

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

BUILDING TO BE MOVED

DESCRIPTION OF THE BUILDING: Frame House
CURRENT ADDRESS OF BUILDING: 3920 20th Street
CURRENT LEGAL DESCRIPTION: LOT NO. BLOCK NO.
ADDITION/SUBDIVISION
FLOOR AREA (Sq. Feet) 998 Sq. Ft.

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

LOCATION TO BE MOVED TO

ADDRESS: 2416 5th Street
LEGAL DESCRIPTION: LOT NO. 6 BLOCK NO. 197 ADDITION/SUBDIVISION Original
LOT SIZE: 66 X 13.2 = 871.2 SQUARE FEET
NUMBER OF STORIES WHEN COMPLETED: 1

PROPOSED USE OF THE BUILDING AT THE NEW SITE: Residence

BUILDING OWNER

NAME Nick Larson
ADDRESS 81 Cottonwood Drive
CITY Columbus STATE NE ZIP 68601
TELEPHONE (402) 304-2245

MOVING DATE Sept 1

DATE: May 30, 2022 TIME WHICH THE BUILDING WILL BE MOVED: 10:00 A.M.

LENGTH OF TIME REQUIRED FOR MOVING: 4 Hours

ROUTE (Attach map):

HEIGHT & WIDTH

HEIGHT (When Loaded): 17' FEET 6" INCHES

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

WIDTH (Including any overhang or extension): 28' FEET 9" INCHES

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

In addition, the following documents must accompany this application:

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

NOTICE OF MOVING ROUTE

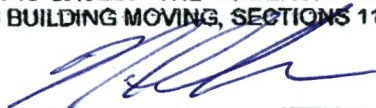
- (A) Prior to the actual move of a building, the applicant for such moving permit shall provide Notice of the Move by publication in a daily newspaper having a general circulation in the City in a form as provided for in the Permit Application. The Notice shall be published at least seven (7) days before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

INDEMNIFICATION AND HOLD HARMLESS

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

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

DATE 5-19-22


OWNER OF BUILDING (Signature Required)

FEES _____

Dale Hornbacher
BUILDING MOVER (Signature Required)

RECEIPT NO. _____

BUILDING INSPECTION

BUILDING INSPECTED BY: Ken J... 5-19-22

CONDITION SATISFACTORY FOR MOVING: YES R3 NO _____

BUILDING INSPECTOR

PLANNING COMMISSION APPROVED _____ DENIED _____ DATE _____

CITY COUNCIL APPROVED _____ DENIED _____ DATE _____

PERMIT NO. _____ ISSUED _____

WORK COMPLETED DATE: _____

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

NOTIFICATIONS AS REQUIRED

NOTIFICATION ACKNOWLEDGED BY:	DATE
TELEPHONE: <u>Don [Signature]</u>	<u>5-8-22</u>
ELECTRICAL: <u>Salvy Cooper</u>	<u>5-3-22</u>
CABLE TV: <u>[Signature]</u>	<u>5-11-22</u>
NATURAL GAS: <u>[Signature]</u>	<u>4-29-22</u>
POLICE DEPARTMENT: <u>[Signature]</u>	<u>5-18-22</u>
STREET DEPARTMENT: <u>[Signature]</u>	<u>4-29-22</u>
FIRE DEPARTMENT: <u>[Signature]</u>	<u>4-29-22</u>
COUNTY HIGHWAY DEPARTMENT IF APPLICABLE:	
RAILROAD OR OTHER UTILITY THAT HAS LINES CROSSING THE PROPOSED ROUTE:	
<u>A110 [Signature]</u>	<u>05/13/22</u>
<u>UP # 221370282</u>	
COUNTY SHERIFF DEPARTMENT <u>[Signature]</u>	

REQUIRED HEARING NOTICE AND PUBLICATION

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

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

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

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

Nebraska Tree Works will trim any necessary
tree branches for the house moving
From 3920 20th St to 5th St and 25th Ave So
as to not damage the tree.

Barley C. Johnson

Starting at 3920 20th Street travel across St Isidore's parking lot and onto 19th Street. Travel east on 19th Street to Gruenther Drive, turn north on Gruenther Drive to 20th Street, turn east on 20th Street crossing 33rd Avenue and continuing to 23rd Avenue. Turn south on 23rd Avenue to 8th Street, turn west on 8th Street to 25th Avenue, turn south on 25th Avenue to 5th Street, ending at 2416 5th Street.

4/27/22 4:00 P.M.

2055 40th Ave

START

3920 20th St.

NORTH

2055 40th Ave
Columbus, NE
68601

Jump
Island
OK

School

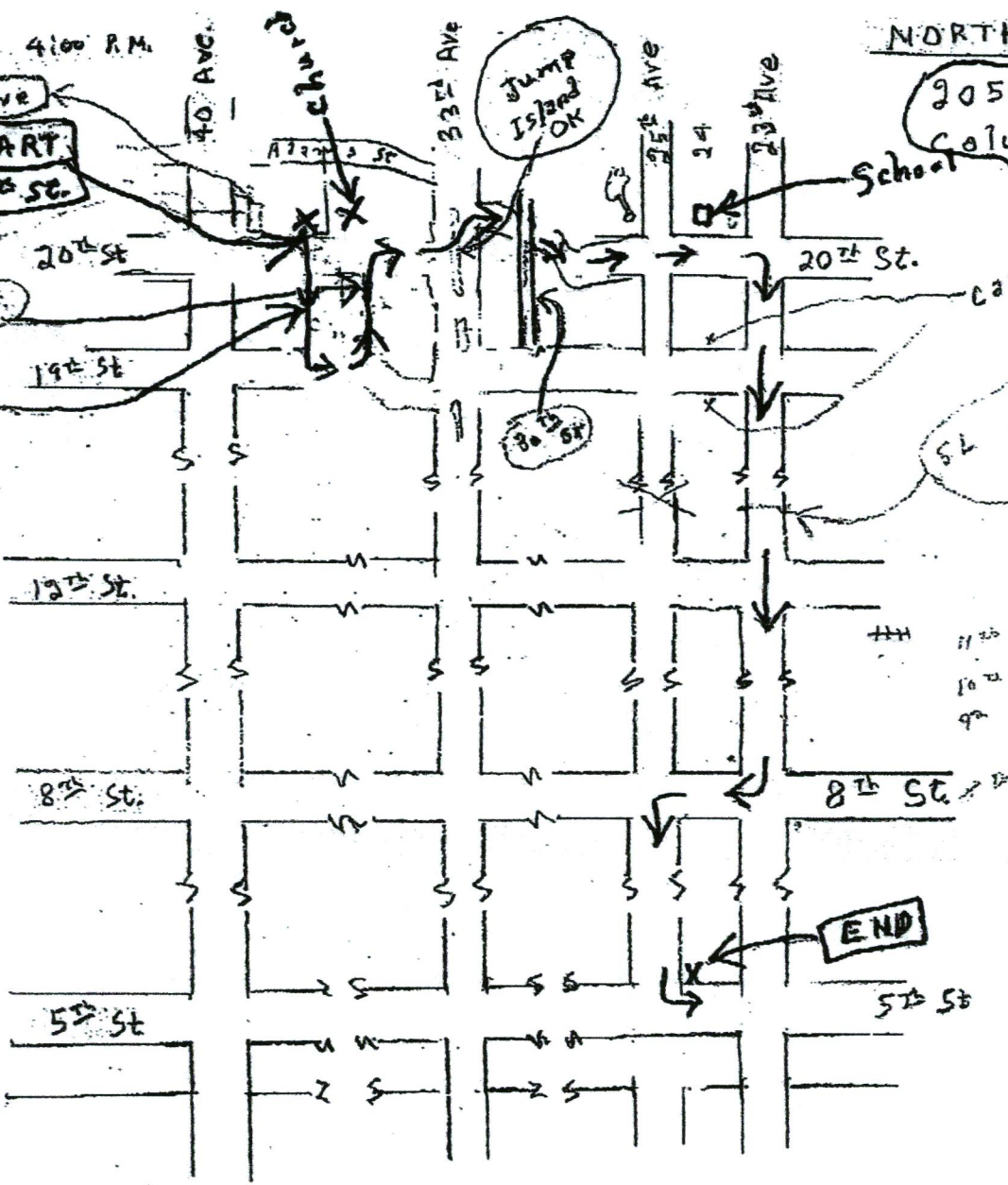
Cars
parked

18th St
Guthrie St.

Cross ch
park lot

30th St

5th St



Nick Larson (402) 304-2245

81 Cottonwood Dr. Columbus. 68601

22-41

city of Columbus Street Map

START: 3920 20th St.

END : 5th St. & 25th Ave.

8. PETITIONS AND COMMUNICATIONS

8.A. Request of Keith Riley to discuss Industrial Site Fire Protection invoice.



The City of **Columbus**

CITY CLERK'S OFFICE

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

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please complete the information below and submit to the City Clerk's office. The item will be reviewed and forwarded to city staff for appropriate action or scheduled for a future meeting of the City Council if necessary. You will be notified of the staff recommendation or action taken on your request or when the item will be presented to the City Council for consideration.

Name: Kenn Riten

Address: 164 Leavitt 6th Ave
Columbus NE 68601

Telephone Number: 402-563-4819

Email Address: vileykenn59@gmail.com

Date of Request: 05/23/2022

Description of Requested Topic: (Please be as specific as possible and use additional sheets of paper if needed.)

Invoice for "Industrial Site Fire Protection". I have
never received an invoice for this supposed city
service before and do not believe the city has
the right to send me an invoice without prior
notice. I'd like a chance to discuss with the
City Administrator, Mayor & City Council.

For Administrative Purposes Only:	
Date Request Received:	_____
Action Taken:	_____
Follow-Up Needed:	_____



From: [Vasicek, Tara](#)
To: rileykeith59@gmail.com
Cc: [Kline, Janelle](#); [Bulkley, Jim](#)
Subject: Keith Riley Topic for Consideration Form - Industrial Tract
Date: Monday, May 23, 2022 3:23:34 PM
Attachments: [CC 03-21-21.pdf](#)
[Proposed Fees-Fire Protection-Cty Ind Sites.pdf](#)
[City Council Request-K Riley.pdf](#)
[Industrial Fire Fee Letter Riley.pdf](#)

Mr. Riley,

I have received your request for consideration for City Council agenda regarding the industrial tract fire fee.

I wanted to provide you with some background information. If after reading all of the attached, you would like to meet with me or be added to the City Council agenda, let me know.

In March of 2021 the City Council Finance, Judiciary and Personnel committee recommended to the Mayor and City Council that all parcels designated as industrial tracts pay a fire protection fee. A memo to that committee and the minutes of the City Council meeting approving the same are attached here.

The attached letter was mailed to all tract owners after the council took the referenced action in 2021. All tract owners were given 1 year advance notice of the fee to be imposed beginning in 2022 for all the remaining industrial tracts who have not paid the fee in the past.

Additionally, LB983 was passed this year. It clarifies some of the regulations which govern industrial tracts and specifically excludes those properties which are used for personal storage. The forms you remitted earlier this month indicate that you do use your properties, which are located in industrial areas, for personal storage.

Tara Vasicek

City Administrator | City of Columbus, NE
Office: (402) 562-4233 | tara.vasicek@columbusne.us

*When you focus YOUR ENERGY on what you are able to GIVE AND CREATE
rather than what you RECEIVE, you truly are serving.*

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

10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - March 9, 2021

10.B.1. Proposed fees for use of athletic fields. (Park Board recommends amending the proposed fees by removing all fees for use of soccer fields.) The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that the proposed fees be amended to remove all fees for use of soccer fields. Augustine-Schulte referred to discussions at the Public Finance, Judiciary, and Personnel Committee meeting pointing out that communication has been a struggle between athletic organizations and the city and encouraged organizations to include Park and Recreation Coordinator Betsy Eckhardt on all communications. The report was adopted with a motion by Hiemer and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

10.B.2. Proposed fees for fire protection of County Industrial tracts. The Public Finance, Judiciary, and Personnel Committee recommended to the mayor and council that staff be authorized to proceed with notification to parcel owners in the industrial tract with regard to a fee for fire protection to commence in 2022. Vasicek explained that currently there is one district in the industrial tract that has been paying for fire protection and she is proposing that all districts be billed for the service. She said the fees would go into effect in 2022 and a notification would be sent to the property owners in advance. It was noted that in 2020, over 45 emergency calls were made to the districts that have not been billed for the service. The report 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".

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application of M&M Hanson Properties, LLC for preliminary plat of Sunside 2nd Subdivision (east of Kozy Drive, south of Keene Drive, and south of Johannes Additions). (Planning Commission recommends approval.) The preliminary plat of Sunside 2nd Subdivision was approved 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.B. Purchase of community service technician vehicle from Mike's Auto Sales & Service in the amount of \$16,995 with trade-in for police department. The purchase of a vehicle from Mike's Auto Sales & Service was approved 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".

13.C. Purchase of pickup through Nebraska state bid contract in the amount of \$39,877 for park department. The purchase of a pickup through the Nebraska state bid contract was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.D. Appointment of Rachel Lade as police officer. Augustine-Schulte read a brief resume and the mayor's appointment of Rachel Lade as police officer was ratified 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". Sherer introduced Lade and she thanked the mayor and city council for the appointment.

13.E. Comments from mayor and city council members. Bahr thanked everyone who donated to the recent fundraising event for Paws and Claws Adoption



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: March 4, 2021
TO: Public Finance Committee Members
FROM: Tara Vasicek, City Administrator *TAV*
RE: Fire Fee for Industrial Tracts

RECOMMENDATION:

Recommend authorizing City staff to proceed with notification to parcel owners of Fire Fee for Industrial tracts and fee beginning May 2022.

DISCUSSION:

Nebraska State Statute 13-1111 to 13-1120 authorized the creation and terms of use for County Industrial Tracts. There are currently 14 County Industrials Tracts within the City of Columbus's Jurisdiction. Neb. Rev. Stat. § 13-1117 requires that the owners of such designated areas shall provide at their expense for fire protection.

Currently one of the 14 industrial tracts pays a fire fee annually. The other 13 areas have never been billed the same fee. The City provides the same fire and rescue service to all of the 14 areas. I believe all 14 areas should be equally contributing. The City's expense for providing Fire and Rescue Services this fiscal year is over \$3,300,000. The revenue generated from the 1 industrial tract currently paying the fee is \$41,000. If the City chooses to assess a fire fee to the all industrial tracts equitably, the estimated revenue will be \$175,529.94.

Owner of industrial tracts choose to be in industrial tracts because if they meet the state statute requirements, they cannot be annexed by the City, which means they do not have to pay City property tax or City sales tax. At any time an industrial tract owner can choose to voluntarily annex into the City limits. The fire fee to industrial tracts is not charged to any parcels within the City limits as the revenue from property and sales tax goes to support the fire and rescue departments.

If the Finance Committee and City Council wishes to implement the fire fee to all industrial tracts, staff will send a letter in March of 2021 explaining what I have explained here and informing them that beginning in 2022 they will be billed a Fire Fee because of their location being included in an industrial tract. We will also provide an estimate to each property owner and/or tenant of their expected Fire Fee for 2022.





The City of Columbus

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

Keith & Tamara Riley
164 S 6th Ave
Columbus NE 68601

RE: Industrial Tract Located at Lot 1 R&T SD Columbus

PROPERTY OWNER,

The City of Columbus, NE provides Fire Service to the above reference property. This property is located within a County Industrial Tract. There are a total of fourteen different Industrial Tract Areas within the City of Columbus’s jurisdiction. If you are interested in viewing them, you can do so at <https://arcg.is/enDqi>.

Owners of property within industrial tracts choose to be in industrial tracts because if they meet the state statute requirements, they cannot be annexed by the City, which means they do not have to pay city property tax or city sales tax. City property and sales tax is how the Fire Department budget is funded. At any time an industrial tract owner can choose to voluntarily annex into the City limits. The fire fee is only charged to parcels located in industrial tracts, it is not charged to any parcels within the City limits as the revenue from property and sales tax support the fire departments.

Nebraska State Statute 13-1111 to 13-1120 authorized the creation and terms of use for County Industrial Tracts. Neb. Rev. Stat. § 13-1117 requires that the owners of such designated areas shall provide, at their expense, for fire protection.

Currently one of the fourteen industrial tracts pays a fire fee annually. The other thirteen areas have never been billed the same fee. The City provides the same fire and rescue service to all of the fourteen areas. The City Council has instructed city staff to notify all remaining thirteen areas not currently being charged for fire services that they will be charged such fee beginning March 2022.

The City’s expense for providing Fire Services this fiscal year is over \$3,300,000. The Fire Fee is determined per property based on valuation of real and personal property.

In order for you to prepare for the 2022 Fire Fee we have provided below what the fee would have been this year for the above referenced parcel located in an Industrial Tract, had it been charged. The Fire Fee will fluctuate from year to year because of how it is calculated.

2021 Fee: \$50.58 This estimated fee is based on real and personal property valuation as reported to the Platte County Assessor.



As an Industrial Tract parcel owner, you will be required to remit a copy of your annual personal property tax form ,which you provide to the Platte County Assessor, to the City of COlumbus. The personal property tax form can be mailed to the address below or dropped off at City Hall.

If you do not operate a business at this address, but lease the property to a business, provide a copy of this letter to each business located at the above referenced address.

Your personal property tax form must be mailed to the following address at the time it is provided to the Platte County Assessor:

City of Columbus, NE
Finance Department
2424 14th Street
PO Box 1677
Columbus, NE 68602-1677

If you have questions, you may contact the staff below.

Sincerely,

Heather Lindsley
Finance Director
402-562-4229
heather.lindsley@columbusne.us

Tara Vasicek
City Administrator
402-562-4233
tara.vasicek@columbusne.us

From: [Keith Riley](#)
To: [Vasicek, Tara](#)
Cc: [Kline, Janelle](#); [Bulkley, Jim](#)
Subject: Re: Keith Riley Topic for Consideration Form - Industrial Tract
Date: Monday, May 23, 2022 4:06:34 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Tara,

To date, I have never received a letter from the City of Columbus giving me an advance notice as stated: *All tract owners were given 1 year advance notice of the fee to be imposed beginning in 2022 for all the remaining industrial tracts who have not paid the fee in the past.* I have visited with 4 other owners of properties in an industrial site and they never received a letter. Also, since there is no date on the letter entitled *Industrial Fire Fee Letter_Riley.pdf* indicating when this letter was supposedly sent out, I therefore challenge the validity of the letter! In my opinion, no date and no proof of delivery via certified mail means you cannot prove when it was sent, thus your claim of a year's notice is invalid.

I also own another tract in an industrial site and never received a letter informing me of an *Industrial Fire Fee* making it a total of 6 properties where the owners were never notified. I would also request that you share with me and the other property owners the exact, specific language where the Nebraska statutes allow Columbus to charge me a "fire protection fee". I've paid my taxes every year I owned this property and included in the taxes was a portion that went to the Columbus RFD. And, by the way, I have never called 911 and requested City fire or EMS service.

I understand that LB983 was passed however, I do not believe 983 is yet a law in the state of Nebraska and will not be until sometime in July. Let's don't confuse that issue with the Fire Fee, I'm not debating that! I fully understand that I will probably be paying city taxes in the future.

Keith Riley

Kline, Janelle

From: Vasicek, Tara
Sent: Wednesday, May 25, 2022 12:28 PM
To: Keith Riley
Cc: Kline, Janelle; Bulkley, Jim
Subject: RE: Keith Riley Topic for Consideration Form - Industrial Tract

Mr. Riley

The notice was a courtesy. I know many did receive it because we got inquiries about it last year when the letter was sent.

The information I sent you has the state statute which give the City the authority to charge the fee.

13-1117.

Utility services; fire and police protection.

During the time any tract is designated as an industrial area, as provided by sections [13-1111](#) to [13-1120](#), the owners of such designated area shall provide at their expense for water, electricity, sewer, and fire and police protection.

From: Keith Riley <rileykeith59@gmail.com>

Sent: Sunday, June 5, 2022 6:59 AM

To: Vasicek, Tara <Tara.Vasicek@columbusne.us>

Cc: Kline, Janelle <Janelle.Kline@columbusne.us>; Bulkley, Jim <Jim.Bulkley@columbusne.us>

Subject: Re: Keith Riley Topic for Consideration Form - Industrial Tract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Ms. Vasick,

I'm still waiting to hear from you regarding my request of May 22, 2022 to receive permission to speak to the City Council regarding this "Fire Protection Fee". I believe I followed the guidelines and submitted my request within the guidelines that were stated on city form. Would you please update me as to my request?

Keith Riley

Kline, Janelle

From: Vasicek, Tara
Sent: Sunday, June 5, 2022 9:52 AM
To: Keith Riley
Cc: Kline, Janelle; Bulkley, Jim
Subject: RE: Keith Riley Topic for Consideration Form - Industrial Tract

Mr. Riley,

On May 23rd (email below) I emailed you regarding your request and asked that after reading that email if you still wished to be put on the agenda, to let me know. I highlighted that in my email below. When you responded to that email you did not say you still wished to be on the agenda. Since you did not indicate so, I have not yet placed your request on an agenda. I will have it placed on the June 20th agenda. The City Council agenda for Monday June 6th is out, the agenda is set on the Thursday prior to the scheduled meeting. To avoid any further confusion please indicate that the June 20th date works for you.

Tara Vasicek

City Administrator | City of Columbus, NE
Office: (402) 562-4233 | tara.vasicek@columbusne.us

From: Keith Riley <rileykeith59@gmail.com>
Sent: Sunday, June 5, 2022 6:59 AM
To: Vasicek, Tara <Tara.Vasicek@columbusne.us>
Cc: Kline, Janelle <Janelle.Kline@columbusne.us>; Bulkley, Jim <Jim.Bulkley@columbusne.us>
Subject: Re: Keith Riley Topic for Consideration Form - Industrial Tract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Ms. Vasick,

I'm still waiting to hear from you regarding my request of May 22, 2022 to receive permission to speak to the City Council regarding this "Fire Protection Fee". I believe I followed the guidelines and submitted my request within the guidelines that were stated on city form. Would you please update me as to my request?

Keith Riley

On Wed, May 25, 2022 at 12:28 PM Vasicek, Tara <Tara.Vasicek@columbusne.us> wrote:

Mr. Riley

The notice was a courtesy. I know many did receive it because we got inquiries about it last year when the letter was sent.

The information I sent you has the state statute which give the City the authority to charge the fee.

13-1117.

Utility services; fire and police protection.

During the time any tract is designated as an industrial area, as provided by sections [13-1111](#) to [13-1120](#), the owners of such designated area shall provide at their expense for water, electricity, sewer, and fire and police protection.

Tara Vasicek

City Administrator | City of Columbus, NE

Office: (402) 562-4233 | tara.vasicek@columbusne.us

When you focus YOUR ENERGY on what you are able to GIVE AND CREATE

rather than what you RECEIVE, you truly are serving.

From: Keith Riley <rileykeith59@gmail.com>

Sent: Monday, May 23, 2022 4:06 PM

To: Vasicek, Tara <Tara.Vasicek@columbusne.us>

Cc: Kline, Janelle <Janelle.Kline@columbusne.us>; Bulkley, Jim <Jim.Bulkley@columbusne.us>

Subject: Re: Keith Riley Topic for Consideration Form - Industrial Tract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Tara,

To date, I have never received a letter from the City of Columbus giving me an advance notice as stated: *All tract owners were given 1 year advance notice of the fee to be imposed beginning in 2022 for all the remaining industrial tracts who have not paid the fee in the past.* I have visited with 4 other owners of properties in an industrial site and they never received a letter. Also, since there is no date on the letter entitled *Industrial Fire Fee Letter_Riley.pdf* indicating when this letter was supposedly sent out, I therefore challenge the validity of the letter! In my opinion, no date

and no proof of delivery via certified mail means you cannot prove when it was sent, thus your claim of a year's notice is invalid.

I also own another tract in an industrial site and never received a letter informing me of an *Industrial Fire Fee* making it a total of 6 properties where the owners were never notified. I would also request that you share with me and the other property owners the exact, specific language where the Nebraska statutes allow Columbus to charge me a "fire protection fee". I've paid my taxes every year I owned this property and included in the taxes was a portion that went to the Columbus RFD. And, by the way, I have never called 911 and requested City fire or EMS service.

I understand that LB983 was passed however, I do not believe 983 is yet a law in the state of Nebraska and will not be until sometime in July. Let's don't confuse that issue with the Fire Fee, I'm not debating that! I fully understand that I will probably be paying city taxes in the future.

Keith Riley

On Mon, May 23, 2022 at 3:23 PM Vasicek, Tara <Tara.Vasicek@columbusne.us> wrote:

Mr. Riley,

I have received your request for consideration for City Council agenda regarding the industrial tract fire fee.

I wanted to provide you with some background information. **If after reading all of the attached, you would like to meet with me or be added to the City Council agenda, let me know.**

In March of 2021 the City Council Finance, Judiciary and Personnel committee recommended to the Mayor and City Council that all parcels designated as industrial tracts pay a fire protection fee. A memo to that committee and the minutes of the City Council meeting approving the same are attached here.

The attached letter was mailed to all tract owners after the council took the referenced action in 2021. All tract owners were given 1 year advance notice of the fee to be imposed beginning in 2022 for all the remaining industrial tracts who have not paid the fee in the past.

Additionally, LB983 was passed this year. It clarifies some of the regulations which govern industrial tracts and specifically excludes those properties which are used for personal storage. The forms you remitted earlier this month indicate that you do use your properties, which are located in industrial areas, for personal storage.

Tara Vasicek

City Administrator | City of Columbus, NE

Office: (402) 562-4233 | tara.vasicek@columbusne.us

*When you focus YOUR ENERGY on what you are able to GIVE AND CREATE
rather than what you RECEIVE, you truly are serving.*

--

Keith Riley

Realtor

Capstone Realty, LLC

Cell: 402-563-4819

--

Keith Riley

Realtor

Capstone Realty, LLC

Cell: 402-563-4819

Kline, Janelle

From: Keith Riley <rileykeith59@gmail.com>
Sent: Monday, June 6, 2022 6:58 AM
To: Vasicek, Tara
Cc: Kline, Janelle; Bulkley, Jim
Subject: Re: Keith Riley Topic for Consideration Form - Industrial Tract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Ms Vasick,

Received your email of May 23rd, however, there is no highlighted portion of your email that was returned to me. My original request was and still is, to address the City Council on this matter. **So, to avoid any further confusion, I wish to address the City Council on June 20, 2022.**

Keith Riley

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

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - June 13, 2022

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
June 13, 2022

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on June 13, 2022, at 4 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on June 9, 2022, with a copy of the proof of publication being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and members of the city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

- 1. Statement of Compliance with Open Meetings Act and Roll Call:** Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, Prent Roth, and Ron Schilling. City staff members included City Engineer Rick Bogus and City Clerk Janelle Kline.
- 2. Creation of Street Improvement District No. 188 (23 Street/Shady Lake Road from 54 Avenue to west corporate limits).** Bogus explained the plans for the street and said they fit with the long range transportation and comprehensive plans. A recommendation was made to proceed with the creation of Street Improvement District No. 188 on 23rd Street/Shady Lake Road from 54th Avenue to west corporate limits with a motion by Bahr and a second by Kresha. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
- 3. Creation of Street Improvement District No. 189 (48 Avenue from 23 Street to south of Bradshaw Park entrance).** Bogus explained the plans for the street and said they fit with the long range transportation and comprehensive plans. A recommendation was made to proceed with the creation of Street Improvement District No. 189 on 48th Avenue from 23rd Street to south of Bradshaw Park entrance with a motion by Schilling and a second by Bahr. Bahr, Kresha, Roth, and Schilling voted "Aye" and none voted "Nay".
- 4. Adjournment:** The meeting adjourned at 4:07 p.m.

OFFICE OF THE CITY CLERK
: Janelle Kline

10.A.1. Creation of Street Improvement District No. 188 (23 Street/Shady Lake Road from 54 Avenue to west corporate limits).

The City of **Columbus**

MEMORANDUM

DATE: June 9, 2022
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, PE, City Engineer
RE: Street Improvement District No. 188 – 23rd Street/Shady Lake Road from 54th Avenue to the west corporate limits

RECOMMENDATION:

Request to proceed on Notice of Creation and Ordinance for Street Improvement District (SID) No. 188 for roadway reconstruction, storm sewer improvements, grading, and related work.

DISCUSSION:

In accordance with the City Assessment Policy, the request to proceed on the above referenced SID is hereby made. This segment of 23rd Street/Shady Lake Road is on the City 1&6 Year Road Plan and Long Range Transportation Plan (LRTP) and is an Arterial in accordance with the LRTP and/or State Classification System. Proposed improvements include total roadway reconstruction to a 41-foot wide urban cross section with curb and gutter, sidewalks or trails in improved or platted areas, storm sewer inlets and mains, signage and related work.

The SID post card survey was conducted in the region in the Fall of 2019 to garner interest along 23rd Street/Shady Lake Road from east of 48th Avenue to the west corporate limits and on 48th Avenue from north of 23rd Street to Bradshaw Park. Post card survey results for this SID are attached for reference.

FISCAL IMPACT:

The proposal is to use Federal Funds Purchase Program (FFPP) funding to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law.

ALTERNATIVE:

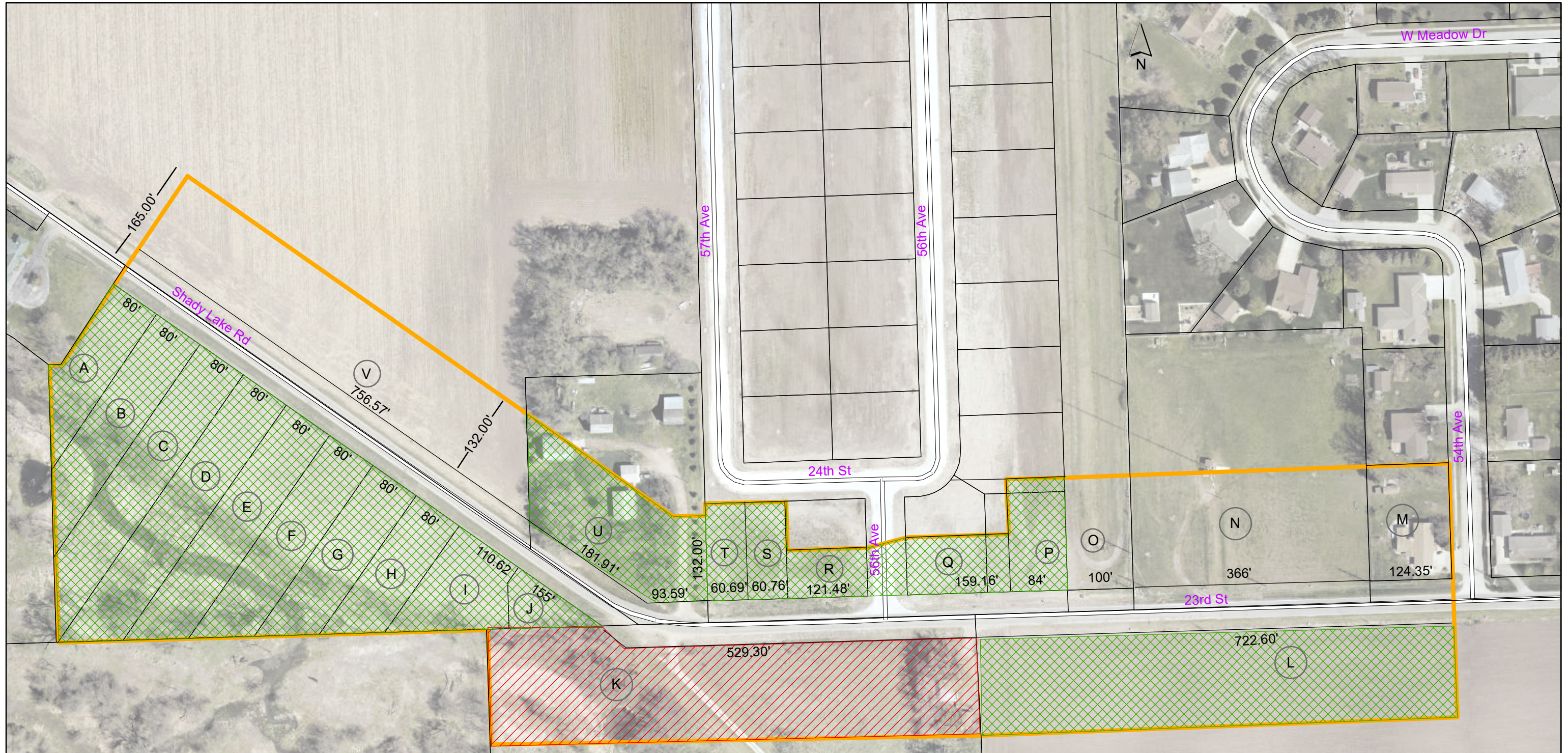
Do not approve.

SIGNATURE:



By: Richard J. Bogus

Approved By: [Signature]

LIMITS OF DISTRICT SID #188



OWNER NAME	
(A) Steve Lloyd's Rentals LLC.	(G) Steve Lloyd's Rentals LLC.
(B) Steve Lloyd's Rentals LLC.	(H) Steve Lloyd's Rentals LLC.
(C) Steve Lloyd's Rentals LLC.	(I) Steve Lloyd's Rentals LLC.
(D) Steve Lloyd's Rentals LLC.	(J) City Of Columbus
(E) Steve Lloyd's Rentals LLC.	(K) Walker Rental Properties LLC.
(F) Steve Lloyd's Rentals LLC.	(L) Shady Lake Development LL.
(M) Behrens Jr, David L & Christina A	(S) Granville Custom Homes INC.
(N) Platte County	(T) Granville Custom Homes INC.
(O) City Of Columbus	(U) Sando LLC % Sandra K Wright
(P) Granville Custom Homes INC.	(V) PVP Properties LLC
(Q) Granville Custom Homes INC.	
(R) Granville Custom Homes INC.	

 Yes_Vote
 No_Vote

10.A.2. Creation of Street Improvement District No. 189 (48 Avenue from 23 Street to south of Bradshaw Park entrance).

The City of **Columbus**

MEMORANDUM

DATE: June 9, 2022
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, PE, City Engineer
RE: Street Improvement District No. 189 – 48th Avenue from 23rd Street to south of entrance to Bradshaw Park

RECOMMENDATION:

Request to proceed on Notice of Creation and Ordinance for Street Improvement District (SID) No. 189 for roadway reconstruction, storm sewer improvements, grading, and related work.

DISCUSSION:

In accordance with the City Assessment Policy, the request to proceed on the above referenced SID is hereby made. This segment of 48th Avenue is on the City 1&6 Year Road Plan and Long Range Transportation Plan (LRTP) and is a Collector in accordance with the LRTP and/or State Classification System. Proposed improvements include total roadway reconstruction to a 33-foot wide urban cross section with curb and gutter, sidewalks or trails in improved or platted areas, storm sewer inlets and mains, signage and related work.

The SID post card survey was conducted in the region in the Fall of 2019 to garner interest along 23rd Street/Shady Lake Road from east of 48th Avenue to the west corporate limits and on 48th Avenue from north of 23rd Street to Bradshaw Park. Post card survey results for this SID are attached for reference.

FISCAL IMPACT:

The proposal is to use Federal Funds Purchase Program (FFPP) funding to pay for 80 percent of the project cost which includes paying for 80 percent of what would be the standard and typical 100 percent assessment. The remaining 20 percent not paid for by the FFPP; therefore, would be a special assessment cost to properties within the SID who benefit from the improvements in accordance with State law.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

LIMITS OF DISTRICT SID #189



OWNER NAME			
(A) SHADY LAKE DEVELOPMENT LLC	(G) WEST WOOD ADDITION LLC	(M) MACKEN/TRESSA M	(S) VINSON/ROBBERT J QUINN
(B) WEST WOOD ADDITION LLC	(H) WEST WOOD ADDITION LLC	(N) CUSTARD/TRACI J & CHRISTOPHER J	(T) CERNY/MELISSA A
(C) WEST WOOD ADDITION LLC	(I) WEST WOOD ADDITION LLC	(O) CHAVEZ/ELIZABETH	(U) LYMAN-RICHEY CORPORATION ATTN: ACCOUNTS PAYABLE
(D) WEST WOOD ADDITION LLC	(J) WALKER RENTAL PROPERTIES LLC	(P) LEIMSER/AARON L & SAMANTHA M	(V) GERHOLD CONCRETE COMPANY INC % LYMAN RICHEY CORP ATTN: CONTROLLER
(E) VAN DYKE/RANDALL J & CHERIE L	(K) CITY OF COLUMBUS	(Q) ROSNO/BRANDON S & LINDSEY M	(W) CECH/JOAN B
(F) WEST WOOD ADDITION LLC	(L) RICHARDS/ROSS D & AMANDA L	(R) KORTE/KEVIN	

Yes_Vote
 No_Vote

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A. Quote from Mid-Iowa Solid Waste Equipment Co., Inc. in the amount of \$18,800 for used sewer vacuum unit for street division.



The 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: June 14, 2022
TO: City Administrator/Mayor/City Council
FROM: Chuck Sliva, Public Works Director
SUBJECT: Purchase of Used 1998 Sewer Equipment Tiger Vacuum Unit, 100 HRS.

RECOMMENDATION: To accept the following attached low quote from Mid-Iowa Solid Waste Equipment Co., Inc. from Johnston, IA in the amount of \$18,800.

DISCUSSION: This unit is a used reconditioned 1998 model with 100 hours of run time. This is a like new trailer mount unit that will be used to stay compliant with storm sewer cleaning and maintenance in the Street Division.

FISCAL IMPACT:

Funds for this purchase will come from the budgeted \$50,000 CIP Fund 21-96.

SIGNATURE:

By: *Chuck Sliva*
Chuck Sliva, Public Works Director

Approved By: *Heather Lindsley*
Heather Lindsley, Finance Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator



City of Columbus

Quote Sheet for Purchases

Department: Stormwater Utility

Charge to Account Number: CIP 21-96 / Trunk Line Storm Sewer Cleaning

Department Head Approval: *Chuck Sova*

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

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

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

Date: 6/13/2022 Time: a.m.

Vendor Name: Mid Iowa Solid Waste Equipment

Vendor Employee Name: Chad Spencer

Telephone: 800-733-8731

Quote For: Used trailer mount vac trailer

Quote Includes:	Item Totals:
Used 1998 Sewer Equipment Tiger Vacuum 6 Yard Unit, 100 Hrs. (Great Condition)	\$16,800.00
Trucking	\$2,000.00
Total:	\$18,800.00

Quote Excludes:

Delivery Date: 6/28/2022 Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete



Mid-Iowa Solid Waste
 5105 NW Beaver Dr
 Johnston, IA 50131
 515-276-3352
 Toll Free 800-733-8731

SALES ORDER

Quote # CASO1093
 Date 06/03/22
 Sales Rep. Chad Spencer

Helping you clean the Planet since 1975

Bill To:

Clete Borchers
 City of Columbus Nebraska
 2424 14th Street
 Columbus NE 68602

Ship To:

Clete Borchers
 City of Columbus Nebraska
 2424 14th Street
 Columbus NE 68602

Qty	Description	Unit Price	Ext. Price
1	Used 1998 Sewer Equipment TigerVac Vacuum Trailer with no warranty expressed or implied.	\$16,800.00	\$16,800.00

Serial Number: 1258

- * 1,000 Gallon Debris Tank (Estimated 5 Cu. Yd.) Capacity
- * 1,400 Free Air CFM and 1,260 CFM at 15" of Vacuum
- * 80 HP John Deer Diesel Engine
- * 300 GPM Trash Pump
- * 14,400 LB. GVW (2) Axles (7,200 LBS. Each) Electric Brakes
- * 3" Pintle Type Hitch

Notes:

Price Includes Hauling to Columbus, NE on a Drop Deck Trailer

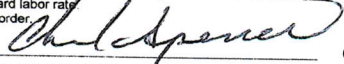
Applicable Sales Tax(s) if Applicable Not Included in Pricing

SubTotal	\$16,800.00
Shipping	\$2,000.00
Total	\$18,800.00

Delivery option: If you choose Mid-Iowa to arrange delivery of the equipment the shipping charge, as of today, is \$2,000.00. This price is subject to change prior to shipment due to market conditions.

Unless specified, the above prices do not include any taxes. Taxes will be calculated and included on the Invoice.

ORDERS. All orders are subject to acceptance by an officer or general manager of Mid-Iowa Solid Waste Equipment Co., Inc. PERFORMANCE. Mid-Iowa Solid Waste Equipment Co., Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control. CANCELLATION. Orders regularly entered cannot be cancelled except upon terms that will compensate Mid-Iowa Solid Waste Equipment Co., Inc. for any loss or damages sustained. PRICES. All orders are subject to current prices in effect at the time of shipment. F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture. TAXES. Unless otherwise stated, prices do not include Federal, State, City or other Excise, Occupation Sales use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If Federal Excise Taxes are included or listed above, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment. MOUNTING PRICES. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed our standard labor rate. Signature will constitute a binding order.

By: 
 Mid-Iowa Solid Waste Equipment Co., Inc.

Ordered by: _____

Accepted by: _____



City of Columbus

Quote Sheet for Purchases

Department: Storm Water Utility

Charge to Account Number: CIP 21-96 / Trunk Line Storm Sewer Cleaning

Department Head Approval: 

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

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

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

Date: 6/13/2022 Time: a.m.

Vendor Name: More Equipment Sales.

Vendor Employee Name: J Moore

Telephone: 833-430-0738

Quote For: Used trailer mount vac trailer

Quote Includes:	Item Totals:
Used 2014 Vermeer Sewer Vacuum 6 Yard Unit , 1473 Hrs, Good Condition	\$34,500.00
Trucking	\$2,436.00
Total:	\$36,936.00

Quote Excludes:

Delivery Date: 6/28/2022 Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete B

MyLittleSalesman.com - MLS Listing # 10661837

2014 Vermeer V500LEHD Vacuum System

1 of 12



\$34,500 USD [Ⓜ]

📍 Located in Jackson, TN, US

Seller Information



Construction Equipment Sales and Rentals

929 Airways Blvd
 Jackson, TN 38301
 United States
 📞 +18334340738

📝 Notes

Buyer Activity

👁 Viewed
180 times

🔄 Shared
Not yet

♥ Saved
3 times

226 miles 2,436⁶⁰

City of Columbus

Quote Sheet for Purchases

Department: Storm Water Utility

Charge to Account Number: CIP 21-96 / Trunk Line Storm Sewer Cleaning

Department Head Approval: 

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

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

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

Date: 6/13/2022 Time: a.m.

Vendor Name: Edmonton Trailer Sales. (Alberta Canada)

Vendor Employee Name: _____

Telephone: 855-998-0716

Quote For: Used trailer mount vac trailer

Quote Includes:	Item Totals:
Used 2008 Vermeer Hydra Vacuum 6 Yard Unit , 1500 Hrs, Good Condition	\$51,677.00
Trucking	\$4,700.00
Total:	\$56,377.00

Quote Excludes:

Delivery Date: 6/28/2022 Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete B



Ad



5

2008 Vermeer HYDRO VAC

\$51,677

Acheson, Alberta, Canada

Seller Responsiveness: ★★★★★

Specifications



Manufacturer:	Vermeer
Model:	HYDRO VAC
Condition:	used
Year:	2008
Odometer:	0
Serial number:	1M9PE172X8S284484
Stock number:	14395C
Category:	Construction equipment in Canada
Subcategory:	Heavy equipment
Subcategory 2:	Trencher/ditching/plow
Listing ID:	66233437

Description

MCEL RATH TANDEM EQUIPMENT TRAILER w/ VERMEER VT800 HYDRO VAC Here On Consignment!
FEATURES: - Kubota Diesel Engine *** Call One of Our Experienced Sales Staff Today for More Information! ***



Manufacturer: DRZE

Combined Vacuum Jetting Tank Body for Sewer Cleaning VACUUM Tank truck with JETTING and FLUSHING function-Customize 5-20Ton Combined Sewer Jetting Vacuum Tank Body Customized Customizing Vac Truck Truck Mounted J...

★★★★★

[Customizing Suzu Giga Combined Sewer Jetting and Vacuum Trucks 350HP -460HP \(Clean Water Tank 4m3; Sewage Tank 14m3\)](#)

Manufacturer: DRZE

Customizing SUZU GIGA Combined Sewer Jetting and Vacuum Trucks 350HP -460HP(Clean Water Tank 4m3, Sewage Tank 14m3 Suction Pipe With Rotary Jib) Super Sucker Combination Vacuum And Drain Cleaner HYDRO EXCAV...

★★★★★

[Shacman M3000 High Pressure Combined](#)

Handwritten signature

1500 m.les
\$4700

13.B. Quote from Connecting Point in the amount of \$28,669 for computer hardware for various departments.

Information Technology

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



City of Columbus

City Hall

2424 14th St.

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 6/14/2022
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup, Computer Network Technician
RE: HP Computer Hardware

RECOMMENDATION:

I recommend the approval to purchase HP computer hardware for the amount of \$28,669.00 from Connecting Point.

DISCUSSION:

This is for regularly schedule replacement of multiple workstations for the Administration, Communications/E911, Engineering, Finance, Fire, Human Resources, Library, and Police departments. It will also replace monitors that were backordered for over a year.

FISCAL IMPACT:

Initial cost will be \$28,669.00. There will be no recurring cost.

CONCURRENCE:

None at this time.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: *Matt J Soukup*
Matt Soukup, Computer Network Technician

Approved By: *Heather Lindsley*
Heather Lindsley, Finance Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator

City of Columbus

Quote Sheet for Purchases

Department: Multiple Departments

Charge to Account Number: 53400

Department Head Approval: Heather Lindsley

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

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

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

Date: 6/14/2022 Time: _____

Vendor Name: Connecting Point

Vendor Employee Name: Tony Kresha

Telephone: (402) 563-4224

Quote For: HP Computer Hardware

Quote Includes:	Item Totals:
12 x HP EliteBook 850 G8 i5-1145G7 16GB 256GB W10P64 15.6" FHD 3-Year	\$20,376.00
37 x HP EliteDisplay E24 G4 - E-Series - LED monitor - Full HD (1080p) - 23.8"	\$8,177.00
4 x HP Desktop Mini Dual VESA Sleeve v3 with PSH	\$116.00
Total:	\$28,669.00

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Matt Soukup

ConnectingPoint

“people friendly...technology smart”

3629 23rd Street, West Highway 81, Columbus, NE 68601
t. 402-564-4224 f. 402-564-1374

QUOTE

Number CPAQ1509

Date Jun 13, 2022

Sold To

City of Columbus
Matt Soukup
Columbus, NE 68601

Ship To

Phone
Fax

Phone
Fax

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Tony

NET 10 PROX

Line	Qty	Description	Unit Price	Ext. Price
1	12	HP EliteBook 850 G8 15.6" Notebook - Intel Core i5 11th Gen i5-1145G7 Quad-core (4 Core) 2.60 GHz - 16 GB Total RAM - 256 GB SSD - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology	\$1,698.00	\$20,376.00
2	37	HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black - 24" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 250 Nit - 5 ms - HDMI - VGA - DisplayPort	\$221.00	\$8,177.00
3	4	HP DM Dual VESA Slv v3 w/ PSH PROMO	\$29.00	\$116.00

SubTotal	\$28,669.00
Tax	\$0.00
Shipping	\$0.00
Total	\$28,669.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.



CERTIFIED QUOTATION

Customer Number 2173954	Quotation Number 8931231	Issue Date 06/13/22	Payment by Visa	Customer Reference None
----------------------------	-----------------------------	------------------------	--------------------	----------------------------

Issued by: Dan Ackerman 330-433-2556 dackerman@provantage.com

MATT SOUKUP
CITY OF COLUMBUS
2424 14TH STREET
COLUMBUS, NE 68601

QUOTATION

Shipping
Via Ground Service

(402)562-4242 msoukup@columbusne.us

Attention: (402)562-4242 matt.soukup@columbusne.us

SKU	Product Name	Part Number	Quantity	Each	Total
HEWG3AK	HP SBuy EliteBook 850 G8 i5-1145G7 16GB 256GB W11P64 DG 15.6" FHD 3	615S4UT#ABA	12	1,690.00	20,280.00
HPP9J8V	HP E24 G4 FHD Monitor	9VF99AA#ABA	37	220.00	8,140.00
HPP9J4R	HP SBuy Desktop Mini Dual VESA Sleeve v3 with PSH	13L68AT	4	26.00	104.00

Provantage Sales
7576 Freedom Ave NW
North Canton, OH 44720

Subtotal: 28,524.00
Shipping: 250.00
Total: \$28,774.00

To place your order, email dackerman@provantage.com or call 330-433-2556.

Please note that prices on this quotation cannot be guaranteed beyond the issue date.

QUOTE CONFIRMATION



DEAR MATT SOUKUP,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C81JMQ	6/14/2022	HP HARDWARE 2022	3896862	\$28,710.64

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP EliteBook 850 G8 Notebook - Wolf Pro Security - 15.6" - Core i5 1145G7 - Mfg. Part#: 615S4UT#ABA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	12	6827128	\$1,676.20	\$20,114.40
HP E24 G4 - E-Series - LED monitor - Full HD (1080p) - 23.8" Mfg. Part#: 9VF99AA#ABA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	37	6321577	\$229.12	\$8,477.44
HP Dual VESA Sleeve v3 - desktop sleeve Mfg. Part#: 13L68AT Contract: Nebraska HP Inc NVP Computer Equipment (MNNVP-133 142590C)	4	6231968	\$29.70	\$118.80

PURCHASER BILLING INFO	SUBTOTAL	\$28,710.64
Billing Address: CITY OF COLUMBUS ACCTS PAYABLE PO BOX 1677 COLUMBUS, NE 68602-1677 Phone: (402) 564-8584 Payment Terms:	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$28,710.64
	DELIVER TO	
Shipping Address: CITY OF COLUMBUS ATTN:MATT SOUKUP 2424 14TH ST. COLUMBUS, NE 68601 Phone: (402) 564-8584 Shipping Method: UPS Ground	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Ben Dafgard

(866) 691-7111

ben.dafgard@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

13.C. Quote from General Traffic Controls, Inc. in the amount of \$11,740 for four stand-alone data collection units for street division.



The City of
Columbus, Nebraska

PUBLIC WORKS DEPARTMENT

• Utility Billing • Water Production • Water/Sewer Utility • Wastewater
• Streets • MSW Transfer Station
Phone: 402-562-4260
www.columbusne.us

MEMORANDUM

DATE: June 14, 2022
TO: City Administrator / Mayor / City Council
FROM: Chuck Sliva, Public Works Director
RE: Quote for Driver Feedback / Survey Monitoring Data Reporting Units.

RECOMMENDATION:

Accept sole source quote for four stand-alone Data Feedback units. The quote is from General Traffic Controls in Spencer, IA. The total cost for the four units is \$11,740. Funds will come from CIP# 21-77.

DISCUSSION:

The attached quote is from the sole source supplier General Traffic Controls. We have an excellent working relationship with this company. Their control systems are on almost all of the traffic lights in Columbus. Staff also has all of the training, programming, and tech support items available on a laptop to troubleshoot the units in-house, as well as a parts inventory on hand. Units will also be used to collect data for engineering traffic projects.

FISCAL IMPACT:

The total cost is \$11,740 including shipping. Funds for this project are in the 21-22 Budget CIP# 21-77. Total amount of fund is \$150,000.

ALTERNATIVES:

Not purchase and rely on unreliable data.

SIGNATURE:

By: _____
Chuck Sliva
Chuck Sliva, Public Works Director

Approved By: _____
Heather Lindsley
Heather Lindsley, Finance Director

Approved By: _____
Tara Vasicek
Tara Vasicek, City Administrator



City of Columbus

Quote Sheet for Purchases

Department: Streets

Charge to Account Number: CIP 21-77

Department Head Approval: *Chuck Soria*

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

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

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

Date: 6/14/2022 Time: a.m.

Vendor Name: General Traffic Controls

Vendor Employee Name: Amanda Brown

Telephone: 712-262-1521

Quote For: Four (4) DC Stand-Alone Driver Data Feedback Signs

Quote Includes:	Item Totals:
4 complete units @ \$2,935 each	\$11,740.00
Total:	\$11,740.00

Quote Excludes:

Delivery Date: 7/22/2022 Shipped By: Truck

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

Tax Excluded

City Employee Obtained Quote: Clete B



****We are currently experiencing supply delay issues and pricing volatility from our manufacturers due to COVID-19****

****Please verify pricing prior to ordering if past 30 days****

Equipment will need to be ordered and released within 30 days

If necessary, General Traffic will work with you for material storage.

**Clete Borchers
City of Columbus**

Quote #: 6752
Date: 6/13/2022 CS

RRFB & Speed Feedback Signs

Terms: Net 30 days

Taxable: No

Delivery: 60 days ARO

FOB: Destination

Freight: Prepaid

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	1	DC RRFB Including: (2) Cabinets w/ Flashers, (2) 5-light RRFB Light Bars, (2) Solar Panel, (2) Pushbuttons & Signs.	\$7,688.00	\$7,688.00
002	2	13' Pedestal Pole, Base, Bolts & Collar.	\$636.00	\$1,272.00
003	1	11" DC Stand-Alone Driver Feedback Sign Including: (2) 22Ah Batteries, (1) 30 watt Solar Panel.	\$2,935.00	\$2,935.00

Installation is not included.

General Traffic Controls, Inc retains title to all equipment until paid in full.

All past due accounts are subject to a 1.5% per month service charge.

Prices subject to review 30 days from above date.

Should we be favored with your order, it will receive our prompt, personal attention.

THANK YOU!

Very truly yours,

GENERAL TRAFFIC CONTROLS, INC.

Amanda Brown

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DRIVER FEEDBACK SIGN

High-Visibility Speed Display with Monitoring,
Data Reporting, and System Integration



RTC's Driver Feedback Sign uses radar technology to detect and display the speed of oncoming traffic. The high-visibility LEDs alert motorists of their speed, resulting in safer traffic flow.

The RTC Driver Feedback Sign system integrates seamlessly with RTC School Zone Flasher systems or can operate independently as a stand-alone sign.

Advancing Traffic Safety Since 1987



RTC Manufacturing, Inc.

RTC-Traffic.com | contact our team at Info@RTC-Traffic.com for more information | TOLL-FREE **800.782.8721**

RTC Manufacturing, Inc., 1016 Enterprise Place, Arlington, Texas 76001 | ©2019 RTC Manufacturing, Inc. All Rights Reserved.

19118/0419



DRIVER FEEDBACK SIGN

High-Visibility Speed Display with Monitoring,
Data Reporting, and System Integration



FEATURES AND SPECIFICATIONS

- 11" digits, high-visibility amber LEDs
- Radar range of up to 300 feet
- Designed to integrate with new or existing RTC School Zone Systems
 - Radar signs can be programmed with variable display settings, based on the time of day and the relay status programmed into the RTC AP22 time switch. Our radar signs can utilize existing power from school zone cabinets and integrate with existing RTC equipment (AP22, M2M, Guardian™) to meet your needs.
- Ideal for 1-lane or 2-lane roadways with speed limits below 45 mph
- Meets MUTCD specification
- Data analytics displayed in RTC-Connect.com (see below)
- Adjust sign settings remotely through RTC-Connect.com (cell modem required)
 - Set minimum and maximum display speeds
 - Set speed limit/violator speed
 - Configure alternative speed settings during school zone operation
 - White strobe LEDs when a speed violator is detected (optional)
 - Display fastest speed or strongest signal
 - Adjust radar sensitivity

ORDERING OPTIONS

1. Power Options

A. RTC's DFS Standalone Power Enclosure is a low-profile, all-inclusive cabinet that integrates the radar display board, batteries, mounted solar panel, and solar regulator. It has additional room for the optional AP22 time switch, Guardian™, and M2M cellular modem. The enclosure is manufactured with the popular RTC hinge bracket for quick and easy installation on any pole type.

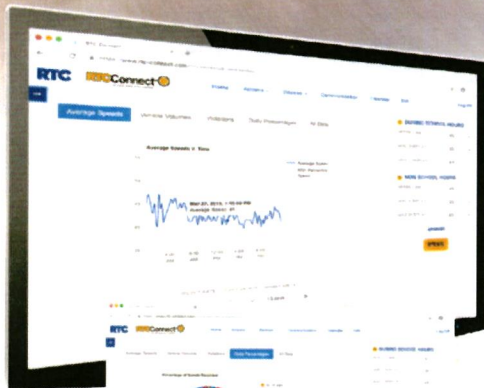
B. RTC's DFS Add-On Enclosure is an ultra-thin radar display enclosure that requires power from a separate cabinet. This option is designed to add a driver feedback sign to an existing school zone flasher system, with full AP22, Guardian™, and M2M compatibility.

2. Data Viewing and Remote Configuration

View and analyze recorded driver speed data in RTC-Connect.com via the Average Speed graph, Vehicle Volume graph, Speed Violators scatterplot, Speed Bin Percentages chart, and an All data spreadsheet (see images for examples). This feature, along with making remote setting changes, requires a new or existing RTC M2M cellular modem and can be utilized with either power option.

3. Guardian™ Monitoring (optional)

RTC Driver Feedback signs integrate seamlessly with the trusted RTC Guardian™ Monitoring system, which monitors battery voltage, solar voltage, time switch power, load status, and LEDs/lamps/radar signs.



Speed Graphs
and Analysis on
RTC-Connect.com

13.D. Quote from General Traffic Controls, Inc. in the amount of \$125,440 for pedestrian traffic control lights for street division.

City of Columbus

Quote Sheet for Purchases

Department: Streets

Charge to Account Number: CIP 21-77

Department Head Approval: *Chuck Quinn*

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

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

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

Date: 6/14/2022 Time: a.m.

Vendor Name: General Traffic Controls

Vendor Employee Name: Amanda Brown

Telephone: 712-262-1521

Quote For: DC RRFB Crosswalk Pedestrian Upgrades for 14 Crosswalks

Quote Includes:	Item Totals:
14 complete crossing sets cabinets, flashers, light bars, solar panels, signs, push buttons, pole and base mounts. Each crossing cost \$8,960.00	\$125,440.00
Total:	\$125,440.00

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Clete B



****We are currently experiencing supply delay issues and pricing volatility from our manufacturers due to COVID-19****

****Please verify pricing prior to ordering if past 30 days****

Equipment will need to be ordered and released within 30 days

If necessary, General Traffic will work with you for material storage.

Clete Borchers
City of Columbus

Quote #: 6752 CS
Date: 6/13/2022

RRFB & Speed Feedback Signs

Terms: Net 30 days

Taxable: No

Delivery: 60 days ARO

FOB: Destination

Freight: Prepaid

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	1	DC RRFB Including: (2) Cabinets w/ Flashers, (2) 5-light RRFB Light Bars, (2) Solar Panel, (2) Pushbuttons & Signs.	\$7,688.00	\$7,688.00
002	2	13' Pedestal Pole, Base, Bolts & Collar.	\$636.00	\$1,272.00
003	1	11" DC Stand-Alone Driver Feedback Sign Including: (2) 22Ah Batteries, (1) 30 watt Solar Panel.	\$2,935.00	\$2,935.00

Installation is not included.

General Traffic Controls, Inc retains title to all equipment until paid in full.
All past due accounts are subject to a 1.5% per month service charge.

Prices subject to review 30 days from above date.

Should we be favored with your order, it will receive our prompt, personal attention.

THANK YOU!

Very truly yours,
GENERAL TRAFFIC CONTROLS, INC.

Amanda Brown

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RECTANGULAR RAPID FLASH BEACON

High-Visibility Alternative to Traditional Circular Beacon

Our RRFB provides high visibility to motorists approaching pedestrian crosswalks. The rectangular rapid flash beacon meets all current specifications of the Manual on Uniform Traffic Control Devices (MUTCD) requirements, including automatic dimming to reduce brilliance and the approved flash pattern (WW+S). The RRFB features a high-visibility pedestrian confirmation light, a black or yellow powder-coated aluminum enclosure, and has multiple time switch and communication options.



*Available for Solar
or AC power installations.*



Pedestrian Safety Since 1987



RECTANGULAR RAPID FLASH BEACON

High-Visibility Alternative to Traditional Circular Beacon



COMMON FEATURES

- Meets all current MUTCD requirements and FHWA requirements
- Available for 120VAC or 12VDC power Input
- Provides high visibility to motorists
- 3"H x 7"W or larger Super-LED lens, low current - high output
- 1.5"W X 3"H confirmation LED lens (0, 1, or 2 optional)
- Pedestrian confirmation light can be mounted on left or right side of enclosure
- 4"H x 23"W x 1.5"D enclosure size
- Black or yellow powder-coated aluminum enclosure
- MUTCD approved flash pattern (WW+S)
- Power-saving dimming capabilities standard
- Directional lenses meet Dark Sky Initiative
- Compatible with the AP22 time switch
- Dimming controlled from inside RRFB enclosure

COMPLIANCE

- Meets photometry standard for the IA-21 and J595 Class 1 Certification

COMMUNICATION OPTIONS

- M2M
- 2-Way radio (mobile and central system)
- Ethernet (IP) direct to time switch
- Ethernet (IP) to 2-way radio

ORDERING OPTIONS

- Single or back-to-back RRFBs
- A/C or D/C power
- Black or yellow housing
- Zero, one, or two confirmation lights
- Mounting Options: single or back-to-back mounting for 4.5" u-bolt, horizontal banding for mast arms or vertical banding for large poles

503661A / 503661D (C) (CC) SPECIFIC FEATURES

- Great for RRFB swap outs and upgrades
 - Use with new or existing pedestrian crossing system cabinets
- Built-in dimming and flash pattern
 - Solid output

503662D (C) (CC) SPECIFIC FEATURES

- Great for flexibility and customization
 - Programmable dimming levels and flash patterns
- DFC controlled (sold separately)
 - Steady output



13.E. Request for Proposals for Management of the Columbus Municipal Golf Courses. (Board of Parks Commissioners recommends the deadline of July 19, 2022, for Request for Proposals be changed to end of 2023 golf season, that city staff work with Doug Dunbar and Brent McGrew throughout the next year to come up with an agreement that works for both of them, and that if Requests for Proposals are received, the review committee would include two members of the Board of Parks Commissioners and two members of the Columbus Golf Association.)

Request for Proposal
for
Management of the
Columbus Municipal Golf Courses

City of Columbus, Nebraska

Request for Proposal Management of the Columbus Quail Run Golf Course and Van Berg Golf Course

This Request for Proposal (RFP) is issued by the City of Columbus (hereinafter referred to as the "City"). The purpose of this RFP is to secure a contract with a qualified golf operator (Proposer) to operate, maintain, and market the City's municipal golf courses known as Quail Run and Van Berg. Quail Run is a 18-hole Golf Course, cart shed, maintenance building and clubhouse, Van Berg is a 9-hole Golf Course, maintenance building and clubhouse. The Proposer will perform all services identified in this RFP including all services set forth in the Attachments. The Attachments are a part of this RFP unless indicated otherwise. Services to include, but not limited to providing:

1. Provide high quality, state-of-the-art golf course operations with emphasis on excellent course playability and an exceptional level of customer service.
2. Maintain golf course and all facilities to preserve and enhance the City's investment.
3. Operate and manage the pro shop, facilities, driving range and golf cart operation.
4. Provide limited food service and refreshment in the clubhouse and on the course.
5. Promote and market the course.
6. Develop and implement recommendations for a capital improvement master plan.
7. Initiate new programs and services to increase usage of the golf course.

The City desires to make this opportunity available to all qualified Proposers. The City is looking for firms or individuals to partner with the City who share its vision for maintaining and operating top quality public golf courses.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, grounds maintenance and all other services, as required by the City, consistent with generally accepted operations of a public golf course facility.

Any questions in responding to this RFP should be directed to Doug Moore, Public Property Director at (402) 562-4240.

The Proposer, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the City Administrator. Other means of communications or contact may disqualify the Proposer.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: June 24, 2022
- RFP Due: July 19, 2022, 4:30 p.m. local time
- Interviews: date to be determined.
- Contract Negotiations: date to be determined.
- Execute Contract: dependent on negotiation

Return Mailing Address and Deadline for Receipt of Proposals

Proposers must submit six (6) hard copies of the proposal in a sealed envelope or package to the City no later than **4:30 p.m., Local time, July 19, 2022**. A digital copy on a USB port.

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Columbus
Attention: Janelle Kline, City Clerk
Management of the Columbus Quail Run and Van Berg Golf Courses
2424 14 Street
P.O. Box 1677
Columbus, NE 68602-1677

Proposals must be received by the City Clerk's Office no later than **4:30 p.m., Local time, on July 19, 2022**. Proposals will not be publicly read at the opening.

The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. If the proposer deems any information as proprietary, they need to state that in the proposal. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Scope of Services

The City is seeking individual operators, joint ventures, or firms who are interested in operating and maintaining the City's municipal golf courses known as Quail Run an 18-hole Golf Course and clubhouse and Van Berg a 9-hole Golf Course and clubhouse.

Proposals from responsible firms or teams must include a business plan for managing golf operations and related services (including but not limited to golf course, pro shop, concessions, and special events), handling all maintenance needs (including detailed maintenance standards and specifications), excelling at customer service, effectively marketing the golf facility, hiring and supervising all staff, making facility improvements, and implementing strategies to ensure the long-term success of the facility. Proposers to this RFP must demonstrate substantial experience in the operation and maintenance of golf course, and sufficient financial capability to operate and maintain the facilities. The management agreement will be administered by the City, under the direction of the Public Property Director or designee.

The City requires that the courses will feature excellent playing conditions and continue to be operated as accessible, affordable, and user-friendly golf facilities for players of all ages and skill levels.

The key goals of this process are to identify a management company, which will **maximize financial performance, provide great value and affordable access for citizens, and enhance these valuable community assets.**

Operating Experience/Minimum Qualifications

The Proposer must be an established firm in the business of providing golf course operations. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

Accepted Course Management Arrangements

All Proposers must submit a response that includes a fee proposal for a management contract.

Proposal Format and Content Submittal Requirements

The submittal must contain the following information:

In order to provide each firm with an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of your proposal must contain the following elements organized into separate chapters and sections. Failure to adhere to this format may result in the disqualification of your proposal(s).

- Title Page and Table of Contents
- Transmittal Letter
- Operations and Business Plans
- Golf course management
- Grounds maintenance
- Golf course marketing
- Operating Experience/Project Team(s) Qualifications/Financial Capability
- Financial Reporting and Accountability
- Detailed Financial Proposal
- Annual Operating Budget—Expense/Revenue (Management Option)
- Capital Improvement Plans

- Comparable Municipal References

Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility that rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 120 days.

These elements parallel the basis of the City's proposal evaluation criteria. The City is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each firm for information to include in the proposal.

A. Title Page and Table of Contents

The proposal should begin with a title page bearing the name and address of the Proposer and the name and number of this RFP. This should be followed by a table of contents for the proposal. Information, which is claimed to be confidential, is to be identified after the Title Page and before the Table of Contents.

B. Transmittal letter

The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The letter should include the address of the office that would provide the services requested, telephone number, fax, email address, and website, if applicable. The letter should be signed by an individual who is authorized to commit the Proposer to the services and requirements as stated in this RFP.

C. Operations/Business Plan

Proposers must provide the outline of a detailed operations/business plan for the future operation of the City's municipal golf course, to include, at a minimum, the operations and maintenance elements described in Attachment B of this RFP.

Annual Operating Budget—Expense/Revenue

Proposers must include proposed expense/revenue projections for the first two years of operations under the contract.

Staffing Plan

Proposers should include an estimated number of full-time and seasonal employees, respectively, and the positions these employees will fill.

- An organizational chart showing all full-time and part-time positions planned denoting the salary ranges or wage scales and the employee benefits for each position.
- A detailed resume of the experience, education, and certifications of all supervisory staff.
- A detailed timeline for the hiring of all employees.

Other Required Elements of Operations/Business Plan Submission.

- Description of marketing/promotion plan (including yield management).
- Description of customer service plan (tee reservations, pace of play, surveys, etc.).
- Description of player development programs (juniors, female players, senior citizens).
- Description of food and beverage operations (hours of operation and policies/procedures for sale of alcoholic beverages).
- Pro shop operations (hours of operation, merchandising, and services plan).
- Maintenance and clubhouse equipment plan.

D. Operating Experience

The Proposer must be an established concern in the business of providing golf course operation. Upon request, during the proposal evaluation phase, the Proposer shall furnish to the City such additional information necessary to satisfy the City that the Proposer has the necessary experience, expertise, competent and qualified personnel, and adequate equipment to perform all requirements of the work in the event of an award. Failure to provide the requested information in sufficient form necessary to satisfy the City that the Proposer has the ability to perform the work will result in its proposal being rejected.

The City may make such investigation as deemed necessary to determine the responsibility of the Proposer and the ability of the Proposer to perform the work. Proposers shall furnish the City with all such information and data for this purpose as the City may request. The City reserves the right to reject a proposal if investigation of a Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract.

Proposers should submit a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in the management, maintenance, and operation of golf and food and beverage facilities. Include the names and addresses of all corporate officers of the entity submitting the proposal.

E. References

Proposers should attach a list of professional references associated with municipalities with which the Proposer is currently managing or leasing. Reference must be able to describe such matters as the Proposer's financial and operational capability. Include the name of the reference City and course, a description of the nature of the listed reference's experience with the Proposer and the name, title, address, telephone number, and email address of a contact person at the reference entity.

Proposers shall attach a list of all golf facilities that they have managed/leased in the last ten years, including current contracts. Include the name, type (municipal, daily fee, private), and location of the facility; a description of the nature of the business relationship with the facility; length, current status of the contract, and reason(s) for termination (if applicable).

Additionally, Proposer must have and demonstrate in its proposal:

- Minimum of three years' experience in the following golf-related fields:
 - Marketing and promotion of municipal golf course.
 - Customer service including Internet-based and mobile application tee-time reservations and pace-of-play improvement strategies.
 - Pro shop operations.
 - Golf instruction programs.
 - Player/customer development programs.
 - Merchandise sales.
 - Golf cart operations.
 - Environmentally friendly golf course maintenance practices.
 - Food and beverage operations.
 - Financial reporting.
- A Class A PGA Golf Professional or equivalent professional through related experience and education to operate, manage and supervise the Pro Shops, Pro Shop employees, and to plan and implement tournaments, outings, merchandise selection and sales, and the golf instruction programs. The City

requests the successful Proposer offer the opportunity for an employment interview to current municipal golf employees and that any current employees deemed appropriate by the successful Proposer be retained.

- A competent record of employment or history of contract service in the operation of similar golf facilities as verified and supported by references, letters, and other necessary evidence from all employers public or private.

Subcontractors

The successful Proposer shall clearly state if it is proposing to subcontract any of the work herein. List any subcontracting disciplines needed to provide any and all requirements of this RFP and identify all subcontractors and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services. The successful Proposer assumes full liability for the performance of all subcontractors.

The City reserves the right to require the successful Proposer and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All subcontractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

F. Financial Capability

The Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Proposers should include:

- Previous two years of certified or audited financial statement or statements prepared in accordance with standard accounting procedures.

G. Financial Reporting and Accountability

Proposers shall demonstrate how they propose to ensure full deposit and accountability for all revenue, and provide sample reports.

H. Other Miscellaneous Required Elements:

- Proposer's Questionnaire. Complete and return the attached Proposer's Questionnaire Form (Attachment K) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.
- Golf Course Maintenance Standards—Attachment F.

- Provide capital improvement plan that includes golf course and equipment upgrades.

Review of Proposals and Evaluation Criteria

Proposers are advised that the City intends to select the Proposer that the City determines is the most responsive and responsible and will provide the City with the highest quality management, efficient services, and highest revenue or lowest appropriation based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the information contained and presented in the proposals and the reference checks made. Selection criteria will be based on the following:

Evaluation Criteria (100-Point Potential Score)

The committee members will independently evaluate the proposals based on the following criteria and associated point values:

A. Proposed Operations and Business Plan	15
B. Operating Experience	15
C. Fee Offer/Management Fee	20
D. Capital Improvement Plan Feasibility	20
E. Financial Capability/Reporting and Accountability	15
F. References	15

Based on the committee members' evaluation of the proposals, a composite rating will be developed which indicates the committee's collective ranking of the highest rated proposals in descending order.

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Proposers. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the Proposers.

Standard Proposal Information

Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.

City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Conflict of Interest

Proposers must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Proposer's Certification

By signature on the proposal, the Proposer certifies that it complies with:

- The laws of the state of Nebraska.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

Special Conditions

Special conditions include the following:

Proposers are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “non-responsiveness.”

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or nonacceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), which may restrict or eliminate competition or otherwise restrain trade.

Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
10. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Special Provisions

1. Compliance with Contract. The City will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and

the rate of progress of the work, the interpretation of the requirements, request for proposal, successful Proposer's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the successful Proposer.

2. **Building and Grounds Audit.** The successful Proposer may be required to undergo an annual independent maintenance audit, inclusive of all structures and grounds. Recommendations to the successful Proposer may be made from these audits for implementation in the following season. Responsiveness to these audits will be considered in the contract extension negotiations.
3. **On-site Employees.** Head golf professional/manager and superintendent shall be full-time employees dedicated to these facilities. The management company with its proposal shall provide a staffing matrix identifying the key personnel and the timeline for the hiring of such employees. The City has the right of reasonable rejection and approval the head golf professional/manager by the successful Proposer.
4. **Public Information Requests.** Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. The successful Proposer is hereby notified that the City strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. The successful Proposer shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the City.
5. **Cost Reduction/Savings.** It is the City's intent that this request for proposal encourages maximum competition. Proposers are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Proposers also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.
6. **Right to Audit.** During the term of any subsequent agreement, an annual audit will be required of the successful Proposer. In addition, for a period of four (4) years thereafter the City or its duly authorized audit representative of the City, at the successful Proposer's expense and at reasonable times, reserves the right to incrementally audit the successful Proposer's records. In the event such an audit by the City reveals any errors/overpayments by the City, successful Proposer shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due the successful Proposer.

General Conditions

1. **Federal Tax ID Number:** Each bidder shall state its federal tax identification number on the line provided on the bid form. The City is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.
2. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Public Property Director to discuss the basis for an award. Such protests and appeals regarding the request for bids and bid proposals are governed by and must be construed in accordance with Nebraska law.
3. **Civil Rights Requirements:** The successful bidder shall be subject to the laws of the State of Nebraska regarding discrimination. It is declared to be discrimination for the successful bidder, because of race, color, sex, creed, religion, ancestry, national origin, or disability, to fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

If the successful bidder is guilty of discrimination, this invitation for bid may be terminated in whole or in part by the City and the successful bidder shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the invitation for bid so terminated or canceled.

This section shall be binding on all subcontractors or suppliers.

Section 6—Attachments

Attachment A:	City Goals
Attachment B:	Performance Expectations
Attachment C:	Management Agreement Criteria
Attachment D:	Recent Operating Performance
Attachment E:	Fee Schedule
Attachment F:	Golf Course Maintenance Standards
Attachment G:	Building Maintenance Standards/Custodial Maintenance Standards

Attachment H:	Background Information
Attachment I:	Proposer's Questionnaire
Attachment J:	Capital Improvement Plan
Attachment K:	City of Columbus Execution of Offer Form

Attachment A City Goals

The City desires to continue to provide high-quality and well-maintained public golf facilities with competitive fees and a customer service level commensurate with the best public access golf courses in the region. The City has identified the following goals:

- Provide the citizens of Columbus with a great and affordable customer experience—including ease of obtaining tee times.
- Achieve revenue growth for City of Columbus golf courses through increased rounds played and the enhancement of ancillary revenue opportunities.
- Eliminate or reduce future taxpayer support for golf course operations.
- Ensure that the golf course assets (both existing and new) are properly maintained.
- Contain expenditure growth by incentivizing efficient golf course management.
- Contribute toward high priority capital improvements and maintenance needs.
- Work with the City to develop a comprehensive master plan and capital improvement plan.
- Develop highly effective customer communication and marketing initiatives, including cooperative marketing with community organizations and businesses.
- Evaluate and implement leagues, tournaments, outings, and other types of organized play and programming while maintaining good public access to the course.

Attachment B Performance Expectations

Philosophy, Intent, and Expectations

It is the philosophy, intent, and expectation of the City to provide for its citizens a quality golfing environment with course playing conditions and a customer service level commensurate with other quality golf courses in the area. The daily fees are to be comparable to those fees charged by other competing municipally owned golf courses for similar services and facilities.

The City fully expects the facilities to be operated within golf industry standards from both the management of the operations as well as the maintenance of the putting surfaces, tees, fairways, sand traps, landscaping, overall turf quality and agronomy. These high standards can be met only through a professional operator that has the adequate staffing, training and experience to provide these services on behalf of the City. The successful Proposer will be required to procure all goods and services necessary for the operation of the facilities, and to develop plans for any needed facility improvements. Full-service management Proposers will work with the City to plan and implement capital improvements.

The intent of this Request for Proposal (RFP) process is to award a contract to manage and operate the City's municipal courses. Under such contract, the management company will be responsible for the day-to-day operation and management of the golf courses; including, but not limited to, golf course maintenance, golf course operations, clubhouse operations, retail operations, concessions, special events, promotion/marketing, and facility improvements, and the rate structure, which may be subject to City approval.

The City shall have the right to approve the annual budget as well as any proposed capital improvement expenditures for the golf course and capital equipment prior to implementation by the management company.

General Municipal Golf Course Requirements

A. Responsibilities, Policies and Procedures

- The successful Proposer will provide a level of service (customer service, maintenance standards, etc.) at least equal to or superior to the standards that currently exist at the Columbus Municipal Golf Courses.
- The course shall be operated as a public facility in a nondiscriminatory manner.
- The successful Proposer will provide course maintenance and day-to-day playability conditions of the highest standards—See Attachment F.

- The successful Proposer will be responsible to develop and implement a robust and effective marketing program that produces positive results in terms of growth of golf rounds purchased, cart rentals, as well as concession and event sales, pro shop sales and instructional programs.
- The successful Proposer will employ state-of-the-art maintenance practices.
- The golf course and concession operations shall be open on a daily basis, from dawn to dusk, with the exception of closures due to inclement weather conditions, scheduled maintenance days shall be approved by the Public Property Director or authorized designee.
- The successful Proposer will be responsible for maintenance and daily custodial cleaning of the clubhouse facilities at quality standards (refer to Attachment G for details).
- The successful Proposer will be responsible for maintaining and cleaning the maintenance facilities that include the maintenance shop, equipment and parts storage, and offices.
- The successful Proposer will be responsible to maintain all areas of the golf course facilities litter and trash free, including the parking lot, clubhouse area, ponds, and the golf course proper.
- The successful Proposer will be required to cooperate with the City during special events and other unanticipated eventualities.
- Establish and maintain effective working relationships with the employees, City officials, golf patrons, and the general public.
- The successful Proposer will be responsible for regular pest control inspections and extermination, in compliance with all Nebraska Department of Agriculture regulations concerning pesticide applications and nutrient management.
- Smoking in any building is strictly prohibited. The successful Proposer will be required to adhere to and enforce this policy.
- Repair and maintenance items which include seeding, reseeding, and other general landscaping, tee box revisions and extensions, bunker reconstruction and restoration, and cart path repair, paving, and repaving, irrigation system, buildings, plantings, and landscaping shall be the sole responsibility of the Proposer.
- The successful Proposer will obtain and maintain all alcohol licenses and permits necessary for operation on the golf courses.

- The successful Proposer will be responsible for maintenance, repair and cleanliness of the city owned golf carts and equipment. The proposer will provide a proposal to lease city owned equipment. If the proposer chooses to not use city owned carts or equipment, that needs to be stated in the proposal. The City will then liquidate the inventory.

B. Operations and Programming

The successful Proposer shall:

- Create and maintain a high-quality golfing experience for the public.
- Implement customer service practices that will enhance and maintain the satisfaction of patrons, including, but not limited to, ideas to promote faster speeds of play. These practices shall be outlined in the proposal.
- Not permit use of the golf courses without a reasonable charge for such use.
- In addition to general operation and management staff, provide course marshals, starter, and courtesy cart services.
- Implement innovative and effective player development programs, particularly for juniors, female golfers, and senior citizens.
- Develop and implement marketing and promotion programs that will effectively improve the City's market share in the local/regional golf market, and to employ yield management strategies to encourage play during traditional slow play periods.
- Provide high-quality golf instruction programs for players of all ages and abilities, including individual and group lesson opportunities with well qualified instructors.
- Continue to enhance the facilities existing leagues as a mechanism to promote increased activity and group camaraderie at the facility. In addition, the successful Proposer is expected to host other tournaments and outings, including the Nebraska Schools Activities Association events.
- Offer a convenient Internet and mobile application based tee time reservation system with customer service benefits comparable to systems offered within the local/regional market. The successful Proposer will be required to utilize a golf-specific point-of-sale (POS) system that has proper modules for maintaining a database of customer information (e.g., zip codes, emails), electronic marketing, electronic tee sheet management, retail management, reporting, and accounting.

- Provide competent and neatly attired employees in the following areas: golf pro shop, golf course maintenance, food and beverage concession, and driving range.

C. Operating Revenues and Expenses—Reporting and Audit

- The successful Proposer will be required to submit monthly financial reports at a level of detail and in a format approved by the City. At the end of each operating year, the successful Proposer will be required to submit audited financial statements for the past year. The successful Proposer will be required to maintain cash handling and revenue control systems to ensure the accurate and complete deposit and recording of all revenues, in a form and manner acceptable to the City.
- Provide all accounting procedures requested by the City.

D. Food and Beverage Operation

The successful Proposer shall:

- Offer a quality food and beverage operation, including the indoor concession operation at the clubhouse and on the courses.
- Explain in detail its plans for operating these facilities, including proposed hours of operation and the types of merchandise, food, and beverages that will be sold.
- Attach a comprehensive company policy covering the distribution and consumption of alcoholic beverages as part of this proposal.

E. Pro Shop

The successful Proposer shall operate and manage the pro shop at quality standards, as the primary, customer friendly point of sale for course access and by providing golf merchandise for sale as appropriate.

Proposers shall explain in detail plans for operating the pro shop, including proposed hours of operation and the types of merchandise and services that will be provided.

F. Capital Improvements

The successful Proposer will annually assess needs and develop plans, including implementation strategies, for necessary and desirable capital level improvements to the golf course, training facilities, clubhouse, pro shops, food and beverage facilities, carts, maintenance facilities and maintenance equipment.

The successful Proposer shall annually submit a proposed five-year plan for capital improvements. Any capital improvement, which may include building construction, cart path construction, and development of new holes, shall be subject to City approval.

- The successful Proposer will work with the City cooperatively to plan and implement capital improvement projects. Major renovation and improvement projects will be subject to City review and will require written City approval prior to implementation.
- See Attachments C or D for more information regarding responsibilities of the successful Proposer.

G. Golf Course and Clubhouse Security

The successful Proposer will provide and maintain procedures and systems to ensure the security of the golf courses and the clubhouses, including but not limited to a fire and burglar alarm system.

H. Compliance with Laws

The successful Proposer shall comply with all City, State, and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities; in addition, the successful Proposer is encouraged to exceed accessibility requirements whenever possible and not simply provide the minimum level required. The successful Proposer shall also comply with all environmental laws in the operation and maintenance of the golf course.

Agreements and Arrangements

It is the expectation that the successful Proposer will fully comply and uphold all agreements and partnership arrangements entered into by the City.

Attachment C Management Agreement Criteria

Management Option—Fee Offer

Proposer shall submit a proposal that includes a required fee to be paid by the City to the management company. The fee offer may include an annual guaranteed minimum payment, plus any proposed, incentive-based payments. The structure and timing of the management fee payments are open to negotiation.

The successful Proposer shall maintain and provide to the City monthly and annual financial reports reflecting all revenues, expenditures, and balance sheet accounts.

Basic Requirements for Management Contract

Prior to commencement of the contract, the successful firm shall work cooperatively with the City's senior staff to further clarify the intended goals and purpose of the management contract, discuss and clarify any issues, gain an understanding of City operations, and establish responsibilities and timeframes.

The successful Proposer will assume responsibility for the following operations associated with each City golf course on an annual basis:

- Formulating and implementing business plans, maintenance, and operating programs, and budgets to be submitted to the Public Property Director or designee for approval for each fiscal year.
- Developing recommendations for green and cart fees, subject to City approval, and indexed to local or regional competitive golf facilities of similar type and quality. Setting of fees will be subject to a negotiation process and partnership between the City and the successful proposer.
- Maintain all city owned equipment used in operation of the golf facility, any additional equipment needed will be provided by the Proposer.
- Purchasing of all supplies, consumables, etc. for use in the operation of the golf course.
- Developing facilities improvements master plan, with specific recommended projects, and an implementation schedule and plans. NOTE: Under the management contract option, the City will review the facility improvements master plan and work with the management company on cost estimates, detailed design, bidding, and implementation plans. The extent of City involvement will be dependent on the size, scope, and budget of each proposed facility improvement project.

- Meeting with the City monthly, or as deemed necessary by the City, to review operations, expense/revenue reports, marketing/promotion programs, repair and improvement projects, long-range plans, etc.
- Presenting quarterly reports for both maintenance and expense/revenue reports to the Public Property Director or appointee.

City retains responsibility for the following:

- Administration of all terms and conditions of the contract.
- Approval of all fees based on proposals from the management company.
- Monitoring maintenance performance according to agreed-upon standards, specifications, and operating policies.
- Annual approvals of operating and capital budget.
- Prior approval of any and all expenses not budgeted.
- Prior approval of any alterations to existing facilities and partnering on facility improvement projects.
- Attending meetings per above.

Agreement Terms for Management Contract

A. Management Fee for Operations

Under the terms of a Fee-for-Service Management Contract, the successful Proposer may be paid a base management fee, plus an incentive management fee. Proposals should clearly indicate the basis upon which any payments will be based.

B. Term of Agreement

The term of the Agreement shall begin on an agreed-upon date, no later than [insert date], and shall end on the last day of the month preceding the fifth anniversary of the start date unless terminated by the City prior to that date. The contract may be renewed for one (1) additional five (5) year period at the City's sole discretion.

C. Capital Improvements

In addition to everyday course and facility maintenance and repairs, the successful Proposer, in cooperation with the City, will be expected to develop plans for capital improvements, to the golf course, driving range, clubhouse, and other areas. Renovations to the golf facilities may include the tee boxes, greens, bunkers, cart paths, and other projects.

Management proposals should include a proposed capital improvement plan that includes improvements to the golf course, practice facilities, and clubhouse during the term of the agreement. Proposers are to describe all proposed capital work, provide cost estimates for each discreet project. In addition, include a preliminary capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of each improvement). A brief listing of capital improvement needs are listed in Attachment J.

- The successful Proposer will annually submit a proposed five-year plan for capital improvements.
- The City shall not be liable for any encumbrances or expenditures for capital improvements that have not received the prior written approval from the City.

D. Performance Bond

The successful Proposer will be required to provide the City a performance bond, which must remain in effect for the duration of the term. The bond, in the amount of \$500,000, will be due upon contract signing.

E. Termination for Convenience

The agreement may be terminated upon mutual consent of the successful Proposer and the City.

F. Termination for Cause

The City shall have the right to terminate this agreement for cause, based on the management company's performance, as follows:

- Consistent inability to achieve mutually agreed upon financial performance goals.
- Persistent or repeated failure to meet the performance standards for the facilities.
- Persistent or repeated disregard of laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- Persistent or repeated failure to supply properly skilled workers.
- Breach of fiduciary obligations under the agreement.
- Filing of a voluntary petition for protection under federal bankruptcy laws; or the failure to obtain the dismissal of an involuntary petition under federal bankruptcy laws within 90 days.
- Discontinuance of its business or activities at the facility.
- Any other substantial breach of the agreement.

**Attachment D
Recent Operating Performance**

Van Berg Golf Course Revenue	2019-20 Activity	2020-21 Activity	2021-22 Budget
CITY & STATE SALES TAX	7,670	9,390	7,400
SALES TAX FROM GOLF PRO	0	1,810	0
CART RENTALS	38,050	46,490	30,000
FOOTGOLF	1,050	1,490	1,300
GREEN FEES	58,800	68,180	52,000
PUNCH CARDS	3,670	3,890	5,000
PASSES	7,970	14,030	18,500
CONCESSIONS	510	710	500
LIQUOR REVENUE	9,410	13,320	12,000
PRO SHOP REVENUE	0	0	0
DONATIONS	0	0	0
MISCELLANEOUS REVENUE	0	2,310	500
TRANSFERS IN	105,750	0	120,320
LAND OR PROPERTY SALES	0	0	0
TOTAL REVENUE – VAN BERG GOLF COURSE	232,880	161,620	247,720

**Van Berg Golf Course
Expenditures**

SALARIES - REGULAR	55,200	62,870	59,100
OVERTIME	1,740	2,290	1,270
TEMPORARY AND SEASONAL	23,990	21,640	24,180
SOCIAL SECURITY	6,470	5,910	5,990
GROUP INSURANCE	21,980	25,180	22,000
RETIREMENT	2,710	3,480	3,550
UNEMPLOYMENT	0	0	1,000
WORKERS COMPENSATION	760	30	750
TRAINING AND TUITION EMPLOYEE	30	90	200
RECRUITMENT/RETENTION	80	230	500
COMPUTER SUPPORT/MAINT	180	90	250
COMMISSION ON CARTS	3,810	4,660	3,000
COMMISSION ON LIQUOR	6,150	7,250	6,000
CONTRACT SERVICES	23,360	25,630	25,000
COMMISSION ON GREEN FEES	2,900	3,310	4,200
COMMISSION ON PASSES	400	630	600
BUILDING MAINTENANCE	3,420	1,990	3,500
EQUIPMENT MAINTENANCE	5,430	8,290	8,000
VEHICLE MAINTENANCE	340	0	500

GOLF CART/COURSE MAINTENANCE	1,480	1,450	7,500
IRRIGATION MAINTENANCE	2,420	2,410	2,500
EQUIPMENT RENTAL/PURCHASE	1,080	780	630
INSURANCE	2,,880	4,170	4,500
ADVERTISING AND PROMOTION	0	600	1,000
MISCELLANEOUS	200	0	200
MISC. FEES	0	20	0
REFUNDS	0	0	0
COVID-19 EXPENSES	0	0	0
SUPPLIES	1,890	2,100	2,000
OFFICE SUPPLIES	30	20	50
POSTAGE AND FREIGHT	0	0	0
FUEL	3,810	5,880	5,000
CHEMICALS	11,990	12,300	12,000
FERTILIZER	6,000	6,000	6,000
PLANTS SOD SEED FLOWERS	1,180	1,200	1,200
PRO SHOP SUPPLIES	590	780	400
PERSONAL PROTECTIVE SUPP	90	20	500
NATURAL GAS	1,680	1,830	2,500
ELECTRICITY	9,310	8,380	8,000
WATER AND SEWER	1,910	2,860	4,000
TELEPHONE	520	290	520
FOOD COSTS	0	0	0
MEMBERSHIP DUES	150	150	150
SALES TAX REMITTANCE	8,650	10,980	9,000
CAPITAL-LAND & BUILDINGS	0	0	0
CAPITAL-NEW CONSTRUCTION	0	0	0
CAPITAL-EQUIPMENT	0	0	1,000
CAPITAL-VEHICLES	0	0	0
TOTAL EXPENDITURES – VAN BERG GOLF COURSE	214,240	235,790	247,720

	2019-20 Budget	2020-21 Budget	2021-22 Budget
Quail Run Golf Course Revenue			
DEPRECIATION	34,090	30,030	0
CITY & STATE SALES TAX	15,910	21,250	15,000
SALES TAX FROM GOLF PRO	0	4,550	2,040
FEDERAL GRANTS	0	0	562,500

CART RENTALS	73,180	92,400	120,000
GREEN FEES	83,690	111,630	150,000
PUNCH CARDS	25,310	20,010	50,000
PASSES	45,140	79,510	110,000
CONCESSIONS	1,220	1,780	5,000
DRIVING RANGE	3,050	3,830	5,000
LIQUOR REVENUE	18,490	33,910	55,000
PRO SHOP REVENUE	0	0	0
GOLF LESSONS	0	0	0
DONATIONS	0	0	600
MISCELLANEOUS REVENUE	20	208,620	0
REFUNDS	0	0	0
TRANSFERS IN	758,230	422,800	349,820
LAND OR PROPERTY SALES	940	0	0
BOND PROCEEDS	0	0	0
TOTAL REVENUE – QUAIL RUN GOLF COURSE	1,059,270	1,030,320	1,424,960

	2019-20 Budget	2020-21 Budget	2021-22 Budget
Quail Run Golf Course Expenditures			
SALARIES AND WAGES	125,260	122,110	133,380
OVERTIME	2,220	2,380	19,710
TEMPORARY AND SEASONAL	56,180	54,940	65,000
SOCIAL SECURITY	13,680	14,090	16,690
GROUP INSURANCE	24,450	33,440	30,000
RETIREMENT	5,780	8,290	10,200
UNEMPLOYMENT	3,680	(1,180)	4,500
COMPUTER SUPPORT/MAINT	180	90	250
COMMISSION ON CARTS	3,810	4,660	3,000
COMMISSION ON LIQUOR	6,150	7,250	6,000
CONTRACT SERVICES	23,360	25,630	25,000
COMMISSION ON GREEN FEES	2,900	3,310	4,200
COMMISSION ON PASSES	400	630	600
BUILDING MAINTENANCE	3,420	1,990	3,500
EQUIPMENT MAINTENANCE	5,430	8,290	8,000
VEHICLE MAINTENANCE	340	0	500
GOLF CART/COURSE MAINT	1,480	1,450	7,500
IRRIGATION MAINTENANCE	2,420	2,410	2,500
EQUIPMENT RENTAL/PURCHASE	1,080	780	630
INSURANCE	2,880	4,170	4,500

ADVERTISING AND PROMOTION	0	600	1,000
MISCELLANEOUS	200	0	200
MISC FEES	0	20	0
REFUNDS	0	0	0
COVID-19 EXPENSES	0	0	0
SUPPLIES	1,890	2,100	2,000
OFFICE SUPPLIES	30	20	50
POSTAGE AND FREIGHT	0	0	0
FUEL	3,810	5,880	5,000
CHEMICALS	11,990	12,300	12,000
FERTILIZER	6,000	6,000	6,000
PLANTS SOD SEED FLOWERS	1,180	1,200	1,200
PRO-SHOP SUPPLIES	590	780	400
PERSONAL PROTECTIVE SUPP	90	20	500
NATURAL GAS	1,680	1,830	2,500
ELECTRICITY	9,310	8,380	8,000
WATER AND SEWER	1,910	2,860	4,000
TELEPHONE	520	290	520
FOOD COSTS	0	0	0
MEMBERSHIP DUES	150	150	150
SALES TAX REMITTANCE	8,650	10,980	9,000
WORKERS' COMPENSATION	1,920	1,030	2,200
TRAINING AND TUITION	990	340	2,000
EMPLOYEE RECRUITMENT/RETENTION	330	760	2,000
PROFESSIONAL SERVICES	0	120	8,000
COMPUTER SUPPORT/MAINT	2,560	5,610	5,000
COMMISSION ON CARTS	7,320	9,240	10,000
COMMISSION ON LIQUOR	13,860	18,580	20,000
CONTRACT SERVICES	46,840	51,930	50,000
COMMISSION ON GREEN FEES	4,780	5,920	7,000
COMMISSION ON PASSES	2,030	3,580	4,000
BUILDING MAINTENANCE	4,020	10,220	9,000
EQUIPMENT MAINTENANCE	25,930	28,630	28,000
VEHICLE MAINTENANCE	490	30	1,000
GOLF CART/COURSE MAINT	13,800	18,970	25,000
IRRIGATION MAINTENANCE	4,840	15,180	15,000
BUILDING RENTAL/LEASE	4,840	15,180	15,000
EQUIPMENT RENTAL/PURCHASE	240	1,600	2,500

INSURANCE	5,470	11,460	12,000
CLAIMS AND SETTLEMENTS	54,900	0	0
ADVERTISING AND PROMOTION	4,040	2,840	7,000
MISCELLANEOUS	5,250	0	2,000
MISC FEES	7,960	13,670	10,000
COVID-19 EXPENSES	0	0	0
SUPPLIES	8,460	6,790	7,500
OFFICE SUPPLIES	50	80	750
POSTAGE AND FREIGHT	0	10	20
FUEL	10,520	12,360	20,000
CHEMICALS	24,670	24,240	35,000
FERTILIZER	15,430	10,730	16,000
PLANT SOD SEED FLOWERS	4,600	3,840	4,500
PRO SHOP SUPPLIES	2,130	2,750	2,500
PERSONAL PROTECTIVE SUPP	90	130	500
NATURAL GAS	1,060	1,170	1,250
ELECTRICITY	24,060	19,850	26,000
WATER AND SEWER	4,770	4,950	5,000
TELEPHONE	1,940	1,480	2,000
REFUSE	70	50	1,250
FOOD COSTS	0	0	0
MEMBERSHIP DUES	670	1,480	1,500
SALES TAX REMITTANCE	17,730	25,540	0
CAPITAL-LAND & BUILDINGS	352,930	1,258,330	750,000
CAPITAL-NEW CONSTRUCTION	0	9780	0
CAPITAL-EQUIPMENT	0	0	50000
CAPITAL-VEHICLES	0	0	0
DEPRECIATION	155,010	204,530	0
TOTAL EXPENDITURES – QUAIL RUN GOLF COURSE	1,063,010	2,021,870	1,424,950

2022 APRIL GOLF ACTIVITY REPORT

ROUNDS	2022 QR	QR (2021)	2022 VB	2021 VB	2022 VB pass	2021 VB pass	FootGolf 2017		FootGolf 2020	
							Players	Rentals	Players	Rentals
Jan	0	0	21	35	48	61	185	57	9 / 82	7 / 75
Feb	419	0	14	4	32	7	\$1,829.20		\$1,080.45	
March	645	1204	58	183	133	277				
April	2030	2661	560	602	542	633				
May		2751		1200		875				
June		3291		1003		826				
July		3093		1218		991				
Aug		3176		1752		963				
Sept		2011		463		298				
Oct		1495		320		190				
Nov		726		67		84				
Dec		392		36		86				
	3094	20800	653	6883	755	5291				

	Rounds By Comparison			WEATHER DAYS	\$\$ GOLF COURSE REVENUE \$\$					
	QR	VB	Total Rds		Total Rev	QR	VB	Passes/Punch		
2006	14,145	3,636	17,781	33	380,114.13	250,815.13	51,345.00	77,954.00	Jan-Dec 2006	
2007	13,856	3,921	17,777	37	374,656.70	247,502.95	52,484.75	74,669.00	Jan-Dec 2007	
2008	16,490	3,322	19,812	29	392,168.16	269,130.62	45,071.64	77,965.90	Jan - Dec 2008	
2009	24,044	5,805	29,849	30	440,517.65	296,032.27	54,070.01	90,415.37	Jan-Dec 2009	
2010	20,100	4,708	24,808	39	430,316.66	282,355.79	44,678.10	103,282.77	Jan-Dec 2010	
2011	17,231	4,255	21,486	51	403,737.50	256,447.20	44,311.40	102,978.90	Jan-Dec 2011	
2012	20,763	5,554	26,317	36	453,582.16	281,325.80	42,449.43	129,806.93	Jan-Dec 2012	
2013	17,780	6,833	24,613	32	435,869.17	242,846.89	58,229.51	134,792.77	Jan-Dec 2013	
2014	19,116	6,493	25,609	34	456,925.82	267,817.90	52,747.99	136,359.93	Jan-Dec 2014	
2015	21,206	7,014	28,220	47	466,655.67	267,674.40	58,490.34	140,490.93	Jan-Dec 2015	
2016	24,008	7,029	31,037	35 + 6	473,738.90	286,042.87	52,593.92	135,102.11	Jan-Dec 2016	
2017	21,905	6,230	28,135	43	478,110.61	275,744.95	54,269.26	148,096.40	Jan-DEC 2017	
2018	21,434	6,224	27,658	49	474,776.79	269,995.46	59,190.46	145,590.87	Jan-DEC 2018	
2019	10,083	8,001	18,084	X	278,628.11	113,332.47	84,097.59	81,198.05	Jan-DEC 2019	
2020	17,810	10,898	28,708	X	347,698.60	167,879.17	97,728.87	82,090.56	Jan-DEC 2020	
2021	20,800	12,174	32,974		438,628.65	209,528.41	112,344.03	116,756.21	Jan-DEC 2021	9 HOLES CLOSE AT QUAIL
Jan-Apr 2021	2021	3,865	1,782	5,647	173,891.37	56,196.58	15,232.44	102,462.35	Jan-Apr 2021	
Jan-Apr 2022	2022	3094	1408	4,502	206,805.63	61,786.00	11,838.01	133,181.62	Jan-Apr 2022	
					plus 19%	plus 10%	minus 23%	plus 30%		

**Attachment E
Fee Schedule**

GOLF COURSES

QUAIL RUN

Daily Green Fees	Rate
Weekday 9-hole	\$ 17.76
Weekday 18-hole	\$ 27.10
Weekend/Holiday 9-hole	\$ 23.83
Weekend/Holiday 18-hole	\$ 34.81
Junior/Senior/Super Senior Weekday 9-hole	\$ 14.02
Junior/Senior/Super Senior Weekday 18-hole	\$ 20.56
Twilight (two hours before sunset any day)	\$ 13.08
Winter Rates December 1 – March 31	Rate
9-holes	\$ 14.02
9-holes w/cart	\$ 18.69
18-holes	\$ 20.56
18-holes w/cart	\$ 27.10
Season Pass	Rate
Junior 7-day	\$ 220.26
Young Adult 7-day	\$ 514.02
Single 7-day	\$ 929.91
Family 7-day	\$ 1,308.41
Senior 7-day	\$ 836.45
Super Senior 7-day	\$ 742.99
Additional Spouse Pass for Above Categories	\$ 350.47

Individual Installment Pass	\$274 down payment due no later than February 15 th and four payments of \$185 due February 28 th , March 31 st , April 30 th , and May 31 st
Family Installment Pass	\$351 down payment due no later than February 15 th and four payments of \$263 due February 28 th , March 31 st , April 30 th , and May 31 st
Punch Cards (Individual or Corporate)	Rate
20 Punch 9-hole	\$ 350.47
20 Punch Senior/Super Senior 9-hole	\$ 280.37
20 Punch 18-hole	\$ 542.06
Combo 9/18-hole (10 punches each)	\$ 411.20
High School Teams – with range balls (Monday – Friday)	\$1,916.00
Cart Fees	Rate
9-hole	\$ 10.75
18-hole	\$ 16.12
Senior/Super Senior 9-hole	\$ 9.81
Senior/Super Senior 18-hole	\$ 14.95
Annual 1/2 Cart Pass	Rate
Individual	\$ 654.21
Spouse of Individual	\$ 327.11
Individual Senior/Super Senior	\$ 523.36
Spouse of Individual Senior/Super Senior	\$ 261.68
Age is determined by age at time of purchase.	

Junior – 18 and Under Young Adult – 19-23 Regular Adult – 24-59 Senior – 60-69 Super Senior – 70 and Over	
Passes not valid for corporate/company/state or booster outings	
Fees are set by golf professional and are subject to change.	
Reel Sharpening	Rate
One cutting unit (reel and bedknife) grinding only	\$ 50.00
Additional labor per hour plus parts	\$ 50.00
Minimum charge one hour	\$ 50.00

VAN BERG - Golf

Daily Green Fees	Rate
Weekday	\$ 13.08
Weekend/Holiday	\$ 15.89
Junior/Senior/Super Senior Weekday	\$ 11.21
Twilight (two hours before sunset any day)	\$ 10.28
Junior golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult	
Cart Fees	Rate
9-hole	\$ 10.75
18-hole	\$ 16.12
Senior/Super Senior 9-hole	\$ 9.81
Senior/Super Senior 18-hole	\$ 14.95

Season Pass	Rate
Junior 7-day	\$ 220.26
Young Adult 7-day	\$ 514.02
Single 7-day	\$ 929.91
Family 7-day	\$ 1,308.41
Senior 7-day	\$ 836.45
Super Senior 7-day	\$ 742.99
Additional Spouse Pass for Above Categories	\$ 350.47
Individual Installment	\$274 down payment due no later than February 15 th and four payments of \$185 due February 28 th , March 31 st , April 30 th , and May 31 st
Family Installment	\$351 down payment due no later than February 15 th and four payments of \$263 due February 38 th , March 31 st , April 30 th , and May 31 st
Punch Cards (Individual or Corporate)	Rate
20 Punch Regular	\$ 261.80
20 Punch Senior/Super Senior	\$ 224.29
Lockbox (if used) - \$10 for all day – tax included	
Age is determined by age at time of purchase. Junior – 18 and Under Young Adult – 19-23 Regular Adult – 24-59 Senior – 60-69 Super Senior – 70 and Over	
Passes not valid for corporate/company/state or booster outings.	
Fees are set by golf professionals and are subject to change.	

VAN BERG – Foot Golf

Daily Green Fees	Rate
Regular Rate:	
9-holes	\$ 10.00
18-holes	\$ 15.00
Junior Rate (15 and under)	
9-holes	\$ 7.00
18-holes	\$ 12.00
Ball Rental	\$ 3.00

Attachment F

Golf Course Maintenance Standards

Golf Course Maintenance Guidelines

The work includes maintenance of grass on greens (including putting greens and perimeter slopes), tees (including practice tees), approaches, collars, ditches, fairways, roughs, sand traps, driving range, lakes and maintenance of trees, shrubs and landscaping throughout the entire acres covered by this contract. Note: Where specific fertilizers, chemicals, seed, supplies, products, or techniques are specified below, similar items or techniques of equal or better effectiveness that are without additional cost to the City may be used if preapproved by the Public Property Director or appointee.

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of successful Proposer's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The successful Proposer's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments, and other unforeseen problems.

1. Mowing Guidelines:

- a. Greens will be mowed every day the course is open for play at a height of cut that is acceptable to the City without causing undue stress to the turf. Typically, a cutting height between 5/32 inches to 1/4 inch will be maintained. Greens should be maintained to achieve at least an "8-foot "stimpmeter" reading. The integrity of the original size of greens shall be maintained.
- b. Tees will be mowed three times per week. A mowing height of 1/4 inch to 1/2 inch will be maintained. No more than 33 percent of the leaf surface will be removed at any one mowing. The integrity of the original size and design of tees shall be maintained.
- c. Fairways, approaches, and collars will be mowed three times per week during the active growing season and two times per week during the cooler periods. A height of cut of 1/2 inch to 3/4 inch will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week when the fairways are overseeded. No more than 33 percent of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.

- d. Tee and green slopes and roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of 1-1/4 inch to 1-1/2 inch will be maintained.
- e. Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

2. Aeration Guidelines:

- a. Greens will be aerated as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. Two to three conventional core aerations (2 inches deep on 2-inch centers, minimally) coupled with one deep tine aeration during the summer months will be performed annually. Spiking of all greens shall be performed between aerations to maintain proper water infiltration.
- b. Tees will be aerated two times, minimally, during the year with a conventional aerator to alleviate compaction and help control thatch.
- c. Fairways/roughs will be aerated one time, minimally, during the summer months to alleviate compaction. Also, supplemental aerations will be done on the heavily compacted areas and may be accomplished with a deep-tine aerator.

3. Verticutting/Spiking Guidelines:

- a. Greens will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every two weeks during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerations in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerations. Spiking of the greens will be performed regularly.
- b. Tees will be vertically mowed in conjunction with the aeration services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy."
- c. Fairways and roughs will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

4. Top Dressing Guidelines:

- a. Greens will be top dressed in conjunction with the verticutting/spiking and aeration operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.

- b. Greens will be top dressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be “dusted” with top dressing.
- c. Tees will be top-dressed two times during the summer in conjunction with the aeration operations. In addition, the divots will be filled in on a weekly basis, minimally, to ensure an even playing surface.
- d. Green sand will be made available to both facilities for top dressing of the practice range tee and to fill sand buckets on the golf carts.

5. Fertilization Guidelines:

- a. Greens will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, and K determined by soil and tissue testing. Only “miniprill” and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
- b. Tees will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing. During overseeded months, the applications of fertilizer will be adjusted as necessary to ensure that quality teeing areas are present.
- c. Fairways, irrigated roughs, and slopes will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, and K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aeration, will be used as necessary to assist in keeping the pH at a desirable level.

6. Overseeding Guidelines:

- a. Greens will be overseeded as needed each fall with an initial seeding rate of 18 pounds of seed per 1,000 square feet. Additional seed will be added as necessary to ensure a good germination and juvenile development. Standard industry guidelines will be followed during this procedure.
- b. Tees will be overseeded each fall with a perennial ryegrass/Kentucky bluegrass blend at a seeding rate of 15 pounds per 1,000 square feet on par 4 and par 5 and a 20-pound per 1,000 square feet seeding rate will be utilized on par 3. Regular seeding and sanding of divots will be performed throughout the overseeded months.

- c. Fairways will be overseeded each fall with a Kentucky bluegrass blend at a seeding rate of 100 pounds per acre. Regular seeding and sanding of divots will be performed throughout the overseeded months.

7. Bunker Maintenance Guidelines:

- a. Mechanical raking of the bunkers will be performed five times per week. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked. The integrity of the original size and design of each bunker shall be maintained.
- b. Edging of the bunkers will be performed monthly to ensure a manicured appearance at all times.
- c. Mowing of the bunker faces will be performed weekly throughout the growing season and as needed throughout the remainder of the year.
- d. Additional sand will be added as needed throughout the year to maintain an average depth of 4 inches in all parts of the bunkers.

8. Equipment Repair Maintenance Guidelines:

- a. The successful Proposer will follow all manufacturers' guidelines in the maintenance and repair of equipment. All of the successful Proposer's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

9. Irrigation Guidelines:

- a. The irrigation systems will be repaired and maintained on a regular basis by qualified staff of the successful proposer.
- b. These employees may be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.
- c. The successful proposer will be responsible for submitting and implementing a well maintenance/operation program. The well maintenance/operation program should include a routine monitoring of water level, hours run, gallons per minute, and specific capacity of the well.

10. Integrated Pest Management Guidelines:

- a. The goal is to have the City of Columbus golf course as weed- and insect free as possible and to prevent any damaging outbreaks of pests. The successful proposer's approach to the control of damaging pests and weeds

will include curative and preventative types of control measures using the most appropriate products available.

- b. The successful proposer will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the course including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects, or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. All fairways will be inspected weekly for the presence of damaging pests, insects, or fungus and treated appropriately to prevent turf damage.
- c. Fire ant mounds and worm damage throughout the golf course will be controlled on an as-needed basis.

11. Other Maintenance/Service:

The successful proposer will be responsible for properly moving the cups and tee markers and repairing ball marks every day the course is open for play. In addition, all trash will be removed, divot buckets will be filled, and the ball washers checked for clean towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.

12. Trash and Debris Removal:

During the course of the day, any trash or nonorganic debris on the golf course will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of successful proposer.

13. Organic Materials and Tree Debris Removal:

During the course of the day, any tree debris or organic materials on the golf course will be picked up. This will be hauled to a legal disposal site and disposed of. Removal from the property, when necessary, will be the responsibility of the successful proposer.

14. Deep Rough/Natural Areas Maintenance:

- a. The successful Proposer will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation, and weeds. Any removal of trees greater than 2 inches in caliper is not the responsibility of the successful proposer, unless the trees are leaning at more than a 45-degree angle.

- b. The successful proposer will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf course.

15. Cart Path Maintenance:

All golf cart paths will be kept clean of cut grass and shall be edged monthly during the active growing season and as needed the balance of the year. Standing water problems on cart paths will be promptly corrected by the successful Proposer. The successful Proposer will repair or is responsible for repair to cart path breaks due to irrigation repairs.

16. Lakes:

All aquatic weed control is the responsibility of the successful Proposer. The successful Proposer's personnel will remove litter and trash from the water bodies on a regular basis. All lakes and ponds shall be kept free of all unwanted aquatic plant life.

17. Landscape Beds Maintenance:

The successful Proposer will install and maintain flowering plants in select landscape beds throughout the golf course. This will include weed control, watering, fertilization, and pest control. The successful Proposer will work with the City in determining planting designs.

18. Buildings:

The successful Proposer will maintain the landscape surrounding the maintenance buildings, cart shed, and clubhouse buildings on the golf course in a good, operable, and sanitary order. Any required repairs, replacement, rebuilding, and restoration would be brought to the attention of the Public Property Director immediately. All such repairs, replacements, rebuilding, and restoration will be the responsibility of the successful proposer.

19. Portable Restrooms:

The successful Proposer will provide portable restrooms at both courses. Portable restrooms will be well maintained and serviced as needed.

Attachment G
Building Maintenance Standards/Custodial Maintenance Standards

Daily Custodial Duties and Requirements

- Empty waste receptacles and replace plastic liners as needed. Refuse removal is the responsibility of the successful proposer.
- Clean and sanitize the interior and exterior surface of all trash containers.
- Vacuum all areas of the building's interior carpet. Vacuum any floor mats and entry mats located at entry/exit doors. Spot clean any areas as needed.
- Dust mop all non-carpeted floors then damp mop afterwards.
- Clean and sanitize drinking fountains and remove encrustations, watermarks, etc. Polish as needed, using approved metal polish.
- Remove cobwebs on walls, ceiling corners, or any other places.
- Dust around cleared areas of furniture tops, desk tops, vacant shelves, windowsills, ledges, chairs, benches, etc.
- Clean and wipe down all chairs as necessary.
- Pick up litter, trash and debris at entryways, parking lots and grounds as needed; this is to include areas around the trash dumpsters.
- At entranceways, remove lint, cobwebs, debris, and mud from walkways, steps, floors, canopies, and ceiling corners. If necessary, remove bird droppings.
- Clean and sanitize public telephones and any ledges and side panels of phone area.
- Clean entry door surfaces, door glass, and adjacent glass and frames. Clean entry door handles, push plates, and kick plates.
- Clean top surface of exterior patio tables, chairs and picnic tables.
- In break rooms, lounges, etc., clean sinks and counter tops using sanitizing agent. Clean table tops and chairs. Fill any paper towel and soap dispensers.
- In break rooms, lounges, etc., clean microwave oven inside and outside and exterior surface of refrigerator door.
- Clean surfaces doors, door panels, control panels, and door tracks.
- Spot clean carpets and hard floors as needed.
- Resupply towels, soap, toilet paper, and other items as required.
- Clean all sinks and countertops.

- In restrooms, clean mirrors, countertops, sinks, and fixtures using germicidal solution.
- Clean toilet seats, inside bowl, bowl rims of toilet, base (including hold-down bolts), as well as unclog toilets as necessary. Clean urinals in like manner. USE OF SANITARY DISPOSABLE NON-STERILE RUBBER GLOVES IS MANDATORY. Gloves are to be changed with each restroom cleaning. DO NOT USE ACID BASED TOILET BOWL CLEANER ON ANY METAL SURFACES.
- Spot clean ceramic tile/concrete walls, removing stains, heavy soil, graffiti, candy, gum, or any other foreign material. Clean stall partitions in like manner.
- Mop bathrooms with germicidal solution.
- Spot clean baseboards to remove build-up of dirt and foreign matter.
- Clean and polish all stainless steel and chrome.
- Clean and organize custodial closet at end of each shift.
- Change ceiling tiles as need.
- Report needed building repairs to Public Property Director or appointee.

Weekly

- Blinds and other window coverings are to be dusted or vacuumed on both sides.
- Clean interior and glass surface.
- Spot clean walls and cubicle partitions.
- Heavy sweep all loose soil, rocks, debris, etc. from concrete areas around clubhouse buildings and cart shed.
- Pour one-gallon germicidal or detergent solution into floor drains. Clean grate to remove mildew or other stains.

Monthly

- Wipe dust accumulation on wall artwork, photographs, white boards, bulletin boards, plants, etc.
- Vacuum and clean HVAC supply, return vents, and surrounding ceiling.
- Remove any floor finish, dirt, or other foreign matter from all baseboards.

Quarterly

- Clean ceiling and light diffusers/covers (only if diffusers and covers are removable without tools). Dust/wipe bulbs.

Semiannual

- Extract/shampoo all carpeted areas.

Additional Duties as Needed (but not limited to)

- Repair sheetrock.
- Replace base covers.
- Change out lightbulbs.
- Change out flags.
- Minor plumbing repairs.
- Paint facilities' interior/exterior.

Attachment H Background Information

Columbus is the tenth largest city in Nebraska with a 2020 population of 24,028 and the regional hub to live, work, and play. Columbus has 19 parks covering over 400 acres. Within these parks there are 15 ball fields, 18 playgrounds, 11 soccer fields, three football fields and four lakes. Additionally, Columbus is home to the Pawnee Plunge Water Park, which is next to Van Berg Golf Course and brings thousands of visitors to Columbus each year.

**Attachment I
Proposer's Questionnaire**

The Proposer recognizes that in selecting a company/agent, the City of Columbus will rely, in part, on the answers provided in response to this questionnaire. Accordingly, Proposer warrants to the best of its knowledge that all responses are true, correct, and complete. The City of Columbus reserves the right to contact each and every reference listed below and shall be free from any liability to Proposer for conducting such inquiry.

Company Profile

Number of Years in Business: _____

1. Number of Employees: _____ (company wide) Number of Employees: _____
(servicing location)
2. Annual Sales Volume: _____ (company wide) Annual Sales Volume: _____
(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years.
4. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the City of Columbus.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

Attachment J
Capital Improvement Plan

**Attachment K
City of Columbus Execution of Offer Form**

Request for Proposal

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL.

PROPOSER AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES SUBMITTED.

If requested, the Proposer will furnish bonding with the following company as surety:

Name of Surety Company

Address and Phone Number _____

Please list the Proposers insurance agent who shall provide the insurance policies required herein.

Name of Agency _____

Address and Phone Number _____
Contact Person _____

Execution

THE PROPOSER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE PROPOSER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL EMAILS/LETTERS OF CLARIFICATION, AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the bylaws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly

certified by the Secretary, which listing shall remain in full force and effect until such time as the administration is advised in writing to the contrary. In any case where a proposal is signed by an attorney in fact, the same must be accompanied by a copy of the appointing document, duly certified.

If an Individual:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature Date

Print Signature

WITNESS: _____

Signature

Print Signature

If a Partnership:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

If a Corporation:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

Remittance Address (if different than above)

Street and/or P.O. Box

City

State

Zip Code

NOTE: Firms must use their **full legal** name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your **full legal** name may be cause for rejection of the proposal.

Contact for Administration

NAME:

TELEPHONE:

EMAIL:

Payment Remittance Address

Street and/or P.O. Box

City

State

Zip Code

13.F. Plans, specifications, estimate of cost in the amount of \$40,000, and authorization to advertise for bids for Loup River Levee Pipe Cleaning and Inspection. (Plans and specifications on file in engineering department.)

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Loup River Levee Piping Cleaning and Inspection

RECOMMENDATION:

I recommend approval of the plans, specifications, and JEO Consulting estimate of cost in the amount of \$40,000 for Loup River Levee Piping Cleaning and Inspections, and to authorize advertising for bids.

DISCUSSION:

The US Army Corps of Engineers requires the levee sponsor, the City, to conduct inspections of all pipe assets within the levee corridor every 5 years. The last inspection was part of the levee reconstruction project in 2017. There are about 25,905 lineal feet of toe drain piping and about 1,552 lineal feet of pipe levee penetrations.

If repairs to piping or major piping cleaning work and operations are found to be needed during the inspection, these work items would be additional work and services in the contract agreement.

FISCAL IMPACT:

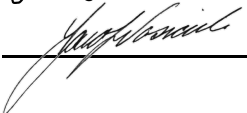
JEO Consulting estimate of cost is \$40,000. Part of 2021-2022 Budget CIP 22-023 in the amount of \$175,000. However, work is anticipated to go into next fiscal year in which funds will be budgeted. An amendment to JEO Consulting agreement for construction observation services is required for this project and budget.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: 

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

14. RESOLUTIONS

14.A. Resolution No. R22-74 amending agreement with International Association of Fire Fighters, Local No. 1575, to account for organizational changes to fire department.

RESOLUTION NO. R22-74

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT 2019/2023 WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1575, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the City of Columbus and the International Association of Fire Fighters, Local No. 1575, entered into a Collective Bargaining Agreement for the years 2019-2023; and

WHEREAS, that Collective Bargaining Agreement was approved by Resolution No. R19-152; and

WHEREAS, the City and the International Association of Fire Fighters, Local No. 1575, wish to amend said collective bargaining agreement, and said amendment is attached hereto and incorporated herein by this reference; and

WHEREAS, said amendment is necessary because the City has created the position of assistant fire chief to the fire department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the amendment to the Collective Bargaining Agreement 2019/2033 with the International Association of Fire Fighters, Local No. 1575, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

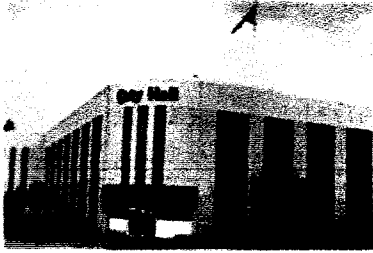
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



The City of **Columbus**

HUMAN RESOURCES DEPARTMENT
Human Resources • Risk Management
Office (402) 562-4243 • Fax (402) 563-1380

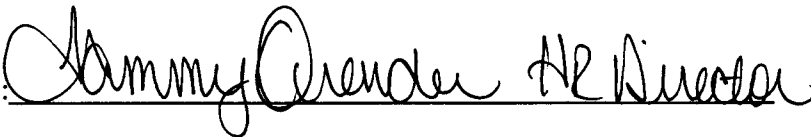
DATE: June 9, 2022
TO: Honorable Mayor and City Council
FROM: Tammy Orender, Human Resource Director
SUBJECT: Amended Fire Fighters Collective Bargaining Agreement 2019/2023

With adding an Assistant Fire Chief to the Fire Department, the Fire Fighters Collective Bargaining Agreements was amended. Attached is the amended 2019/2023 Fire Fighters Collective Bargaining Agreement.

Listed below are the sections that had updates to them:

- Article XIII Compensatory Time, Section 3 – Added Captain and Assistant Fire Chief
- Article XV, Wages – Added Captain
- Article XXII, Working out of Rank - Added Captain and the second paragraph.

SIGNATURE:

By: 



CITY OF COLUMBUS

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS**

LOCAL NO. 1575

COLLECTIVE BARGAINING AGREEMENT

2019/2023

AGREEMENT

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT 2019/2023

THIS AGREEMENT is entered into by and between the City of Columbus, Nebraska, hereinafter referred to as “Employer” and Local No. 1575, Columbus Firefighters Association, hereinafter referred to as “Union”, amending the Collective Bargaining Agreement 2019/2023 dated June 9, 2022 hereinafter referred to as “Agreement”. Employer and Union agree to amend said Agreement in the following respects:

ARTICLE I.

PURPOSE

The purpose of this Agreement is to achieve and maintain harmonious relations between the Employer and the Union, which consists of paid Fire Fighters and Fire Lieutenants hereinafter referred to as “paid Fire Fighters”; to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances. All portions of this Agreement shall be interpreted in such a manner as to further this purpose.

ARTICLE II.

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full-time paid Fire Fighters holding positions or classifications subordinate to the Chief of the Fire Department.

ARTICLE III.

MANAGEMENT RIGHTS

Section 1. Reservation and Listing of Management Rights. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement, State Statute, Civil Service Rules, or the Columbus Civil Service Commission are retained by the Employer and remain exclusively within the rights of the Employer. These rights, powers, and authority include, but are not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to and arrangement of working forces including the right to hire, promote or not promote, suspend, discharge, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of agency property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. It is specifically agreed that the above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives that may not have been specifically listed.

ARTICLE IV.

NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, religion, disability, veteran status, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article.

Section 2. Union Membership. The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at any time.

ARTICLE V.

WORK STOPPAGES AND DISRUPTIONS

Section 1. Prohibition of Work Stoppages. It is agreed that there shall be no strike, slowdown, or other work stoppage which shall in any way hinder, delay, limit, or suspend the continuity or efficiency of services provided by the Employer. The term "strike" shall include sympathy strikes and all other actions by unit employees which result in a curtailment or hindrance of the performance of their duties, whether related to a labor dispute against the Employer by any labor organization, or group of employees, or an individual, or a dispute with another employee or entity by any labor organization, group of employees, or an individual. While on duty, there shall be no refusal to cross any picket line whatsoever by any employee or group of employees, unless the crossing of such picket line poses a threat to the Union employee or employees involved. The crossing of such picket line shall occur after law enforcement authorities arrive to assist the Union employee or employees involved.

Section 2. Union Obligations. The Union agrees not to coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, or other work stoppage which could curtail, hinder, delay, limit, or suspend the continuity or efficiency of any service of the Employer.

Section 3. Individual Discipline. In addition to the legal prohibition against strikes by public employees, the Union specifically agrees that if bargaining unit members strike, refuse to cross any picket line, slowdown, or institute a work stoppage which in any way hinders, delays, limits, or suspends the continuity or efficiency of any service of the department, any or all members participating in such activity shall be subject to disciplinary measures, including discharge. The appropriateness of such disciplinary measures, including discharge, shall be subject to the grievance procedures of this Agreement for the limited purpose of determining whether the employee actually participated in the actions which are the subject of such disciplinary action. All disciplinary actions against unit employees shall be handled as outlined by State Statute, the City's Personnel Manual, and this Agreement. In the case of conflict, State Statute shall prevail.

Section 4. Penalty for Work Stoppage. The Union specifically agrees that if bargaining unit members strike, slowdown, or institute a work stoppage which in any way curtails, hinders, delays, limits, or suspends the continuity or efficiency of any service of the Employer, the Union shall be liable to the Employer for liquidated damages in an amount equal to the wages due all bargaining unit employees engaged in such activity for each day of the strike, slowdown, or work stoppage. If the Union should fail to pay such liquidated damages, and if the Employer should be required to institute legal action to collect such liquidated damages, the Union will agree to the issuance of a consent judicial decree providing for the payment of the liquidated

damages, as computed in accordance with the formula set forth above, and all court costs, filing fees, and attorneys' fees incurred in such action.

Section 5. Employer Failure to Provide Services. The Union specifically agrees that if bargaining unit members strike, slowdown, or institute a work stoppage which in any way curtails, hinders, delays, limits, or suspends the continuity or efficiency of any service of the Employer, the Union shall save and hold harmless the Employer from any fees, costs, or judgments against it as a result of the Employer's failure to provide services to any member of the public as a result of such strike, slowdown, work stoppage, or other such similar activities as described above.

Section 6. Violation of Article. Violation of any of the provisions of this Article by any member or members of the Union shall be cause for the City to terminate this Agreement upon the giving of written notice to this effect to the President of Local 1575, Columbus Fire Fighters Association, Columbus, Nebraska.

ARTICLE VI.

CIR PROCEEDINGS

As a result of negotiations, and in consideration of this entire Collective Bargaining Agreement, the Union, on behalf of all of its members, and the City of Columbus, hereby knowingly, intelligently, and voluntarily waive their right to file any proceedings with the Nebraska Commission of Industrial Relations, or any Court within the State of Nebraska, alleging lack of comparability with respect to any wages, fringe benefits, or any other conditions of employment with respect to the terms of the contract.

ARTICLE VII.

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is hereby jointly defined to be any claim (request or complaint) by a bargaining unit member, the Fire Chief, or the City Administrator, regarding the application of the specific terms of this Agreement.

Section 2. Limitations. The grievance procedure shall not be used to change any provisions of this Agreement or any provisions of the personnel rules, regulations, or governing resolutions established by the Employer.

Section 3. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness; the exact nature of the grievance, the act or acts of commission or omission, the dates of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this contract that are alleged to have been violated, and the remedy which is sought.

Section 4. Employee Grievances. All grievances and responses shall be submitted in writing and shall be prosecuted in the following manner:

a) **Step 1.** Any bargaining unit member or members believing they have a grievance shall discuss the grievance with their immediate supervisor in an attempt to settle the grievance. A grievance not settled pursuant to such discussion, which the bargaining unit member wishes to pursue, shall be put in writing in accordance with Section 3 of this Article. The immediate supervisor shall then have seven (7) calendar days to respond to the grievance and to give an answer to the bargaining unit member. The grievance must be initiated promptly and at least within five (5) calendar days after the occurrence of the event upon which the grievance is based.

b) Step 2. A grievance not settled in Step 1, which the bargaining unit member wishes to pursue further, shall be submitted to the Fire Chief. This appeal must be initiated promptly and must be filed within ten (10) calendar days after receipt of the answer provided for in Step 1 above. An answer must be given by the Fire Chief within ten (10) calendar days after the appeal is submitted.

c) Step 3. A grievance not settled in Steps 1 and 2, which the bargaining unit member wishes to pursue, shall be appealed to the City Administrator within ten (10) calendar days after receipt of the answer under Step 2 above. The City Administrator shall give an answer within ten (10) calendar days.

d) Step 4. A grievance not settled after Step 3 may be appealed within ten (10) calendar days after receipt of the answer under Step 3 to the Public Finance, Personnel, and Judiciary Committee.

e) In the event that any of the supervisors referred to in this procedure are within the bargaining unit, no answer to any grievance by such individuals shall be binding upon the Employer unless ratified in writing by the next higher level of management outside the bargaining unit.

f) In the event any of the appeals or answers provided for in Section 5 are given by mail, the date of the postmark shall be considered the date of delivery,

Section 5. Employer Grievances. A grievance may be initiated and prosecuted by the Employer through the supervisors, the Fire Chief, or the City Administrator, by the filing of such grievance in writing in accordance with the terms of Section 3 with either the local Union President or the designated representative. Within 12 calendar days after the date of delivery of the grievance, the Union and the Employer, or their designated representatives, shall arrange for a meeting in order to

discuss the grievance. The Union will provide the Employer with an answer to the grievance within seven (7) calendar days after the conclusion of such meeting.

Section 6. Time Limits. The time limits provided for in this Article shall be strictly construed, and the failure of a grieving party to meet the time limits provided shall result in the dismissal of the grievance. Similarly, failure of a responding party to meet the limits provided for in this Article shall allow a grieving party to amend the grievance submitted and set forth the facts of the failure to respond within the time limits provided and to request additional relief due to this failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written, mutual agreement of the parties or their designated representatives.

Section 7. Time Computation. In computing any period of time prescribed in this Article, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a legal holiday (city government recognized), in which event the period extends until the end of the next day which is not a legal holiday (city government recognized). Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon that party, and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

Section 8. Decision Appeal. It is specifically acknowledged by both parties to this Agreement that any grieving party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.

ARTICLE VIII.

SCOPE OF AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the

duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. There are no oral agreements, nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. If any part of this document is declared void, all surviving portions shall remain in effect. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

ARTICLE IX.

STANDBY REQUIREMENT

Section 1. Recall for Emergencies. All members of the Columbus Fire Department covered by this agreement shall be subject to recall to duty for emergencies at the discretion of the Fire Chief.

Section 2. Standby Duty. All paid Fire Fighters, shall be subject to standby duty for emergencies at the discretion of the Fire Chief.

ARTICLE X.

WORKING CONDITIONS

Assigned Maintenance Duties. Full-time paid Fire Fighters shall, in addition to fire suppression and E.M.S. duties, perform all assigned maintenance and cleanup with respect to all the stations, the grounds, and all department apparatus and equipment.

ARTICLE XI.

REFERENCE MATERIALS

The Employer shall electronically provide and file in the Columbus City Clerk's Office the Columbus Fire Fighters' Association one (1) copy of the Rules of the Civil Service Commission of the City of Columbus and one (1) copy of the current City of Columbus Code Book. The Employer will also make available to each paid Fire Fighter a copy of the Employee Pension Book, a copy of the City of Columbus Personnel Rules and Regulations, and a copy of the Columbus Fire Departments Standard Operating Procedures (SOP) manual. Where the Union contract delineates broader or more expansive benefits or rules than are described in the City of Columbus Personnel Manual, the interpretation in the Union contract will rule. The Columbus Fire Fighters' Association shall provide each Columbus City Council Member, the Mayor, and the City Administrator a copy of the current Labor Agreement between the City of Columbus and the Columbus Fire Fighters' Association.

Any changes or amendments to the above-mentioned materials shall be forwarded to the respective parties listed above.

ARTICLE XII.

RESIDENCY REQUIREMENT

The Union and the Employer specifically agree all full-time paid Fire Fighters shall, as a condition of their employment, reside in a location which will allow them to respond to callbacks within 30 minutes. Any full-time paid Fire Fighter who does not comply with the above requirement will be subject to appropriate disciplinary action.

ARTICLE XIII.

HOURS OF WORK AND OVERTIME

Section 1. Work Schedule. The normal work schedule shall be 24 hours on, followed by 48 hours off, with the workday starting at 8 a.m. Should it be necessary in the judgment of the Employer to establish different work schedules or starting time, notice of such changes shall be given to the Union as far in advance as is reasonably possible.

Section 2. Overtime. If an employee is requested to work overtime, in an emergency situation, as determined by the Fire Chief, or person in control of the department in the Chief's absence, the employee will be expected to do so unless the employee is excused for good cause.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows:

- (a) When an employee is called back to work during an emergency, (even during an observed holiday), the employee will receive a minimum of two hours of overtime pay or one and one-half times the actual hours worked, whichever is greater. However, an employee asked to return for an emergency callback, cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period. Overtime pay earned, as a part of emergency callbacks, will be paid with each paycheck.
- (b) All other time worked in excess of 106 hours in a 14-day pay period for regular paid Fire Fighters and all other time worked in excess of 40 hours for beginning paid Fire Fighters working a 40-hour week.

(c) In lieu of pay for overtime under (a) and (b), an employee may be granted compensatory time as provided for in Section 3.

Section 3. Compensatory Time. At the option of the Fire Chief, employees may be granted compensatory time off with pay in lieu of pay for overtime hours worked. Compensatory time shall be accrued at a rate of one and one-half times the number of overtime hours worked and may be accrued to a total of 240 hours. Any employee who has accrued compensatory time off and has requested the use of such compensatory time shall be permitted by the City to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Columbus Fire Department. Any employee having accrued compensatory time shall, upon termination of employment, be paid for such unused compensatory time at a rate of compensation not less than the average regular rate received by the employee during the last three years of employment or the final regular rate received by the employee, whichever is higher. Compensatory time shall count as hours worked when it is banked on the time sheet but not when used. Compensatory time request must be submitted for approval to the Captain, Fire Chief or Assistant Fire Chief and approved within 24 hours of the time requested to be off.

ARTICLE XIV.

PHYSICAL AGILITY TESTS

All employees within the bargaining unit shall be required, once a year on a date determined by the Fire Chief, to take a Physical Agility Test. The Physical Agility Test shall be the test currently developed for the Columbus Fire Department as of August, 2018 hiring test, including any future amendments or modifications made to that test, as jointly agreed upon by the Fire Chief and bargaining unit, in good faith, as representing physical tasks and exertion levels expected of a firefighter. The test shall be pass/fail

and shall clearly identify minimum criteria for passing and critical failure criteria. Age-based adjustment to minimum criteria can be accepted with joint agreement of the Fire Chief and bargaining unit, however, failure to complete any portion of the test will result in the employee failing the overall physical agility test. All employees shall be required to pass this test. If an employee fails the test, the employee shall be placed on automatic probation for six (6) months and shall be allowed to take the test again within the six (6) month probation period. If the employee fails the test a second time, the employee shall be suspended pending action by the Civil Service Commission regarding possible termination.

ARTICLE XV.

WAGES

The Employer will adopt the following wage increase:

2019-2020	2.5% increase
2020-2021	2.5% increase
2021-2022	3.0% increase
2022-2023	Wage study will be performed

For year four (2022-2023) of the contract, the average of the starting rate and the average of the maximum rate for paid Fire Fighters in effect on October 1st of 2022 for the towns of Beatrice, Fremont, Norfolk, Hastings and North Platte will be used to establish the pay scale for Fire Fighters and Lieutenants and Captains.

Employees covered by this Agreement will be paid via direct deposit to the financial institution (s), up to three institutions, of their choice.

Advancement on Pay Scale

Step 1

Fire Fighters who meet the minimum qualifications for Fire Fighter will commence their employment on Step 1 of the Pay Plan. A Fire Fighter must complete one year at this step, with a satisfactory evaluation, to be eligible for movement to the next step.

Step 2

Thereafter, paid Fire Fighters will be eligible for a step increase on their anniversary date if they receive a satisfactory evaluation.

ARTICLE XVI.

VACATIONS

Vacation Leave: Paid Fire Fighters shall accrue vacation leave as follows:

1. After one year of service..... 109 hours
2. For each year after 5 years of service..... 131 hours
3. For each year after 10 years of service..... 174 hours
4. For each year after 15 years of service..... 182 hours
5. For each year after 20 years of service..... 230 hours

After the first year of service, vacation leave shall be credited to each paid Fire Fighter by dividing the amount of accrued vacation leave based on years of service by the number of pay periods in the year. Paid Fire Fighters may accrue vacation leave to a maximum of 324 hours. Paid Fire Fighters shall take accrued vacation time according to seniority in each of the three shifts.

ARTICLE XVII.

HOLIDAYS

Holiday Leave: The following days shall be City holidays:

New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday Following	Fourth Friday in November
Christmas	December 25
Personal Holiday	If this holiday is not recorded on

a time sheet before the end of the calendar year, it will be forfeited.

In addition, an employee may take two hours of holiday time one day a year to attend a religious observance of their faith.

All holidays will be observed on the calendar date upon which it falls, including Saturdays and Sundays, for the purpose of paying holiday compensation.

Holiday compensation for each active employee shall be 12 hours of overtime pay for the observed holiday, whether or not they are scheduled to work on the holiday.

ARTICLE XVIII.

INSURANCE

The Employer agrees to provide employer paid long term disability, life insurance, and single or family health insurance with coverage identical to all other qualified employees. The Employer agrees to offer each eligible employee a "family

plan” of hospital and medical coverage, identical to non-union staff. If this option is chosen, the Employer will pay 87.2% of the premium. The employer will pay 93% of the premium for the duration of the contract for any employee with “single plan” for hospital and medical coverage. When adjustments of plan benefits and cost are developed by the Employee Health Committee, at least two paid Fire Fighters are welcome to participate at each meeting to provide guidance at these meetings as they have in the past.

The benefit levels described in Article XVIII will remain constant as in existence in current group insurance contracts such as the Schedule of Benefits listed in the Plan Booklet. Concerning dental coverage, paid Fire Fighters may participate in the dental program as other employees.

The Employer agrees to add the opportunity for those paid Fire Fighters age 50 or over who retire with at least 20 years of service to continue without lapse of coverage on the City of Columbus Health Plan after retirement by paying the full premium themselves. It is further stipulated that the eligible paid Fire Fighter must first use up COBRA eligibility before being added back to the City’s billing system, and that eligibility will cease upon the employee becoming qualified for the Medicare Program.

ARTICLE XIX.

RETIREMENT

During the term of this Agreement, the Employer shall make pension contributions in accordance with applicable state statutes for employees in the bargaining unit.

ARTICLE XX.

UNIFORMS AND EQUIPMENT

Section 1. Equipment. The Employer will provide to each employee covered by this Agreement a bunker coat, bunker pants, helmet, protective hood, boots, and gloves. All such equipment purchased after the effective date of this contract shall be N.F.P.A. approved. The Employer will provide to each employee covered by this Agreement proper communication equipment for emergency and information purposes. All of the above equipment shall remain the property of the Employer and must be returned to the Employer upon termination of employment.

Section 2. Uniform. The standard uniform for a paid Fire Fighter, except probationary employees, shall be nine (9) work shirts (5 t-shirts, 2 polo, and 2 buttoned shirts), three work trousers, and one dress uniform consisting of pants, one white dress shirt, one black tie, one hat, and one dress jacket. Also, one yellow all weather jacket and one ¼ zip job shirt. The Employer will provide the above replacements, as necessary, for work and dress uniforms provided all worn out items are turned in to the Fire Chief. The Employer agrees that on the first pay period of the budget year, eligible paid Fire Fighters will receive a shoe/boot allowance of \$60 for daily duty. Fire Chief may determine when replacement boots are required to be purchased. The uniforms to be provided by the Employer will be of NFPA approved material, provided sufficient funds are available in the line item for uniforms in the current budget to cover the cost.

ARTICLE XXI.

SICK LEAVE

Accumulation. All full-time employees in the bargaining unit shall accumulate sick leave benefits at the rate of 12 hours per month on a calendar year basis, up to a maximum accumulation of 1800 hours.

ARTICLE XXII.

WORKING OUT OF RANK

Should a Captain become unable to perform their duties, the Lieutenant asked to take charge in the interim will receive a \$2.00 per hour pay out of rank pay benefit for the hours worked on shifts worked if the Captain will be off for 1 hour or more. If a Captain is asked to take charge in the interim, out of rank pay will not be applicable.

Should a Lieutenant become unable to perform their duties, the Fire Fighter asked to take charge in the interim will receive a \$2.00 per hour pay out of rank pay benefit for the hours worked on shifts worked if the Lieutenant will be off for 1 hour or more. If a Lieutenant is asked to take charge in the interim, out of rank pay will not be applicable.

ARTICLE XXIII.

PAYROLL DEDUCTION

Fulltime paid Fire Fighters may use payroll deduction for the following approved programs:

1. Health Insurance
2. Life Insurance
3. Union Dues
4. Deferred Compensation
5. Financial Institute
6. Pension
7. Flexible Benefit Plan
8. Dental Insurance
9. YMCA group discount

ARTICLE XXIV.

Section 1. EMT Certification Benefits.

<u>Fiscal Year</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
EMT-I	\$249.53 / month	\$255.77/ month	\$263.44 / month
EMT-P	\$546.14 / month	\$559.79 / month	\$576.58 / month

It is the intention of the City to pay a paid Fire Fighter premium pay for certifications, only for the highest level achieved. The premium payments will not be compounded. For example, a Fire Fighter with an EMT-Intermediate (EMT-I)/advanced EMT (AEMT) certification who later achieves the EMT-Paramedic (EMT-P) status will move from receiving \$249.53 a month in premium pay to the EMT-P premium pay rate of \$546.14 a month. The two premium rates will not be ~~in~~ paid in combination.

For year one of the contract, EMT-I/AEMT premium pay will be \$249.53 per month and EMT-P will be \$546.14 per month. During the second year of the contract, said rates will be increased to EMT-I/AEMT \$255.77 per month and EMT-P \$559.79 per month.

During the third year of this contract, said rates will be EMT-I/AEMT \$263.44 per month and EMT-P \$576.58 per month. Year four of the contract will require a comparability of the array of cities to determine rate. If comparability in EMT premium pay is below the current contract rate, the premium pay will remain at the previous year's rate. The aforementioned rates shall go into effect for a newly certified EMT-I, AEMT or EMT-P the first day of the month following the effective date of the certificate. Continuing education training, testing and licensing preapproved by the Fire Chief will be paid by the Employer.

ARTICLE XXV.

COMPLETE AGREEMENT

All negotiable items have been discussed during negotiations leading to this Agreement and therefore negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except as allowed under Article VIII.

ARTICLE XXVI.

SAVINGS

If any provision of this Agreement is declared by proper legislative, administrative, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Civil Service rules, or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII.

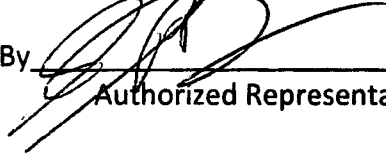
DURATION OF AGREEMENT

This Agreement shall be in effect from October 1, 2019 to September 30, 2023. This Agreement shall automatically continue in effect beyond September 30, 2023, subject to the condition that, after September 30, 2023, this Agreement may be terminated in the following manner:

- (1) By notice of termination given in writing by either party to the other 30 days in advance of the intended termination date; or
- (2) By the filing of a petition in the Commission of Industrial Relations by either party seeking a determination of wages and conditions of employment for any fiscal year beginning on or after October 1, 2023; or
- (3) By the making of a new contract between the Employer and the exclusive bargaining agent for the bargaining unit members covered by this Agreement.
- (4) All other provisions as contained in said Agreement are unaffected by this Amendment and shall remain in full force and effect. The Amendments made by this document shall become effective as of _____, 2022.

IN WITNESS WHEREOF, the parties have set their hands this 9th day of June, 2022.

FOR THE UNION

By  _____
Authorized Representative

FOR THE CITY OF COLUMBUS

By _____
Authorized Representative

14.B. Resolution No. R22-75 approving agreement with Gilmore & Associates, Inc. in an amount not to exceed \$32,500 for design and construction phase services for Lift Station Renovations 2022 (Howard Boulevard and 51 Avenue).

RESOLUTION NO. R22- 75

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH GILMORE & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$32,500 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR LIFT STATION RENOVATIONS 2022; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city selected Gilmore & Associates, Inc. through the standard selection process to provide sanitary sewer lift station on-call professional services; and

WHEREAS, the sanitary sewer lift station replacement project follows the public works department recommendation; and

WHEREAS, on-call engineering services for this project can be provided by Gilmore & Associates, Inc. as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Gilmore & Associates, Inc. in an amount not to exceed \$32,500 for design and construction phase services for Lift Station Renovations 2022, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lift Station Renovations 2022 – Short Form Agreement between Owner and Engineer for Professional Services with Gilmore & Associates, Inc.

RECOMMENDATION:

I recommend approval of the Professional Services Agreement with Gilmore & Associates, Inc. for Lift Station Renovations 2022. Gilmore & Associates, Inc. is the City's selected on-call lift station design professional.

DISCUSSION:

The agreement continues the model lift station design and construction phase services for sanitary sewer lift station No. 15 – Westbrook located on Howard Boulevard at approximately 51st Avenue. This lift station is the next on the Public Works Department list for replacements. The existing lift station is towards the end of its expected life cycle and needs replacement.

FISCAL IMPACT:

Lump sum \$32,500, which is lower than the standard and customary fee amount due to the reuse of the model lift station design details and specifications from the on-call consultant. Part of 2021-2022 CIP 20-093 in the amount of \$50,000.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2022 (“Effective Date”) between

City of Columbus, 2424 14th Street, Columbus, Nebraska (“Owner”) and

Gilmore & Associates, Inc., 2670 33rd Avenue, Columbus, Nebraska (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Lift Station Renovations - Columbus, Nebraska - 2022 (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Provide an engineering evaluation and report on extension of sewer service to the south and west of the existing “Westbrook” lift station in Columbus, Nebraska including preliminary cost estimates, and provide an evaluation and delineation of future sewer service areas that could be served by the existing lift station. Provide Engineering design, construction phase, and post-construction phase engineering services for the renovation of the “Westbrook” lift station to include new control panel, pumps, slide rails, and new pressure transducer style pump control. Provide Engineering design, construction phase, and post-construction phase engineering services for the renovation of the “Hospital” lift station to include new control panel, pumps, slide rails, VFD’s, flow meter system, replacement of the wet well top and raise the elevation of the top of the wet well approximately 2 feet.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with

the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Included)~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit. (Not Included)~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution. (Not Included)~~
- ~~I. Exhibit I, Limitations of Liability. (Not Included)~~
- ~~J. Exhibit J, Special Provisions. (Not Included)~~
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*


- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
City of Columbus

ENGINEER:
Gilmore & Associates, Inc.

By: _____

By: David B. Gilmore 

Title: Mayor

Title: President

Date _____

Date _____

Signed: _____

Signed: June 14, 2022

Address for giving notices: _____

Address for giving notices: _____

P.O. Box 1677

P.O. Box 565

Columbus, NE 68602-1677

Columbus, NE 68602-0565

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):

David B. Gilmore

Title: President

Phone Number: 402-564-2807

Facsimile Number: 402-564-2800

E-Mail Address: davidg@gilmore-engineering.com

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:
OWNER _____
ENGINEER 

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Evaluation and Schematic Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate alternate solutions which, in Engineer's opinion, are viable and available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Evaluation and Schematic Phase tasks or deliverables:

a. *Review Existing Facilities and Data*

Engineer shall review, and evaluate records pertaining to the sewer system and existing lift stations. Record drawings of existing facilities, existing maps, previous reports, and other pertinent data will be analyzed.

b. *Field Survey and Investigation*

Engineer shall collect any field data necessary to study, and evaluate the potential future service area of the "Westbrook" lift station. All necessary topographic data will be collected to establish elevations, surface features, encroachments, and obstructions located within the project areas. Surveying of sewer main locations will be limited to that which can be ascertained from above-ground locating methods, such as visual observation and location of manholes by magnetic locators. The field survey shall not be exhaustive nor shall it include any deep excavation to expose and confirm sewer main sizes or locations. The Owner shall be cognizant of the fact that above-ground locating methods cannot always discover the location of all existing manholes and that some of these structures may be located below paved areas which would prohibit access.

c. *Sewer Flow Projections*

Engineer shall provide a projection of sewer flows that will account for population growth and any expected residential, commercial and industrial growth. Average and peak hourly flow will be reviewed with Owner and utilized, and projected to determine design flow conditions for the proposed water and sewer extensions and lift station.

d. *Preliminary Report*

A preliminary report will be delivered to the Owner which will contain schematic layouts, design criteria, alternate solutions, cost estimates, and preliminary recommendations. The report and a summary of findings will be presented to the Owner.

e. *Final Report*

After submission of the preliminary report and appropriate review by Owner and staff, a final report will be drafted and forwarded to Owner. The final report shall amend the preliminary report to provide any changes or additional information required or requested by the Owner in its review and evaluation of the report.

7. Furnish 3 review copies of the Report and any other deliverables to Owner within 60 calendar days of the Effective Date and review it with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 7 copies of the revised Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.
- B. Engineer's services under the Evaluation and Schematic Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Engineer will coordinate services for a subsurface soil investigation of the proposed lift station site to determine design foundation bearing capacity, dewatering requirements for new construction, and any soil-related constructability issues.
 - b. Prepare preliminary 60% design completion drawings and direct a 60% design meeting with representatives of the Owner.
 6. Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: None
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the bidding documents, final drawings in both PDF and AutoCad format, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions and after approval from all required federal and/or state agencies with jurisdiction to provide such approval.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract

shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: If authorized by Owner, provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR shall be set forth in an amendment to this Agreement. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in any such amendment.
3. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for

Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's

review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress,

materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: None.
 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Evaluation and Schematic Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:
OWNER _____
ENGINEER AMJ

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions, abstract services, and real estate appraisal services.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Hydrographic surveys, with appropriate professional interpretation thereof.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

8. Wastewater, air quality, and sludge sampling and testing.
 9. Providing wetland delineation or wetland mitigation services.
 10. Providing flood plain analysis, flood plain mitigation, or no-rise analysis of any proposed improvements located in a floodway or flood plain.
 11. Providing sewer main television or other inspection services.
 12. Negotiating and land acquisition services.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, 2022.

Initial:
OWNER _____
ENGINEER

Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 32,500.00 based on the following estimated distribution of compensation:
 - a. Evaluation and Schematic Phase \$ 5,000.00
 - b. Preliminary Design Phase \$ 21,000.00
 - c. Final Design Phase \$ 3,000.00
 - d. Bidding and Negotiating Phase \$ 1,000.00
 - e. Construction Phase \$ 2,000.00
 - f. Post-Construction Phase \$ 500.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in this Exhibit C is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:

OWNER _____

ENGINEER *MJ*

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

1. Travel from office at \$.585 per mile, plus travel time at above rates for both ways.
2. Per diem meal allowance.
3. Actual cost of lodging.
4. Actual cost of long distance telephone calls, telegrams, express charges, and postage other than ordinary first class.
5. Actual cost of required materials used in surveying, drafting, and related activities, including printing and reproduction costs.

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated_____, 2022.

Initial:
OWNER_____
ENGINEER_____

Standard Hourly Rates Schedule

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (as of May 1, 2016) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule

Hourly rates for services performed on or after the date of Agreement are:

Surveying

Principal Registered Land Surveyor	\$110.00
Sr. Registered Land Surveyor	\$90.00
Registered Land Surveyor	\$85.00
Sr. Crew Member	\$70.00
Crew Member	\$55.00
Jr. Crew Member	\$45.00

Engineering, Inspection, and Administration

Principal Engineer	\$170.00
Sr. Project Manager/Sr. Field Supervisor	\$110.00
Field Supervisor	\$85.00
Designer	\$85.00
Engineering Technician/Sr. Project Observer	\$80.00
Engineering Assistant	\$67.00
Senior Draftsman	\$85.00
Draftsman	\$70.00
Class IV Project Observer	\$85.00
Class III Project Observer	\$70.00
Class II Project Observer	\$65.00

Class I Project Observer	\$60.00
Accounting/Administration	\$70.00
Office Assistant/Secretary	\$50.00

This is **EXHIBIT E**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:
OWNER _____
ENGINEER MM

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Lift Station Renovations - Columbus, Nebraska - 2022

OWNER: City of Columbus, Nebraska

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Gilmore & Associates, Inc.

NOTICE DATE:

To: City of Columbus, Nebraska
Owner

And To: _____
Contractor

From: Gilmore & Associates, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:
OWNER _____
ENGINEER

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--------------------------------------------------------------------------------------|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$500,000 |
| 2) Disease, Policy Limit: | \$500,000 |
| 3) Disease, Each Employee: | \$500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ N/A |
| 2) General Aggregate: | \$ N/A |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000 |

2. By Owner:

- | | |
|---------------------------|-----------|
| a. Workers' Compensation: | Statutory |
|---------------------------|-----------|

b. Employer's Liability --

1) Each Accident	\$500,000
2) Disease, Policy Limit	\$500,000
3) Disease, Each Employee	\$500,000

c. General Liability --

1) General Aggregate:	\$1,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000

d. Excess Umbrella Liability --Combined Single Limit (Bodily Injury and Property Damage):

Each Accident \$ N/A

e. Other (specify): \$ N/A

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Gilmore & Associates, Inc.
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2022.

Initial:
OWNER _____
ENGINEER AMJ

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Columbus, Nebraska
- c. Engineer: Gilmore & Associates, Inc.
- d. Project: Lift Station Renovations - 2022

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

14.C. Resolution No. R22-76 approving agreement with HDR Engineering, Inc. in an amount not to exceed \$288,300 for design and construction phase services for Lost Creek Parkway water main extension (Lost Creek Parkway from 26 Avenue to U.S. Highway 81 and U.S. Highway 81 from Lost Creek Parkway to 63 Avenue).

RESOLUTION NO. R22- 76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH HDR ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED \$288,300 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR LOST CREEK PARKWAY WATER MAIN EXTENSION; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city standard request for qualifications process was followed and HDR Engineering, Inc. was selected for this project; and

WHEREAS, the city intends to provide a looped water system to service properties along Lost Creek Parkway which is currently only partially served; and

WHEREAS, to accomplish this, a water main extension is required on Lost Creek Parkway and U.S. Highway 81; and

WHEREAS, engineering services for this project can be provided by HDR Engineering, Inc. as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with HDR Engineering, Inc. in an amount not to exceed \$288,300 for design and construction phase services for Lost Creek Parkway water main extension, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: June 16, 2022
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lost Creek Parkway Water Main Extension – Short Form Agreement between Owner and Engineer for Professional Services with HDR Engineering Inc.

RECOMMENDATION:

I recommend approval of the Short Form Agreement between Owner and Engineer for Professional services with HDR Engineering Inc. for the Lost Creek Parkway Water Main Extension on Lost Creek Parkway from 26th Avenue to US Highway No. 81 and on US Highway No. 81 from Lost Creek Parkway to 63rd Avenue. The City standard selection process was followed.

DISCUSSION:

The project will provide water service to the remainder of properties along Lost Creek Parkway and will tie into water main construction associated with the Wishbones Addition casino project and provide a looped system. Proposed construction is approximately 25,000 feet of mainly 18 and 12-inch diameter water mains, fire hydrants, valves, fittings, and related work including connections to the existing city water system where applicable. Location of the mains will be in Lost Creek Parkway property and State of Nebraska right-of-way.

Services include submittal of the US Army Corps of Engineers Section 404 permit and 408 authorization request, Nebraska Department of Environment and Energy permit, Federal Aviation Administration 7460-1 permit, and Nebraska Department of Transportation Occupancy permit.

Projected bidding of the project is fall 2022 with construction starting in winter 2022 and completion in 2023.

FISCAL IMPACT:

Hourly not to exceed amount of \$288,300. Part of 2021-2022 Budget CIP 22-031 in the amount of \$300,000

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this 15th day of June, 2022, between the City of Columbus, NE (“OWNER”) a municipal corporation, with principal offices at 2424 14th Street, Columbus, NE 68602, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Lost Creek Parkway Water Main Extension (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, not to exceed \$288,300.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period described in Exhibit A. Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Columbus, NE
"OWNER"

BY: _____

NAME: James Bulkley

TITLE: Mayor

ADDRESS: 2424 14th Street
Columbus, NE 68601

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

NAME: Matthew B. Tondl, PE

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Columbus (OWNER) plans to extend the water main design along Lost Creek Parkway beginning at 18th Avenue and proceeding west along Lost Creek Parkway to US Highway 81. Connections to existing mains will be made at 33rd Avenue, 41st Avenue, and 48th Avenue and a stub out at 63rd Avenue for a future connection.

The scope of work is for the preliminary design, final design, bidding services, and construction phase services for the Lost Creek Parkway Water Main Extension.

Items of Work

1. Preliminary water main design.
2. Final water main design.
3. Permit preparation for Nebraska Department of Environment and Energy (NDEE) construction permit.
4. Permit preparation for the Federal Aviation Administration (FAA) permit.
5. Field work in support of the US Army Corps of Engineers (USACE) Section 408 submittal.
6. Evaluation of the water main design with respect to levee impacts.
7. Section 408 authorization submittal for the water main.
8. Bid phase services.
9. Limited construction phase services related to the water main construction.
10. Construction phase services related to the levee modification.
11. Section 408 inspections and modification of the levee O&M manual.
12. Coordination with USACE.

Key Understandings:

1. All travel will be in proximity to the City of Columbus, Nebraska.
2. All meetings and presentations will be at the City's offices or on site.
3. The water main size and design pressure will be provided by OWNER. The scope of work does not include hydraulic modeling.
4. The Project is currently estimated to include approximately 25,000 FT of 18 IN PVC water main.
5. The water main will be located on the north side of the Lost Creek Parkway.
6. The water mains will be within the Lost Creek Parkway right of way.
7. The water mains will be installed by open cut with the exceptions of road crossings which will be completed by jack and bore.
8. Connections will be provided for the water main connections at 26th Avenue, 41st Avenue, and 48th Avenue. Stub outs will be provided for future connections at 33rd and 63rd Avenue.
9. The scope of work does not include easement acquisition services.
10. Project funding does not include SRF or federal funding.

11. The existing survey information from the Lost Creek Parkway road project will be used for the development of the plans.
12. Additional topographical survey, as needed, will be provided by OWNER in Civil 3D format with an existing surface.
13. Geotechnical investigations will be contracted separately by OWNER with input from HDR on the boring location, depth, and testing requirements.
14. The geotechnical firm contracted by the OWNER will provide a drilling program plan including drilling procedures, borehole completion, hydraulic fracture analysis, drilling personnel, in accordance with ER 1110-1-1807 to HDR for any proposed borings that will be located within 500 feet of the Lost Creek or the Lost Creek Levee. HDR will provide their review prior to submission to the USACE.
15. OWNER will endeavor to provide all available historical geotechnical information in the project area.
16. OWNER will provide as-built drawings of the existing Lost Creek and Lost Creek Levee.
17. All draft permit applications and authorization requests will be submitted to the levee sponsor (City of Columbus) for review and approval. The USACE Section 404 permit submittals and USACE Section 408 authorization request will only be made after authorization and/or statement of no objection is received from OWNER.
18. One addendum to the Levee operation and maintenance (O&M) Manual with levee construction report will be submitted once construction is complete.
19. The scope of work does not include quality control or quality assurance testing for concrete, earthwork, or backfill.
20. The scope of work does not include construction staking.
21. The scope of work does not include floodplain permitting.
22. The construction phase services included in this scope of work are limited to the construction of the levee modifications and limited water main construction related services.
23. Construction documentation for the development of the levee construction report, including test reports, documentation of construction submittals, pre and post levee survey, and record drawings will be provided by the OWNER.
24. OWNER will pay for all fees for permits.
25. The plans, specifications, and design report will be submitted to NDEE for the construction permit.
26. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
27. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
28. OWNER will be responsible for the distribution of bid documents.
29. The proposed water main route does cross the runway flight path for the Columbus Municipal Airport. The Project will require Airport coordination and permits.
30. The scope of work includes the preparation of the permit applications for crossing Highway 81 and parallel occupancy along Highway 81.

31. OWNER will provide for daily construction observation when the contractor is working.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals. Conduct a utility coordination meeting and continue utility coordination through the course of the project.

HDR Activities **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Utility coordination.

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information required from the City.
- Attend one meeting on site with City personnel to review list of required information, address the routing of the water main, and review the connection locations on the east and west ends.
- Summarize and distribute meeting notes.

130 – Utility Coordination

- Contact utility companies with infrastructure in the vicinity of the water main alignment.
- Incorporate available information provided by the companies.
- Provide draft plans to the utility companies for confirmation.

TASK SERIES 200 – DEVELOPMENT OF PRELIMINARY DOCUMENTS

Objective: Evaluation of the proposed water main alignment and profile. Development of a basis of design report and development of the plans to 30 percent level of completion.

HDR Activities **210 – Basis of Design Report**

- Confirm the size and pressure assumptions for the design of the water main.
- Confirm pipe materials and valve requirements.

- Develop the preliminary water main profile.
- Prepare the draft basis of design report.

220 – Plan Development

- Develop plans to 30 percent level of completion.
- Identify locations where additional survey is required.
- Identify locations for the geotechnical investigations.
- Receive and review the drilling program plan.
- Submit the drilling program plan for USACE approval.

230 – Submittal and Review Meeting

- Provide two copies of the basis of design report and the preliminary plans.
- Attend one in person meeting to receive review comments.
- Complete a site visit to confirm the water main alignment and not any potential conflicts.
- Summarize and distribute review meeting minutes.

Deliverables: Basis of design report.
30 percent plans.
Review meeting minutes.
Drilling Program Plan.

TASK SERIES 300 – DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective: Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

HDR Activities

310 – Develop Plans and Specifications to 95%

- Develop plans and specifications to 95% level of completion.
The plans are expected to include:
 - Cover sheet
 - Quantities and notes sheet
 - Horizontal and vertical control sheet
 - Staging area and construction access sheet
 - Plan/profile sheets
 - Detail sheets
 - SWPPP sheets
 - Boring log sheet
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

320 – Submittal and Review Meeting

- Submit two sets of plans and specifications to OWNER for review.
- Attend one plan review meeting on site.
- Summarize and distribute meeting notes.

320 – Permit Submittal

- Incorporate City review comments.
- Submit three sets of plans and specifications to NDEE for review and approval.
- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Complete FAA permit application for OWNER execution.
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

330 – Bid Phase Services

- Provide the notice to bidders to OWNER for publication.
- Provide plans and specifications in electronic format to OWNER.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables:

95 percent contract documents for review.
100 percent contract documents.
NDEE submittal.
NDEE NPDES permit application.
Pre-bid meeting notes and addenda.
Letter of Recommendation.
CAD files for construction staking.

TASK 400 – SECTION 404 AND 408 PERMIT APPLICATIONS

TASK 410 – SECTION 404 CLEAN WATER ACT PRECONSTRUCTION NOTIFICATION

Objective: Acquire a Section 404 Clean Water Act Nationwide Permit for wetland and other waters of the U.S. (WOUS) impacts that would occur during construction of the proposed improvements.

Items of Work

1. Wetland delineation.
2. Section 404 Clean Water Act Pre-Construction Notification (Nationwide Permit Application).

HDR Activities

411 – Wetland Delineation

- Complete on-site delineation of wetlands along route.
- Prepare wetland delineation report.

412 – Section 404 Pre-Construction Notification

- Prepare Section 404 Pre-Construction Notification to include a complete description of the proposed improvements, and documentation of impacts on all wetlands and other WOUS. Electronic files of the documents will be submitted to the OWNER and USACE for review and approval.

Understandings and Assumptions:

1. Wetlands within the project area will be delineated by HDR and the boundaries established will be used for the Pre-Construction Notification.
2. One Section 404 PCN will be developed and the proposed water main will be authorized via Nationwide Permit (an Individual Permit will not be required).
3. Minor comments and clarifications on the Section 404 Pre-Construction Notification are presumed to be addressed through emails.
4. The following tasks are not anticipated to be necessary and are not included in this scope of services: wetland mitigation development, threatened and endangered species surveys, and cultural resource surveys.

TASK 420 – RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Objective: Prepare a USACE REC document to review the water main improvements during advanced design in comparison to the improvements described.

HDR Activities

421 – REC

- Prepare a REC for the proposed improvements to support a USACE Omaha District categorical permission.

- Perform a USFWS Information, Planning, and Consultation (IPaC) System analysis and a NGPC Conservation and Environmental Review Tool (CERT) analysis for threatened and endangered (T&E) species and their habitat.
- Perform a desktop Phase 1A reconnaissance study for cultural resources.
- Review regulated materials database in support of the REC.

Deliverables: Record of Environmental Consideration (to include findings of threatened and endangered species, cultural resources, and regulated materials analysis) with transmittal to the OWNER and USACE.

Understandings and Assumptions:

1. HDR assumes that there would be four iterations of the REC: one for transmittal to the OWNER, one to address comments, one for submittal to USACE, and one to address comments.
2. The USACE cultural resources group will review the Phase 1A reconnaissance study and coordinate the results with the State Historic Preservation Office (SHPO). If a field survey is determined to be required by USACE or SHPO, that service would be developed as a supplemental task.

TASK 430 – SECTION 408 SUBMITTAL

Objective: Complete Pre-Submittal coordination and development of the Section 408 authorization request for the proposed improvements.

Activities

431 – Prepare Section 408 Submittal

- Complete underseepage, stability, and settlement analyses.
- Coordinate with the design team on submittal requirements.
- Prepare geotechnical considerations memorandum for inclusion in Section 408 submittal.

432 – Prepare Section 408 Submittal

- Coordinate with the OWNER and USACE specific to the work proposed within the levee critical area and within the Lost Creek Flood Protection Project.
- Coordinate with the design team on submittal requirements.
- Prepare draft Section 408 submittal
- Submit draft Section 408 submittal to OWNER for review.
- Attend one review meeting.
- Revise submittal to incorporate review comments.
- Prepare and submit one electronic USACE package.
- Review and address comments received from USACE.
- Coordinate the response to comments with the levee Sponsor.

Assumptions:

1. The Section 408 submittal will adhere to the requirements stipulated in the September 2018 USACE Engineering Circular (EC) 1165-2-220 governing the Section 408 process for alterations to civil works structures.
2. One individual Section 408 authorization request will be submitted for full review.
3. The Columbus - Loup River LB Levee (Columbus Levee) is being submitted by the City for recertification with FEMA. The proposed project will be located landward of the Columbus Levee. In the project area, a portion of the water main alignment will be constructed within the critical area of the Columbus – Lost Creek RB Levee (Lost Creek Levee) and will be constructed between the top of bank of Lost Creek and Lost Creek Parkway. Both the Lost Creek Levee and Lost Creek are subject to Section 408 authorization. Proposed construction measures will be required to meet USACE requirements. It is assumed that a section within the Basis of Design Report will be used to document design criteria for conformance with USACE requirements and to verify proposed construction will not impact the City’s levee recertification status.
4. Proposed design will be reviewed for levee safety impacts as well as the Sponsor’s ability to operate and maintain as part of the Section 408 submittal.
5. It is assumed that the draft Section 408 submittal will be provided electronically to OWNER for review. Upon incorporation of comments, the OWNER will package the Statement of No Objection with the Section 408 Submittal and submit to USACE.
6. It is assumed that the submittal to USACE will be made at the 95% design submittal stage. It is assumed that one set of comments will be received. Comments will be delivered through email. Comments will be prepared in excel format and responses will be coordinated internally in excel format. These responses will be coordinated with the Sponsor prior to submitting responses with revised documents.
7. It is assumed that the Section 408 submittal will not require Division or Risk Management Center (RMC) review or approval. Should USACE require Division or RMC review, additional services may be required.
8. USACE approved Engineering and Construction Bulletin (ECB) Number 2019-15 *Interim Approach for Risk-Informed Designs for Dam and Levee Projects*, effective on October 8, 2019. It is assumed that a pre-submittal meeting with USACE will occur prior to completion and submittal of the Section 408 package. The potential impacts of this ECB policy will be discussed at that time. Currently there is no time allotted for incorporating risk-informed decision making into the design. Should this become a requirement, an amendment for additional services will be required.
9. USACE recently published EC 1165-2-218 *USACE Levee Safety Program*. This EC modifies aspects of the levee safety program, which will be a review element of the Section 408 authorization process. This EC includes provisions for both failure mode and risk analyses or assessments along levee systems. At this time, there is no clear guidance on how this will impact specific proponent-driven Section 408 submittals. It is assumed that failure mode and risk analyses or

assessments will not be required for the Section 408 authorization request. Should this become a requirement before the submittal date, an amendment for additional services will be required.

10. It is assumed that the City will not enter into a Section 1156 funding agreement with USACE with respect to the Section 408 authorization submittal.

TASK SERIES 500 – CONSTRUCTION PHASE SERVICES

Objective: Provide limited construction phase services for the water main installation.

Activities

510 – External Meetings

- Conduct preconstruction conference. Take and distribute meeting notes.
- Attend bi-weekly construction meetings held on site. Take and distribute meeting notes. Assumed 12 meetings.

520 – Construction Administration

- Review shop drawing submittals. Reviewed shop drawings will be provided to OWNER and contractor.
- Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives, as necessary.
- Negotiate and prepare change orders for execution.
- Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Prepare record drawings based on OWNER provided marked up documents.
- Conduct final inspection with OWNER personnel of the completed project and provide punch-list to Contractor.

530 – Resident Services - Limited

- Weekly visits to the site – 24 total.
- Observe the Contractor's progress towards completion of Project.
- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Review testing results with OWNER.

TASK 600 – LEVEE O AND M MANUAL ADDENDUM

Objective: Complete the required documentation for the preparation and submittal of the addendum to the Levee operation and maintenance (O&M) Manual and the levee construction report.

Activities: **610 – Periodic Site Visits**

- Coordinate the site visits with the resident project representative (RPR).
- Perform two periodic site visits.
- Perform photographic documentation of the construction progress.

620 – O&M Manual Addendum

- Assemble copies of quality control and quality assurance test results.
- Assemble copies of observation reports.
- Assemble the construction submittals for improvements associated with the levee critical area.
- Assemble record drawings of the completed improvements.
- Prepare construction observation summary reports.
- Prepare draft addendum and submit to OWNER for review.
- Receive review comments and finalize the addendum.

Assumptions:

1. Up to two half-day trips to the project site for field activities.
2. ENGINEER will assemble quality control documentation completed by the contractor and quality assurance test records provided by OWNER.
3. ENGINEER will prepare record drawings in accordance with OWNER requirements.
4. ENGINEER will prepare the addendum to the Levee Operations and Maintenance (O&M) manual, submit the addendum for review to OWNER, incorporate review comments, and finalize the addendum for submittal to the USACE.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Payment of all permit fees.

2. Provide for topographical survey.
3. Provide for geotechnical investigations.
4. Timely review of submitted documents – estimated two weeks.
5. Construction resident services.
6. Construction materials testing.
7. Construction staking. HDR will provide staking coordinates to the City.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	June 15, 2022
Basis of Design Report submittal	July 15, 2022
95 Percent submittal	August 25, 2022
Notice to Bidders	September 2022
Construction	Fall/winter 2022/23

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to

exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF

\$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

22. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule

and/or compensation if impacted by the force majeure event or condition.

15. ORDINANCES ON FIRST READING

15.A. Ordinance No. 22-12 amending pay plan by correcting various pay rates.

ORDINANCE NO. 22- 12

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY BY CORRECTING PAY RATE TO GRADE B2; ADDING TRANSFER STATION SCALE CLERK TO GRADE B4, CUSTOMER SERVICE SUPERVISOR TO GRADE B8, PARK & REC COORDINATOR (AQUATICS) TO GRADE B13, AND PARK & REC MANAGER TO GRADE C2; REMOVING AQUATICS MANAGER FROM GRADE B13; AND CHANGING JOB TITLE IN GRADE B10 FROM ENGINEERING AIDE TO ENGINEERING DRAFTER/AIDE AND IN GRADE C3 FROM CHIEF BUILDING INSPECTOR TO CHIEF BUILDING & CODE OFFICIAL.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Ordinance No. 21-27 establishing the pay plan for all classifications within the city be amended by correcting pay rate to Grade B2; adding Transfer Station Scale Clerk to Grade B4, Customer Service Supervisor to Grade B8, Park & Rec Coordinator (Aquatics) to Grade B13, and Park & Rec Manager to Grade C2; removing Aquatics Manager from Grade B13; and changing job title in Grade B10 from Engineering Aide to Engineering Drafter/Aide and in Grade C3 from Chief Building Inspector to Chief Building & Code Official.

2021-2022
PAY SCALE TABLE

<u>GRADE A5</u>	<u>\$12.99 - \$17.15</u>
Program Assistant	
<u>GRADE A7</u>	<u>\$13.94 - \$18.38</u>
Lead Lifeguard /Program Coordinator	
Library Assistant	
<u>GRADE B2</u>	<u>\$15.76 - \$21.28</u>
Customer Service Account Clerk	
<u>GRADE B3</u>	<u>\$16.73 - \$22.62</u>
Area Transit Driver	
Library Assistant II	
Library Maintenance Worker	
Office Associate	
<u>GRADE B4</u>	<u>\$17.32 - \$23.37</u>
Area Transit Supervisor	
Transfer Station Scale Clerk	
<u>GRADE B5</u>	<u>\$17.93 - \$24.20</u>
Customer Service Clerk	
Library Assistant III	

Office Associate II

GRADE B6 \$18.54 - \$25.07

Account Clerk
Communications Specialist (911 Dispatcher)
Finance Account Clerk
Library Assistant IV
Pool/Water Park Maintenance Technician

GRADE B7 \$19.19 - \$25.90

Account Clerk II/ Records Clerk II
Code Enforcement Technician
Community Service Technician
Customer Service Clerk II
Equipment Operator
Parks Maintenance Worker

GRADE B8 \$19.88 - \$26.83

Administrative Assistant
Aquatics Supervisor
Customer Service Supervisor
Equipment Operator II
Finance Account Clerk II
Golf Course Crew Leader
Head Cook
Senior Office Associate

GRADE B9 \$20.60 - \$27.81

Account Clerk III
Assistant City Clerk
Equipment Operator III

GRADE B10 \$21.35 - \$28.84

Engineering Drafter/Aide
Lead Communications Specialist
Mechanic
Parks Crew Leader
Public Property Maintenance Mechanic
Senior Office Associate II
Street Dispatcher
Transfer Station Operator
Wastewater Treatment Facility Operator

GRADE B11 \$22.16 - \$29.91

Accounting Specialist
Water Production Operator
Water Utility Maintenance Worker

GRADE B12 \$22.98 - \$31.04

Airport Manager
Engineering Administrative Specialist
Mechanic II

GRADE B13 \$23.83 - \$32.18

Community Center Manager
Computer Technician
Librarian
Park & Rec Coordinator
Park & Rec Coordinator (Aquatics)
Transfer Station Supervisor
Wastewater Treatment Facility Operator II
Wastewater Treatment Facility Laboratory Technician
Water Production Operator II

GRADE B14 \$24.71 - \$33.37

Cemetery Supervisor
Street Crew Leader
Water Utility Maintenance Worker II

GRADE B15 \$25.62 - \$34.59

Water Production Crew Leader
Water Utility Crew Leader

GRADE B16 \$26.57 - \$35.89

Building Inspector

GRADE B17 \$27.56 - \$37.21

GIS Supervisor

GRADE B18 \$28.59 - \$38.60

Computer/Network Technician
Engineering Project Manager

GRADE C2 \$30.24 - \$42.33

City Clerk
Golf Course Superintendent
Park & Rec Manager
Parks Superintendent
Planning & Economic Development Coordinator
Street Superintendent
Surveyor/Construction Observer

GRADE C3 \$31.92 - \$44.66

Chief Building & Code Official
Library Director
Wastewater Treatment Facility Superintendent
Water Superintendent

GRADE C4 \$33.81 - \$47.36
Assistant Fire Chief
Project Engineer

GRADE C5 \$36.01 - \$50.42
Police Captain

GRADE C6 \$38.53 - \$53.96
Communications Director
Community Development Director
Fire Chief
Public Property Director

GRADE C7 \$41.43 - \$58.00
Human Resources Director
Police Chief

GRADE C8 \$44.94 - \$62.92
Public Works Director

GRADE C9 \$48.99 - \$68.59
City Engineer
Finance Director

OTHER POSITIONS

City Administrator per Resolution R20-140 \$210,000 annual
Prosecuting Attorney \$ 3,140.00 per year through 3/15/22
City Attorney \$ 135.00 per hour
Volunteer Fire Captain-Fire \$ 7,778.50 per year
Volunteer Fire Captain-EMS \$ 7,778.50 per year
City Emergency Mgmt Director \$10,000.00 per year
Mayor per Resolution R06-107 \$10,642.00 per year
Council per Resolution R06-107 \$ 6,635.00 per year

This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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GRADE A7 \$13.94 - \$18.38
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GRADE B2 ~~\$16.17~~15.76 - ~~\$21.28~~21.82
Customer Service Account Clerk

GRADE B3 \$16.73 - \$22.62
Area Transit Driver
Library Assistant II
Library Maintenance Worker
Office Associate

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Area Transit Supervisor
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~~Aquatics Manager~~

Community Center Manager
Computer Technician
Librarian
Park & Rec Coordinator

Park & Rec Coodinator (Aquatics)

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Engineering Project Manager

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Golf Course Superintendent
~~Park & Rec Manager~~
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Planning & Economic Development Coordinator
Street Superintendent
Surveyor/Construction Observer

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Chief Building ~~Inspector~~ & Code Official
Library Director
Wastewater Treatment Facility Superintendent

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Assistant Fire Chief
Project Engineer

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This ordinance shall repeal all ordinances or portions thereof in conflict herewith and shall be in full force and effect from and after the date of its passage and publication or posting as required by law.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

16. **ORDINANCES ON SECOND READING - None**

17. **ORDINANCES ON THIRD READING - None**

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

19. **UNFINISHED BUSINESS**

19.A. Request of Platte County to discuss Highway 30/64 connector.

20. **ADJOURNMENT**