City Council Regular Meeting
Monday, March 17, 2025 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at www.columbusne.us.

{{Name: Agenda Item Name}}

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

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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.

Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

Annotations

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. McQuinn v. Douglas Cty. Sch. Dist. No. 66, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. Marks v. Judicial Nominating Comm., 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. Grein v. Board of Education of Fremont, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(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.

Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. Nixon v. Madison Co. Ag. Soc'y, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature

has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019).

- As an administrative agency of the county, a county board of equalization is a public body. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. State ex rel. Newman v. Columbus Township Bd., 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. Johnson v. Nebraska Environmental Control Council, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

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.

Source: Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. State ex rel. Upper Republican NRD v. District Judges, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. Grein v. Board of Education, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. Simonds v. Board of Examiners, 213 Neb. 259, 329 N.W.2d 92

(1983).

- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. Meyer v. Board of Regents, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section.

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, 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 website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, 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 (2)(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 committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public

body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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; and

(xiii) A natural resources district.

(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 subsections (1) and (2) 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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(4) 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.

(5) 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.

(6) 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 (5) 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.

(7) 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.

(8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 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 (5) 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 subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.
Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.
Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

Cross References

- **Emergency Management Act,** see section 81-829.36.
- **Intergovernmental Risk Management Act,** see section 44-4301.
- **Interlocal Cooperation Act,** see section 13-801.
- **Joint Public Agency Act,** see section 13-2501.
- **Municipal Cooperative Financing Act,** see section 18-2401.
- **Opioid Prevention and Treatment Act,** see section 71-2485.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on

the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).

- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." Steenblock v. Elkhorn Township Bd., 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

(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 instate 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 instate 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.

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; Laws 2024, LB43, § 21.
Operative Date: July 19, 2024

Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. Stoetzel & Sons v. City of Hastings, 265 Neb. 637, 658 N.W.2d 636 (2003).

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; 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 or kept as an electronic record and shall be 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 or keeping the minutes is absent due to a serious illness or emergency.

(6) 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 website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website 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 website for at least six months.

> **Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before

taking actions on questions or motions pending, that person waives his or her right to object at a later date. Hauser v. Nebraska Police Stds. Adv. Council, 264 Neb. 944, 653 N.W.2d 240 (2002).

- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. State ex rel. Schuler v. Dunbar, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. State ex rel. Schuler v. Dunbar, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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.

Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. Schauer v. Grooms, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. City of Elkhorn v. City of Omaha, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. County of York v. Johnson, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. Tracy Corp. II v. Nebraska Pub. Serv. Comm., 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. Box Butte County v. State Board of Equalization and Assessment, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. Witt v. School District No. 70, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. Alexander v. School Dist. No. 17, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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 March 3, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
March 3, 2025

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on March 3, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 27, 2025, 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 acknowledgment 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:** 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 Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth and Ron Schilling. City staff members included City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Interim Police Chief Bret Strecker, Public Works Director Chuck Sliva, Finance Director Heather Lindsley, Project Engineer Braden Labenz, Planning and Economic Development Coordinator Jean Van Iperen, Community Coordinator Sarah Bettenhausen, Communications Manager Matt Lindberg, and Assistant City Clerk Linda Nickeson.

2. **PRAYER:** Jablonski led in prayer.

3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.

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. The items on the consent agenda were approved with a motion by Jablonski and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

4.A. **Minutes of February 18, 2025, City Council meeting.**

4.B. **Northeast Nebraska Area Agency on Aging 2026 budget and application for funding for Senior Center.**

4.C. **Resolution No. R25-31 approving agreement with Columbus Youth Baseball League for use of Centennial Park baseball facilities.** Resolution No. R25-31 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH BASEBALL LEAGUE FOR USE OF CENTENNIAL PARK BASEBALL FACILITIES, 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.

4.D. Resolution No. R25-32 approving second one-year extension of Interlocal Cooperation Agreement with Platte County in the amount of $50,206.32 for prosecution services. Resolution No. R25-32 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SECOND ONE-YEAR EXTENSION OF THE INTERLOCAL COOPERATION AGREEMENT WITH PLATTE COUNTY FOR PROSECUTION SERVICES AT A REVISED ANNUAL COST OF $50,206.32.

4.E. Resolution No. R25-33 authorizing payment of various improvement projects. Resolution No. R25-33 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: GEHRING CONSTRUCTION & READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, $76,354.00.

4.F. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grants; I=Insurance; L=License; M=Membership; P=Payment; R=Refund; S=Service & Supplies; T=Training; 3/14/25 payroll 947,915.15; Ace Hrdwr 440.95 S; Adv Auto 11.33 S; Allo 31.07 S; Amer Tmbr 1,049.95 S; Angel Armor 1,193.00 S; Armor Equip 1,225.00 S; Arnold Motor 1,653.03 CP; Auxiant 262,736.86 I; AVI Systms 5,588.42 S; AWWA 2,280.00 M; Axon Ent 4,952.25 CP; Barco 649.00 S; A Benesch 5,183.17 CP; R Bogus 156.05 E; Bomgaars 1,181.33 S; Bnd Tree Med 1,368.90 S; Capital One-Walmart 863.77 S; Carahsoft Tech 1,378.53 S; Casey's Mail Serv 748.53 S; Chesterman 42.40 S; Col Chamber 1,020.00 S; CCH 3,155.75 S; Col Cstm Emb 205.00 S; Col Tire 430.16 S; Core & Main 18,552.00 S; CPPD 5,400.00 S; Crowne Plz 309.90 S; Culligan 484.05 S; DAS St Acc 1,663.99 S; D Kneifel 35.13 R; Eakes 1,461.49 S; Ed M Feld 3,705.00 S; Elctrnc Eng 910.33 CP; Eller Htng 248.55 S; Engineered Cntrls 1,550.00 S; Fit Tech 465.00 S; Gale 54.73 S; Galls 1,315.68 S; Gehring Const 76,354.00 CP; Godfathers 169.44 S; Grt Plns Bldg Supp 56.11 S; Grt Plns Comm 209.95 S; Hawkins 9,664.66 S; HD Spply 358.31 S; Holiday Inn 769.70 S; Hmtwn Lsng 363.14 S; Jackson Srvc 1,846.38 S; JLB Gen Agncy 54.60 S; Kelly Sup 353.82 S; Lakeview Smll Eng 316.60 S; Lifegrd MD 243.81 S; Lncln Jrnl Star 258.86 S; Lncln Winwtr Wrks 4,655.73 S; K Lingenfelter 292.03 E; Macqueen Equip 648.71 S; Matheson-Lnwld 162.79 S; R Means 495.00 T; Medline 166.66 S; Menards 1,665.54 S; MARC 183.25 S; Midwst Serv 7,627.20 S; Moms & Mops 450.00 S; Motorola 8,871.00 CP; Municipal Pipe 3,436.68 S; Napa 1,524.94 S; NDEE 310.00 S; NE Hrvstr 2,276.97 S; NE Pub Hlth

413.00 S; R Niedbalski 159.60 E; O'Reilly 267.21 S; Pete Lien 6,915.16 S; Pioneer Mnfctrng 999.75 S; Quadient 681.00 S; RFCC 937.50 CP; Rvrsde Prtbls 110.00 S; Roth Racing 302.98 S; Rutt's 1,927.00 S; Schieffer Sgns 2,275.00 S; Security Equip 465.75 S; Seiler Inst 1,425.00 S; Shevlin Spply 305.48 S; Sirius Comp 6,685.15 CP; D Sliva 15.01 E; Snap-On 72.70 S; S Houston Equp 1,921.30 S; Starguard 1,863.50 T; State Dept of Rev 48,970.76 P; Super Svr 58.31 S; The Sprnklr Co 1,958.48 S; Tire Outlet 980.00 S; Tritech Frnscs 198.51 S; Truck Cntr 559.49 S; Ty's Outdoor 362.86 S; UNL 52.38 T; USA Blue Bk 375.62 S; Van Wall 16,000.00 CP; Vandenberg Elec 1,968.43 CP; Verizon Wrls 880.22 S; Vessco 693.86 S; C Wagner 152.00 S. TOTAL $1,506,354.34.

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS:

6.A. Proclamation declaring March 2025 as Problem Gambling Awareness Month. Bulkley read the proclamation and presented it to Mike Sciandra, representing Choices Treatment Center and Nebraska Council on Problem Gambling. Sciandra explained that the Nebraska Gamblers Assistance Program provides free treatment to gamblers and their families. He also noted that the local Choices Treatment Center is located inside the former hospital building.

7. PUBLIC HEARINGS: None

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES:

9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction Project. Bogus reported that phase three of this project will focus on the eastbound lanes from 18th to 31st Avenues. Beginning next week, the NDOT plans to reroute traffic to the north side lanes and expects the major construction to be completed by September. Bogus also noted that 18th Avenue will be open during construction.

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Quote from Eaton in the amount of $27,592.94 for replacement batteries for uninterruptable power source for joint communications center. The quote from Eaton for replacement batteries was accepted with a motion by Bahr and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

13.B. Quote from Eaton in the amount of $20,004.30 for three-year renewal of service contract for uninterruptable power source for joint communications center. The quote from Eaton for a three-year service contract was accepted with

a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.C. Quote from Downey Drilling, Inc. in the amount of $37,700 for inspection, cleaning, and treatment of Well #8 and Well #12. The quote from Downey Drilling, Inc. for well maintenance was accepted with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.D. Quote from Sirius Computer Solutions LLC in the amount of $24,080 for assistance with upgrades to the Active Directory Domain Services. The quote from Sirius Computer Solutions LLC for assistance with computer system upgrades was accepted with a motion by Palensky and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.E. Quote from AVI Systems, Inc. in the amount of $10,035.83 for tablet and installation services for public use at City Hall front desk. Bulkley explained that the tablet would serve the public by offering self-service options and the ability to page the appropriate city department when needed. He clarified that this system would replace a recently retired full-time staff member with ongoing monitoring and adjustments to ensure it meets the public’s needs. The quote from AVI Systems, Inc. for a tablet and installation services was accepted with motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.F. Plans, specifications, estimate of cost in the amount of $150,000, and authorization to advertise for bids for Sanitary Sewer Rehabilitation 2025. (Plans and specifications on file in the engineering department.) CIP #20-94 The plans, specifications, estimate of cost, and authorization to advertise for bids was approved with a motion Bahr and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.G. Comments from mayor and city council members. Bulkley announced that City Administrator Tara Vasicek was invited to Washington D.C. by Congressman Mike Flood to testify before the Housing and Insurance Subcommittee regarding Columbus’ strategy on addressing the housing shortage. He noted the hearing will take place tomorrow at 2 p.m. ET. Bulkley announced that the new recycling center is open Monday and Wednesday 8 a.m. to 3 p.m. and Saturday 8 a.m. to 12 p.m. After April 1st, the hours will change to Monday, Tuesday, and Wednesday from 9 a.m. to 8 p.m. He also mentioned that a new informational brochure is available in the Community Building, featuring city council members, city departments, and contact information as a way to better serve the residents of Columbus.

14. RESOLUTIONS:

14.A. Resolution No. R25-34 setting Monday, April 7, 2025, from 5:00 p.m. to 5:45 p.m. when the mayor and council shall sit as a Board of Equalization to

equalize and levy special assessments for Street Improvement District No. 184 (23rd Street from east of 48th Avenue to 54th Avenue) and Street Improvement District No. 189 (48th Avenue from 23rd Street to south of Bradshaw Park). Resolution No. R25-34 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING THE DAY AND TIME WHEN THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SHALL SIT AS A BOARD OF EQUALIZATION TO EQUALIZE AND LEVY SPECIAL ASSESSMENTS was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

14.B. Resolution No. R25-35 approving Memorandum of Understanding with Columbus Area United Way regarding a Central Navigator within the Columbus Community Building. Bettenhausen explained the purpose of the navigator is to have a scheduled individual present to assist citizens in navigating resources for “first-line” social support systems that will prevent them from falling further behind and eventually requiring long-term support through other forms of aide. The part-time position, to be located in a library conference room, would ease the burden of library staff currently assisting when available. She confirmed that no city funding will be used as the United Way will provide all the necessary resources and that the three-year commitment will allow time for evaluating the utilization and efficacy of the program. Resolution No. R25-35 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE COLUMBUS AREA UNITED WAY REGARDING A CENTRAL NAVIGATOR AT THE COLUMBUS COMMUNITY BUILDING was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 25-03 amending section 90.099 of Chapter 90 of Title IX of the Columbus City Code to clarify the animal forfeiture provisions for animals at large. Valorz explained that the change is simply to correct the wording by clarifying the intention of animal forfeiture after four convictions of an animal at large. The rules were suspended and Ordinance No. 25-03 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 90.999 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) TO CLARIFY THE ANIMAL FORFEITURE PROVISONS FOR ANIMALS AT LARGE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Ordinance No. 25-03 was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

16. **ORDINANCES ON SECOND READING:** None

17. **ORDINANCES ON THIRD READING:** None

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

19. **UNFINISHED BUSINESS:** None

20. **ADJOURNMENT:** The meeting adjourned at 6:32 p.m.

Presented and approved this 17th day of March 2025.

OFFICE OF THE CITY CLERK
: Shuraya Choat

4.B. Minutes of March 3, 2025, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
March 3, 2025

A meeting of the mayor and city council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on March 3, 2025, at 6:35 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 27, 2025, 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 acknowledgment 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 Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Interim Police Chief Bret Strecker, Public Works Director Chuck Sliva, Finance Director Heather Lindsley, Project Engineer Braden Labenz, Planning and Economic Development Coordinator Jean Van Iperen, Communications Manager Matt Lindberg, and Assistant City Clerk Linda Nickeson.

2. **Resolution No. R25-36 approving contract with Crekitt LLC for Crekitt LLC Redevelopment Project.** Resolution No. R25-36 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY CREKITT, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE CREKITT, LLC REDEVELOPMENT PROJECT " was adopted with a motion Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

3. **Resolution No. R25-37 approving contract with Quail Meadows LLC for Quail Meadows Redevelopment Project.** Resolution No. R25-37 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY QUAIL MEADOWS, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE QUAIL MEADOWS REDEVELOPMENT PROJECT " was adopted with a motion Alarcòn and a second by Lopez. Alarcòn,

Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

4. **Application from Stephen and Traci Barnes for grant in the amount of $9,400 for concrete improvements at 2822 23rd Street in conjunction with the 23rd Street Beautification project.** Van Iperen explained that the concrete improvements will enhance the parking lot’s ADA accessiblity. A recommendation to proceed with a redevelopment contract with Stephen and Traci Barnes to award a grant in the amount of $9,400 for concrete improvements at 2822 23rd Street was approved with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

   4.A. Resolution No. R25-38 approving redevelopment project submitted by Stephen and Traci Barnes in conjunction with the 23rd Street Corridor Area Redevelopment Plan, awarding a revocable grant in the amount of $9,400 for the project, and entering into a contract for the same. Resolution No. R25-38 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ADMINISTRATIVE PLAN AMENDMENT AND REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY STEPHEN AND TRACI BARNES IN ACCORDANCE WITH THE "AMENDMENT TO REDEVELOPMENT PLAN FOR THE 23RD STREET CORRIDOR REDEVELOPMENT AREA" was adopted with a motion Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

5. **Adjournment**: The meeting adjourned at 6:40 p.m.

Presented and approved this 17th day of March 2025.

OFFICE OF THE CITY CLERK
: Shuraya Choat

4.C. Reappointment of Troy Loeffelholz to Civil Service Commission for five-year term.

City Hall
2500 14th St. Suite 3
Columbus, NE 68601
402-562-4232
columbusne.us

MEMORANDUM

DATE: **March 5, 2025**

TO: **City Council Members**

FROM: **James B. Bulkley, Mayor**

SUBJECT: **Reappointments**

With your permission, I wish to submit the following name to you for reappointment at the March 17, 2025, 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.

CIVIL SERVICE COMMISSION (Five-Year Term)

Troy Loeffelholz

James B. Bulkley, Mayor

4.D. Resolution No. R25-39 approving request from Columbus Havoc 16U Softball to camp overnight in Gerrard Park, Thursday, Friday, Saturday, and Sunday, June 5, 6, 7, and 8, 2025. (Board of Parks Commissioners recommends approval.)

DRAFT

RESOLUTION NO. R25-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF GERRARD PARK TO CAMP OVERNIGHT ON JUNE 5, 6, 7, AND 8, 2025, FOR THE DIAMOND CLASSIC SOFTBALL TOURNAMENT.

WHEREAS, the City of Columbus has received a request from Columbus Havoc 16U Softball to camp overnight on June 5, 6, 7, and 8, 2025, in Gerrard Park; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of from Columbus Havoc 16U Softball to camp overnight on June 5, 6, 7, and 8, 2025, in Gerrard Park is approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Havoc 16U Softball Team- Diamond Classic Softball Tournament Request (Gerrard)

February 25, 2025

City of Columbus Park Board

Subject: Written Request for Overnight Camping at Gerrard Park - Youth Softball Tournament

Dear Members of the Columbus Park Board,

I am writing to request permission for overnight camping in Gerrard Park for the dates of June 5-8 during the Diamond Classic Softball Tournament. Our Havoc 16u team, is participating in the tournament, and many of our players and their families enjoy having a team camp for our players and families to come back to inbetween games to cool off, grab some food and hydrate before walking to the field for the next games scheduled. A designated camping area within the park would encourage our families and players for team bonding as we encourage our players to connect with their teammates both on and off the field.

We understand and respect the city's park regulations and are committed to ensuring a safe and responsible camping experience. We would be happy to adhere to any specific guidelines you may have, including:

- **Designated Area:** We would camp only in a designated area approved by the Parks and Recreation Department.
- **Supervision:** All campers would be supervised by responsible adults.
- **Noise Levels:** We would maintain quiet hours to ensure minimal disruption to residents.
- **Cleanliness:** We would be responsible for cleaning up our campsite and properly disposing of all trash.

We believe that allowing overnight camping for this event would not only benefit our team and families but also contribute to the overall success of the youth softball tournament, which brings positive attention and economic activity to our city.

We would appreciate the opportunity to discuss this request further with the City Council or the Parks and Recreation Department. Please let me know if you require any additional information. Thank you for your time and consideration.

Sincerely,

Columbus Havoc 16U Softball

Jenny Bos- Head Coach

402-910-3957

timandjennybos@gmail.com

4.E. Resolution No. R25-40 authorizing payment of various improvement projects.

DRAFT

RESOLUTION NO. R25-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: BIERMAN CONTRACTING, INC., CENTENNIAL PARK RESTROOM AND CONCESSION, $21,653.10.

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

Bierman Contracting, Inc.	Centennial Park RR & Concession	$ 21,653.10

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 _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

100-150-57200-24030 - 21,653.10

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 4 PAGES

TO OWNER:
City of Columbus
2500 14th Street Suite 3
Columbus, NE 68601

PROJECT: *Centennial Park RR & Concession*

APPLICATION NO: *February (#7)*

PERIOD TO: *February 28, 2025*

PROJECT NOS: *24-016*

CONTRACT DATE: *July 24, 2024*

Distribution to:
[X] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

FROM CONTRACTOR:
Bierman Contracting, Inc
PO Box 1887
Columbus, NE 68602

VIA ARCHITECT:
Name
Address
City, State Zip

CONTRACT FOR:

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		$ 640,914.00
2. Net change by Change Orders		$ 11,856.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 652,770.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 597,242.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$ 36,072.90	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 36,072.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 561,169.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 539,516.00
8. CURRENT PAYMENT DUE		$ 21,653.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 91,600.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$12,906.00	$4,500.00
Total approved this Month	$3,450.00	$0.00
TOTALS	$16,356.00	$4,500.00
NET CHANGES by Change Order	$11,856.00	

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: _____ Date: March 4, 2025

State of: *NEBRASKA* County of: *PLATTE*
Subscribed and sworn to before me this
4th Day of March, 2025

Notary Public: Laura A. Engquist

GENERAL NOTARY - State of Nebraska
LAURA A. ENGQUIST
My Comm. Exp. April 11, 2026

My Commission expires:

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 . . . . . $ _____

(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: Richard J. Bogus Date: 3/10/2025

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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: *February (#7)*
APPLICATION DATE: *March 4, 2025*
PERIOD TO: *February 28, 2025*
CONTRACTOR'S PROJECT NO: *24-016*

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
1	**Design - Included Previous Invoices**	$0.00							
2	**General Conditions**	$88,850.00	$79,850.00	$3,000.00		$82,850.00	93.25%	$6,000.00	$8,285.00
3	**Surveying & Staking**	$1,650.00	$1,650.00	$0.00		$1,650.00	100.00%		$165.00
4	**Misc. Demolition**	$605.00	$605.00	$0.00		$605.00	100.00%		$60.50
5	**Site Work**	$6,050.00	$6,050.00	$0.00		$6,050.00	100.00%		$605.00
6	**Grading**	$2,750.00	$2,250.00	$0.00		$2,250.00	81.82%	$500.00	$225.00
7	**Construction Fence**	$2,024.00	$2,024.00	$0.00		$2,024.00	100.00%		$202.40
8	**Termite Control Treatment**	$1,012.00	$1,012.00	$0.00		$1,012.00	100.00%		$0.00
9	**Hydroseeding**	$5,500.00					0.00%	$5,500.00	$0.00
10	**Reinforcement - Masonry/CIP Conc.**	$8,869.00	$8,869.00	$0.00		$8,869.00	100.00%		$0.00
11	**Foundations & Stoops**	$28,578.00	$28,578.00	$0.00		$28,578.00	100.00%		$0.00
12	**Backfilling**	$1,650.00	$1,650.00	$0.00		$1,650.00	100.00%		$165.00
13	**Slab & Exterior CIP Concrete**	$38,066.00	$38,066.00	$0.00		$38,066.00	100.00%		$0.00
14	**Set Trench Drains**	$1,969.00	$1,969.00	$0.00		$1,969.00	100.00%		$196.90
15	**Concrete Counter Seal**	$4,884.00	$4,884.00	$0.00		$4,884.00	100.00%		$0.00
16	**Yard Cleanout Concrete Pad**	$550.00	$550.00	$0.00		$550.00	100.00%		$55.00
17	**Masonry - Material & Labor**	$98,325.00	$98,325.00	$0.00		$98,325.00	100.00%		$0.00
18	**Steel Division - Material & Labor**	$3,124.00	$3,124.00	$0.00		$3,124.00	100.00%		$312.40
19	**Rough Carpentry - Material & Labor**	$35,397.00	$35,397.00	$0.00		$35,397.00	100.00%		$3,539.70
20	**Metal Package:**	$34,237.00	$34,237.00	$0.00		$34,237.00	100.00%		$0.00
21	Roof & Wall Panel, Ridge Vent								
22	Gutters & Downs, Soffit Panel								
23	Flat Stock								
24	Joint Sealers								
	SUB TOTALS of Page 2	$364,090.00	$349,090.00	$3,000.00	$0.00	$352,090.00	96.70%	$12,000.00	$13,811.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: *February (#7)*
APPLICATION DATE: *March 4, 2025*
PERIOD TO: *February 28, 2025*
CONTRACTOR'S PROJECT NO: *24-016*

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
1	**Walk Door & Frame - Mat. & Lab.**	$18,423.00	$18,423.00	$0.00		$18,423.00	100.00%		$1,842.30
2	**Sectional Overhead Doors - M&L:**	$23,210.00	$23,210.00	$0.00		$23,210.00	100.00%		$2,321.00
3	Coiling Counter Doors - M&L								
4	**Ceiling Access Door - Mat. & Lab.**	$688.00	$688.00	$0.00		$688.00	100.00%		$68.80
5	**Gypsum Board Assemblies**	$9,636.00	$9,636.00	$0.00		$9,636.00	100.00%		$0.00
6	**Painting**	$7,928.00	$5,776.00	$0.00		$5,776.00	72.86%	$2,152.00	$577.60
7	**Concrete Floor Hardner / Sealer**	$4,224.00	$4,224.00	$0.00		$4,224.00	100.00%		$422.40
8	**Restroom Signage**	$110.00					0.00%	$110.00	$0.00
9	**Restroom Partitions**	$8,930.00	$8,930.00	$0.00		$8,930.00	100.00%		$893.00
10	**Restroom Accessory Materials**	$4,608.00	$4,608.00	$0.00		$4,608.00	100.00%		$460.80
11	**Restroom Specialty - Labor**	$3,392.00	$3,392.00	$0.00		$3,392.00	100.00%		$339.20
12	**Plumbing & Utility Package:**	$78,562.00	$64,500.00	$0.00		$64,500.00	82.10%	$14,062.00	$6,450.00
13	Plumbing Piping Insulation								
14	Sanitary Sewer Utility								
15	Domestic Water Utility /								
16	Shutoff Manhole								
17	Temporary Water								
18	Trench Drain Material								
19	**HVAC Package:**	$10,230.00	$8,100.00	$0.00		$8,100.00	79.18%	$2,130.00	$810.00
20	Exhaust Fans								
21	Duct Insulation								
22	Exhaust Louvers								
23	Brick Vents								
24									
	SUB TOTALS of Page 1 & 2	$534,031.00	$500,577.00	$3,000.00	$0.00	$503,577.00	94.30%	$30,454.00	$27,997.00

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CONTINUATION SHEET

AIA DOCUMENT G703

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APPLICATION NO: *February (#7)*
APPLICATION DATE: *March 4, 2025*
PERIOD TO: *February 28, 2025*
CONTRACTOR'S PROJECT NO: *24-016*

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 10%
1	**Electrical Package:**	$106,883.00	$64,200.00	$17,609.00		$81,809.00	76.54%	$25,074.00	$8,180.90
2	Electrical								
3	Service Feeders & Meter Socket								
4	Hand Dryers								
5	Temporary Power								
6	Vault for Splicing								
7									
8	**Change Orders:**								
9	**CO#1- Water Heater Deduction**	($4,500.00)	($4,500.00)	$0.00		($4,500.00)	100.00%		($450.00)
10	**CO#2- Additional 6' Concrete Walk**	$7,973.00	$7,973.00	$0.00		$7,973.00	100.00%		$0.00
11	North Side 138'								
12	**CO#3- Additional 4' Concrete Walk**	$4,933.00	$4,933.00	$0.00		$4,933.00	100.00%		$0.00
13	West Side 120'								
14	East Side 24' of 6"								
15	**CO#4- Conduit for Fiber Optics**	$3,450.00		$3,450.00		$3,450.00	100.00%		$345.00
16									
17									
18									
19									
20									
21									
22									
23									
24									
	GRAND TOTALS	$652,770.00	$573,183.00	$24,059.00	$0.00	$597,242.00	91.49%	$55,528.00	$36,072.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

4.F. Finance department report.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
FROM 10/01/2024 TO 02/28/2025
FUND: ALL FUNDS
CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2024	Total Debits	Total Credits	Ending Balance 02/28/2025
100	GENERAL FUND	10,767,618.35	12,659,811.35	16,229,402.96	7,198,026.74
189	PERPETUAL CARE	85,635.87	1,513.43	119.34	87,029.96
200	STREETS/ENGINEERING	(624,121.61)	2,260,226.72	2,395,615.70	(759,510.59)
205	AIRPORT	1,218,271.67	1,373,569.27	1,046,398.30	1,545,442.64
206	DOWNTOWN BID	77,390.91	42,833.74	22,841.16	97,383.49
210	SALES TAX	4,241,662.99	4,439,887.12	5,426,852.20	3,254,697.91
211	1/2 CENT SALES TAX	(2,922,926.58)	4,429,820.94	356,711.53	1,150,182.83
212	GAMING TAX	254,413.96	105,647.28	125,371.53	234,689.71
220	COMMUNICATIONS - E911	869,108.66	982,814.59	1,164,324.86	687,598.39
221	COMMUNICATIONS - WIRELESS E911	194,273.54	59,767.03	53,865.24	200,175.33
225	COMMUNICATIONS-EC-911 EQUIPMENT	(281,627.99)	323,090.14	95,206.42	(53,744.27)
240	HOUSING REHAB & LOANS	173,371.52	83,953.06	11,497.25	245,827.33
260	PROGRESS AND JOBS GROWTH	1,850,758.02	344,181.83	122,648.68	2,072,291.17
270	KENO	625,872.99	307,283.75	397,657.50	535,499.24
400	DEBT SERVICE FUND	(582,544.27)	100.75	254,176.50	(836,620.02)
480	COMMUNITY REDEVL AUTH	610,922.78	199,825.19	610,819.27	199,928.70
500	UTILITY SERVICE	19,813,697.79	4,219,762.51	3,106,389.24	20,927,071.06
520	WATER	13,872,679.91	2,461,563.49	1,443,690.05	14,890,553.35
530	LOUP DISTRIBUTION	1,745,231.52	2,350,237.85	1,176,864.24	2,918,605.13
560	STORMWATER UTILITY	1,472,990.21	198,708.87	54,692.01	1,617,007.07
570	SOLID WASTE DIVISION	4,054,372.99	1,165,626.03	843,847.52	4,376,151.50
600	HEALTH INSURANCE	2,798,833.99	378,508.46	391,568.43	2,785,774.02
710	FIRE PENSION	75,028.57	1,677.28	3,519.08	73,186.77
730	LICENSES TO SCHOOLS	4,380.00	11,325.00	3,735.00	11,970.00
740	LIBRARY FOUNDATION	772,305.32	0.00	0.00	772,305.32
745	LIBRARY ENDOWMENT	1,468,727.15	0.00	0.00	1,468,727.15
750	GERRARD PARK TRUST	158,036.82	0.00	2,003.76	156,033.06
999	PAYROLL CLEARING	64,925.40	4,556,617.44	4,599,715.52	21,827.32
	TOTAL - ALL FUNDS	62,859,290.48	42,958,353.12	39,939,533.29	65,878,110.31

4.G. Payroll and bills on file.

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359	911 CUSTOM LLC				
03/18/2025	INVOICE	59560	BLACKINTON B736 BADGE	142.00	
03/18/2025	INVOICE	59366	SURVIVAL ARMOR PALADIN	3,476.00	
			Total:	3,618.00	
			Net of 2 Invoices / 0 Checks	3,618.00	
02057	A TO Z MESSAGING				
03/18/2025	INVOICE	19503	ANSWERING SERVICE	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	
00116	ACE HARDWARE & GARDEN CNT				
03/18/2025	INVOICE	210287/5	BATHROOM FIXTURE	13.90	
03/18/2025	INVOICE	210323/5	ICE MELT	36.98	
03/18/2025	INVOICE	210330/5	SUPPLY HOSE, WASHERS, SUPER GLUE, LOCK NUTS	203.98	
03/18/2025	INVOICE	210356/5	KEY MASTER, 2PC ID LABEL	9.57	
03/18/2025	INVOICE	210382/5	CABLE TIES, GARDEN GLOVES, 2" STRAP	22.36	
03/18/2025	INVOICE	210386/5	THREAD SEAL	1.98	
03/18/2025	INVOICE	210413/5	VACUUM	259.99	
03/18/2025	INVOICE	210135/5	FD WOOD STAIN	18.99	
03/18/2025	INVOICE	210145/5	NUTS, BOLTS, SCREWS	2.20	
03/18/2025	INVOICE	210155/5	SILICONE	9.99	
03/18/2025	INVOICE	210157/5	MINERAL SPIRITS, BRUSH	29.98	
03/18/2025	INVOICE	210171/5	STRAINER MESH	4.99	
03/18/2025	INVOICE	210175/5	D BATTERIES	35.98	
03/18/2025	INVOICE	210190/5	KEY SCHLAGE	10.77	
03/18/2025	INVOICE	210199/5	OFFSET SCISSORS	21.99	
03/18/2025	INVOICE	210202/5	FENDER WASH, HX PPBL CONSCR	56.98	
03/18/2025	INVOICE	210203/5	CONNECTOR WIRE, PLUG 3-WIRE	16.57	
03/18/2025	INVOICE	210259/5	LED A21 150W DIM	14.99	
			Total:	772.19	
			Net of 18 Invoices / 0 Checks	772.19	
11301	ADAME VANESSA				
03/18/2025	INVOICE	3.10.2025	NPZA CONFERENCE - MEALS	104.54	
			Total:	104.54	
			Net of 1 Invoices / 0 Checks	104.54	
00180	ADVANCE AUTO PARTS				
03/18/2025	INVOICE	5606506519833	8G-8FJX GATES	19.00	
			Total:	19.00	
			Net of 1 Invoices / 0 Checks	19.00	
00587	AQUA-PURE INC				
03/18/2025	INVOICE	250303COLNE	MONTHLY SERVICE CONTRACT - NORTH & SOUTH WE	6,465.75	
			Total:	6,465.75	
			Net of 1 Invoices / 0 Checks	6,465.75	
10561	ARNOLD MOTOR SUPPLY				
03/18/2025	INVOICE	78NV138103	OIL FILTER, PM 10W40 CONV	56.80	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	78NV137823	6G-6MFFOR, 6GE-6FFORX, WIRE BRIAD HOSE, 1/2	105.05	
03/18/2025	INVOICE	78NV138755	PRIMER BULB	41.98	
03/18/2025	INVOICE	78NV139298	12V HIGH PERF BATTERY	144.48	
03/18/2025	INVOICE	78NV139184	FUEL LINE HOSE	7.92	
03/18/2025	INVOICE	78NV138833	PERFECT VIEW	12.63	
03/18/2025	INVOICE	78CR016042	CREDIT - CORE	(72.00)	
03/18/2025	INVOICE	78NV138007	AIR FILTERS	67.30	
03/18/2025	INVOICE	78NV138405	2 - 12V HVY DTY BATTERIES	367.16	
03/18/2025	INVOICE	78NV138680	OIL FILTER	4.41	
03/18/2025	INVOICE	78CR016145	CREDIT - CORE	(72.00)	
03/18/2025	INVOICE	78NV138513	WIRE BRAID HOSE	117.90	
03/18/2025	INVOICE	78NV138622	12V HIGH PERF BATTERY	168.87	
03/18/2025	INVOICE	78NV138626	FUEL LINE, HOSE CLAMP	11.44	
			Total:	961.94	
			Net of 14 Invoices / 0 Checks	961.94	
10663	AUXIANT				
03/18/2025	INVOICE	3062025HEALTH	HEALTH FUNDING	38,630.90	
03/18/2025	INVOICE	3062025FFLEX	FLEX FUNDING	12,507.88	
03/18/2025	INVOICE	3132025HEALTH	HEALTH FUNDING	28,658.82	
03/18/2025	INVOICE	3132025FLEX	FLEX FUNDING	2,320.47	
			Total:	82,118.07	
			Net of 4 Invoices / 0 Checks	82,118.07	
00278	AWARDS & ENGRAVING				
03/18/2025	INVOICE	14179	15 - ON SCENE REPORT SIGNS	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
02344	BAIRD HOLM LLP				
03/18/2025	INVOICE	331854	CITY SUBDIVISION TIF	1,900.00	
			Total:	1,900.00	
			Net of 1 Invoices / 0 Checks	1,900.00	
03121	BARCO MUNICIPAL PRODUCTS				
03/18/2025	INVOICE	IN-251388	60 - 28" CONES	1,019.40	
			Total:	1,019.40	
			Net of 1 Invoices / 0 Checks	1,019.40	
00461	BEHLEN TOWING LLC				
03/18/2025	INVOICE	35080	TOWING	150.00	
03/18/2025	INVOICE	35081	TOWING	150.00	
03/18/2025	INVOICE	35082	TOWING	150.00	
03/18/2025	INVOICE	34216	TOWING	150.00	
03/18/2025	INVOICE	34218	TOWING	150.00	
03/18/2025	INVOICE	34221	TOWING	150.00	
03/18/2025	INVOICE	34231	TOWING	150.00	
03/18/2025	INVOICE	34241	TOWING	150.00	
			Total:	1,200.00	
			Net of 8 Invoices / 0 Checks	1,200.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00969	BIERMAN CONTRACTING INC.				
03/18/2025	INVOICE	7	CENTENNIAL PARK RR & CONCESSION	21,653.10	
			Total:	21,653.10	
			Net of 1 Invoices / 0 Checks	21,653.10	
03256	BLACK HILLS ENERGY				
03/18/2025	INVOICE	6007 1329 48 MAR 2	NATURAL GAS	2,303.43	
03/18/2025	INVOICE	0815 1921 72 MAR 2	NATURAL GAS	882.86	
03/18/2025	INVOICE	8429 6210 02 MAR 2	NATURAL GAS	730.59	
03/18/2025	INVOICE	6310 3990 85 MAR 2	NATURAL GAS	718.93	
03/18/2025	INVOICE	7226 0844 98 MAR 2	NATURAL GAS	390.80	
03/18/2025	INVOICE	1450 5796 12 MAR 2	NATURAL GAS	245.73	
03/18/2025	INVOICE	0778 7198 98 MAR 2	NATURAL GAS	216.96	
03/18/2025	INVOICE	4447 5106 07 MAR 2	NATURAL GAS	173.97	
03/18/2025	INVOICE	5431 5180 01 MAR 2	NATURAL GAS	158.49	
03/18/2025	INVOICE	5915 3548 20 MAR 2	NATURAL GAS	128.07	
03/18/2025	INVOICE	7504 0422 35 MAR 2	NATURAL GAS	118.24	
03/18/2025	INVOICE	4086 6115 74 MAR 2	NATURAL GAS	95.84	
03/18/2025	INVOICE	5048 9157 09 MAR 2	NATURAL GAS	95.29	
03/18/2025	INVOICE	6942 7542 63 MAR 2	NATURAL GAS	90.86	
03/18/2025	INVOICE	5317 1214 84 MAR 2	NATURAL GAS	88.18	
03/18/2025	INVOICE	3343 6679 78 MAR 2	NATURAL GAS	85.88	
03/18/2025	INVOICE	5389 9420 88 MAR 2	NATURAL GAS	85.88	
03/18/2025	INVOICE	4665 9615 35 MAR 2	NATURAL GAS	74.71	
03/18/2025	INVOICE	9767 8260 47 MAR 2	NATURAL GAS	68.50	
03/18/2025	INVOICE	2278 6168 20 MAR 2	NATURAL GAS	109.49	
			Total:	6,862.70	
			Net of 20 Invoices / 0 Checks	6,862.70	
00917	BLACKSTONE PUBLISHING				
03/18/2025	INVOICE	2190588	CD'S	144.73	
			Total:	144.73	
			Net of 1 Invoices / 0 Checks	144.73	
10604	CASEY'S MAIL SERVICE LLC				
03/18/2025	INVOICE	4491	DAILY MAIL, WATER STATEMENTS	5,098.70	
			Total:	5,098.70	
			Net of 1 Invoices / 0 Checks	5,098.70	
00060	CDW GOVERNMENT				
03/18/2025	INVOICE	AC93C1M	ADO CC F/TEAMS ALL APP	2,224.40	
			Total:	2,224.40	
			Net of 1 Invoices / 0 Checks	2,224.40	
03136	CENTRAL COMMUNITY COLLEGE				
03/18/2025	INVOICE	002051749	HEARTSAVER	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
11198	CHOAT SHURAYA				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	2.25.2025	MILEAGE - LINCOLN MIDWINTER CONFERENCE	107.80	
			Total:	107.80	
			Net of 1 Invoices / 0 Checks	107.80	
00567	CITY OF COLUMBUS				
03/18/2025	INVOICE	300-44995-00 MAR 2	WATER & SEWER	101.21	
03/18/2025	INVOICE	300-57934-00 MAR 2	WATER & SEWER	323.79	
03/18/2025	INVOICE	300-57937-00 MAR 2	WATER & SEWER	305.61	
03/18/2025	INVOICE	300-54059-00 MAR 2	WATER & SEWER	149.39	
03/18/2025	INVOICE	200-39575-00 MAR 2	WATER & SEWER	26.12	
03/18/2025	INVOICE	200-37998-00 MAR 2	WATER & SEWER	220.25	
03/18/2025	INVOICE	200-21982-00 MAR 2	WATER & SEWER	239.34	
03/18/2025	INVOICE	100-13650-01 MAR 2	WATER & SEWER	255.50	
03/18/2025	INVOICE	300-45762-00 MAR 2	WATER & SEWER	31.36	
03/18/2025	INVOICE	200-21960-05 MAR 2	WATER & SEWER	128.70	
03/18/2025	INVOICE	300-45761-00 MAR 2	WATER & SEWER	27.39	
03/18/2025	INVOICE	300-62105-00 MAR 2	WATER & SEWER	26.12	
03/18/2025	INVOICE	300-62155-00 MAR 2	WATER & SEWER	105.32	
03/18/2025	INVOICE	300-44985-02 MAR 2	WATER & SEWER	30.08	
03/18/2025	INVOICE	300-47518-00 MAR 2	WATER & SEWER	35.36	
03/18/2025	INVOICE	300-57935-00 MAR 2	WATER & SEWER	1,500.02	
03/18/2025	INVOICE	300-57936-00 MAR 2	WATER & SEWER	101.21	
03/18/2025	INVOICE	300-44986-00 MAR 2	WATER & SEWER	101.21	
03/18/2025	INVOICE	200-39615-01 MAR 2	WATER & SEWER	111.77	
03/18/2025	INVOICE	300-57938-00 MAR 2	WATER & SEWER	97.25	
03/18/2025	INVOICE	400-70005-01 MAR 2	WATER & SEWER	190.67	
			Total:	4,107.67	
			Net of 21 Invoices / 0 Checks	4,107.67	
11127	CITY OF SCHUYLER				
03/18/2025	INVOICE	2178	GUN RANGE	700.00	
			Total:	700.00	
			Net of 1 Invoices / 0 Checks	700.00	
00262	CLUB PROPHET SYSTEMS				
03/18/2025	INVOICE	INV2873420	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
			Total:	517.00	
			Net of 1 Invoices / 0 Checks	517.00	
03140	COLUMBUS AREA CHAMBER OF				
03/18/2025	INVOICE	7618	ANNUAL SUPPORT OF CHAMBER	8,000.00	
			Total:	8,000.00	
			Net of 1 Invoices / 0 Checks	8,000.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
03/18/2025	INVOICE	11082122-0001	LAB	27.30	
03/18/2025	INVOICE	CFDACLS2025	ACLS RENEWAL CLASS	3,331.20	
			Total:	3,358.50	
			Net of 2 Invoices / 0 Checks	3,358.50	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10768	COLUMBUS CREDIT SERVICES				
03/18/2025	INVOICE	ACCTY150 FEB 25	FEBRUARY COLLECTIONS	90.17	
			Total:	90.17	
			Net of 1 Invoices / 0 Checks	90.17	
00036	COLUMBUS CUSTOM EMBROIDERY				
03/18/2025	INVOICE	E46768	CLOTHING - CLOETER	43.00	
03/18/2025	INVOICE	E46855	POLO - SECKEL	39.00	
			Total:	82.00	
			Net of 2 Invoices / 0 Checks	82.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
03/18/2025	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	11,265.98	
03/18/2025	INVOICE	FEBRUARY ADJUSTMEN	ADJUSTMENT FOR COST OF LIVING INCREASE	328.14	
			Total:	11,594.12	
			Net of 2 Invoices / 0 Checks	11,594.12	
03139	COLUMBUS PLUMBING COMPANY				
03/18/2025	INVOICE	22946	2 - SLOAN A36 REPAIR KITS	72.00	
			Total:	72.00	
			Net of 1 Invoices / 0 Checks	72.00	
01250	COMMONWEALTH ELECTRIC COMPANY				
03/18/2025	INVOICE	79621	TROUBLESHOOT DNTWN LIGHTS & PHOTO EYES - 3	1,141.28	
			Total:	1,141.28	
			Net of 1 Invoices / 0 Checks	1,141.28	
02718	CORE & MAIN LP				
03/18/2025	INVOICE	W511128	OMNI+ 4 T2 10G	3,023.89	
03/18/2025	INVOICE	W493030	16 - 3/4S IPERL 100CF	2,688.00	
03/18/2025	INVOICE	W493038	16 - 3/4S IPERL 100CF	2,688.00	
03/18/2025	INVOICE	W493048	25 - 510M S/POINT M2	4,700.00	
03/18/2025	INVOICE	W493052	25 - 510M S/POINT M2	4,700.00	
03/18/2025	INVOICE	W493057	4 - 510M S/POINT M2	752.00	
03/18/2025	INVOICE	INV0014652	HACH CL17 CHLORINE ANALYZER MAINTENANCE KIT	251.27	
03/18/2025	INVOICE	W025291	3" OMNI+ T2	1,474.00	
03/18/2025	INVOICE	W432299	RUBBER REPAIR KITS, COMPLETE REPAIR KITS	3,351.15	
03/18/2025	INVOICE	W432346	RUBBER REPAIR KITS, COMPLETE REPAIR KIT	1,003.70	
			Total:	24,632.01	
			Net of 10 Invoices / 0 Checks	24,632.01	
03147	CORNHUSKER PUBLIC POWER DIST				
03/18/2025	INVOICE	415030001 MAR 25	ELECTRICITY	80.30	
03/18/2025	INVOICE	415030005 MAR 25	ELECTRICITY	41.03	
03/18/2025	INVOICE	415030006 MAR 25	ELECTRICITY	195.00	
03/18/2025	INVOICE	415030008 MAR 25	ELECTRICITY	175.76	
			Total:	492.09	
			Net of 4 Invoices / 0 Checks	492.09	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10755	CROWNE PLAZA				
03/18/2025	INVOICE	97024	JEAN VANIPEREN	309.90	
03/18/2025	INVOICE	97021	BRADEN LABENZ	309.90	
03/18/2025	INVOICE	97029	VANESSA ADAME	309.90	
			Total:	929.70	
			Net of 3 Invoices / 0 Checks	929.70	
03149	CULLIGAN OF COLUMBUS				
03/18/2025	INVOICE	292278	EQUIPMENT - POU COOLER	45.00	
03/18/2025	INVOICE	292309	EQUIPMENT - REVERSE OSMOSIS	33.00	
03/18/2025	INVOICE	292313	EQUIPMENT - REVERSE OSMOSIS	66.50	
			Total:	144.50	
			Net of 3 Invoices / 0 Checks	144.50	
03152	DEMCO INC				
03/18/2025	INVOICE	7609943	ECONOMY BOOK TAPE	242.97	
			Total:	242.97	
			Net of 1 Invoices / 0 Checks	242.97	
00374	DUNBAR DOUGLAS				
03/18/2025	INVOICE	3.01.2025	MONTHLY COMMISSIONS - GREEN FEES & CART REN	2,439.97	
03/18/2025	INVOICE	3.01.2025	MONTHLY CONTRACT	7,234.86	
			Total:	9,674.83	
			Net of 2 Invoices / 0 Checks	9,674.83	
03158	EAKES OFFICE SOLUTIONS				
03/18/2025	INVOICE	9102420-0	WINDOW ENVELOPES	174.58	
03/18/2025	INVOICE	9102997-0	PAPER	235.50	
03/18/2025	INVOICE	C9076080-0	CREDIT - FOLDING TABLE - DUPLICATE CHARGE	(235.93)	
03/18/2025	INVOICE	9090690-0	FOLDING TABLE-DUPLICATE BILLING	235.93	
03/18/2025	INVOICE	9095346-0	BADGE, CUSTOM	14.36	
03/18/2025	INVOICE	9098190-0	ADHESIVE BANDAGE, ENVELOPES, PAPER	306.45	
03/18/2025	INVOICE	9098874-0	TAPE, ADDING ROLL, HIGHLIGHTER, PENS	107.64	
03/18/2025	INVOICE	9098875-0	PAPER	21.99	
03/18/2025	INVOICE	9098875-1	CERTIFICATES	24.72	
03/18/2025	INVOICE	9098875-2	EZLOAD ROLL FILM	176.81	
03/18/2025	INVOICE	9098876-0	ENVELOPES	27.63	
03/18/2025	INVOICE	9098988-0	CARD, LASER 3X5	57.40	
			Total:	1,147.08	
			Net of 12 Invoices / 0 Checks	1,147.08	
01741	ECOLAB				
03/18/2025	INVOICE	6351075575	DISH MACHINE TEMP CHECK LABELS	109.20	
			Total:	109.20	
			Net of 1 Invoices / 0 Checks	109.20	
00191	ELECTRIC PUMP INC				
03/18/2025	INVOICE	029031	BARNES PUMP 1.4 HP	2,885.05	
03/18/2025	INVOICE	027970	S/C LOST CREEK - SJE FLOAT	1,156.50	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,041.55	
			Net of 2 Invoices / 0 Checks	4,041.55	
03161	ELECTRICAL ENGINEERING &				
03/18/2025	INVOICE	8796449-00	MINI WALL PACK	66.90	
			Total:	66.90	
			Net of 1 Invoices / 0 Checks	66.90	
01597	ELECTRONIC ENGINEERING				
03/18/2025	INVOICE	855002365-1	INSTALL SIREN SPEAKER, SIREM AMP, VISOR LIGI	969.95	
			Total:	969.95	
			Net of 1 Invoices / 0 Checks	969.95	
11240	ENGINEERED CONTROLS INC				
03/18/2025	INVOICE	179948	REPROGRAMMED AIR HANDLERS	548.00	
			Total:	548.00	
			Net of 1 Invoices / 0 Checks	548.00	
00334	FIFTH SEASON INC				
03/18/2025	INVOICE	15588	DELUZE LAWNCARE PROGRAM	1,013.88	
03/18/2025	INVOICE	26926	DELUXE PROGRAM	531.43	
			Total:	1,545.31	
			Net of 2 Invoices / 0 Checks	1,545.31	
00242	FIRST NATIONAL BANK OMAHA				
03/18/2025	INVOICE	111-0715256-376421	CREDIT - AMAZON PACKAGE IS LOST	(125.00)	
03/18/2025	INVOICE	2122025	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	34.99	
03/18/2025	INVOICE	3052025	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	34.99	
03/18/2025	INVOICE	575	LEAGUE OF NE MUNICIPALITIES - REGISTRATION I	441.00	
03/18/2025	INVOICE	0196	DUSTERS	41.28	
03/18/2025	INVOICE	1702	MILLER TIME RESTUARANT	44.68	
03/18/2025	INVOICE	2351	CITY OF LINCOLN - PARKING	16.50	
03/18/2025	INVOICE	9914C67D	UBER	19.99	
03/18/2025	INVOICE	R71008740	YOUR MEMBERSHIP- POLICE CHIEF JOB POSTING	349.00	
03/18/2025	INVOICE	AF192E85	UBER	25.92	
03/18/2025	INVOICE	53	SILVER DINER	23.97	
03/18/2025	INVOICE	316	MHG NAVY YARD	46.05	
03/18/2025	INVOICE	3032025	BONCHON NAVY YARD	51.52	
03/18/2025	INVOICE	0062309783725	DELTA AIR - DC	893.96	
03/18/2025	INVOICE	350743	DELTA AIR	893.96	
03/18/2025	INVOICE	1181439	APCO INTERNATIONAL - EMD MANAGER RECERTIFIC	35.00	
03/18/2025	INVOICE	1180830	APCO INTERNATIONAL - CTO 6TH ONLINE	575.00	
03/18/2025	INVOICE	1181436	APCO INTERNATIONAL - PST 7TH ED RECERTIFICA	35.00	
03/18/2025	INVOICE	1182178	APCO INTERNATIONAL - FUNDAMENTALS OF TACTIC	510.00	
03/18/2025	INVOICE	200043295	NENA - CORE COMPETENCIES ONLINE	299.00	
03/18/2025	INVOICE	111-6648586-764986	AMAZON - FIRST AID KIT	104.98	
03/18/2025	INVOICE	111-1828864-402263	AMAZON - FIRST AID BURN GEL, BANDAGES	38.98	
03/18/2025	INVOICE	111-4464299-771703	AMAZON - TOILET PAPER	121.20	
03/18/2025	INVOICE	111-5678266-807706	AMAZON - MULTIFOLD HAND TOWEL	72.70	
03/18/2025	INVOICE	1169695	APCO INTERNATIONAL - PST 7TH ED RECERTIFICA	35.00	
03/18/2025	INVOICE	112-0172155-287782	AMAZON - WIRELESS KEYBOARD/MOUSE	72.45	
03/18/2025	INVOICE	112-0271836-856347	AMAZON - TONER CARTRIDGES	237.81	
03/18/2025	INVOICE	112-0565695-567946	AMAZON - WIRELESS DESKTOP KEYBOARD/MOUSE	72.45	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	112-0744077-400100	AMAZON - AROUND EAR HEADPHONE	49.95	
03/18/2025	INVOICE	112-0849861-880104	AMAZON - WALL MOUNT 4 SHELF FIRST AID KIT	270.00	
03/18/2025	INVOICE	112-1021913-281545	AMAZON - EXTENSION CORDS	243.92	
03/18/2025	INVOICE	112-1914001-052262	AMAZON - AROUND EAR HEADPHONE	49.95	
03/18/2025	INVOICE	112-2697303-184420	AMAZON - TAIL LIGHT ASSEMBLY	132.99	
03/18/2025	INVOICE	112-3090232-616424	AMAZON - DRY ERASE MARKERS, CHAIR SLIDERS, I	64.82	
03/18/2025	INVOICE	112-3181050-562341	AMAZON - RETRACTABLE BADGE REELS	37.99	
03/18/2025	INVOICE	112-3658121-788346	AMAZON - LAPTOP STAND HOLDER	26.99	
03/18/2025	INVOICE	112-3821641-278660	AMAZON - LED HGH BAY LIGHT	98.99	
03/18/2025	INVOICE	112-4847559-323544	AMAZON - SOLID STATE RELAYS	106.26	
03/18/2025	INVOICE	112-5639107-805303	AMAZON - VERTICAL LAPTOP STAND HOLDER	26.99	
03/18/2025	INVOICE	112-7057788-551061	AMAZON - WET MOP HANDLE	22.97	
03/18/2025	INVOICE	112-7186637-867946	AMAZON - GENERAL WIRE SPRING CLOSET AUGER	99.59	
03/18/2025	INVOICE	112-7668883-053706	AMAZON - LARGE FIRST AID KIT, CHAIR SLIDERS	59.98	
03/18/2025	INVOICE	112-9479981-698340	AMAZON - SOLENOID ASSEMBLY CADDY REPAIR KIT	56.56	
03/18/2025	INVOICE	112-9817769-511860	AMAZON - 4 - GOLF CART BATTERIES	4,399.96	
03/18/2025	INVOICE	5187407517	GOOGLE WORKSPACE BUSINESS STARTER	12.00	
03/18/2025	INVOICE	9819580	PROVANTAGE - MODULAR PATCH PANEL MOUNT TO W	70.99	
03/18/2025	INVOICE	9819589	PROVANTAGE - SURGE PROTECTION SINGLE CHANNE	341.88	
03/18/2025	INVOICE	HUT44191066	TREEHUT ORDER	213.00	
03/18/2025	INVOICE	112-7178035-134741	AMAZON - WEIGHTED TONING EXERCISE BALLS	129.44	
03/18/2025	INVOICE	AAAQ2MS6AJDJ	DAIRY QUEEN - GIFT CARDS	20.00	
03/18/2025	INVOICE	011219	FIVE BELOW - MINI SPRAYERS, HELLO PANDA	17.00	
03/18/2025	INVOICE	149524	IFIX OMAHA - PALY STATION HDMI PORT SOLDER	95.00	
03/18/2025	INVOICE	5123	RUNZA - GIFT CARD	10.00	
03/18/2025	INVOICE	130	SONIC - GIFT CARDS	20.00	
03/18/2025	INVOICE	113-9432287-813063	AMAZON - PENS	10.08	
03/18/2025	INVOICE	113-9452952-249146	AMAZON - TOY STORY 4	13.94	
03/18/2025	INVOICE	112-9015052-606344	AMAZON - DVD CASES, SELF INKING DATE STAMP	81.77	
03/18/2025	INVOICE	112-9554887-339942	AMAZON - JUNIE B FIRST GRADER	6.19	
03/18/2025	INVOICE	112-6395659-685621	GOBLIN SHARK	26.99	
03/18/2025	INVOICE	2282025	CONSTANT CONTACT	28.50	
03/18/2025	INVOICE	603853900001666013	EMPATHY STUDIOS - ANNUAL LIBRARY MEMBERSHIP	764.10	
03/18/2025	INVOICE	AD02346100000EUS	ADOBE CREATVIE CLOUD ALL APPS	34.99	
03/18/2025	INVOICE	113-8332466-450345	AMAZON - ELASTIC CORD FASTENER, JUDY MOODY	47.33	
03/18/2025	INVOICE	113-4634792-141785	AMAZON - BOOKS	67.81	
03/18/2025	INVOICE	112-8837228-788824	AMAZON - AA BATTERIES, CURTAIN ROD	43.75	
03/18/2025	INVOICE	30181	ALA - CREATING ENGAGING LIBRARY SPACES	47.40	
03/18/2025	INVOICE	156533737	CRICUT ACCESS STANDARD	0.53	
03/18/2025	INVOICE	112-3756260-985065	AMAZON - DRY ERASE MARKERS, DVDS, CARDSTOCK	59.84	
03/18/2025	INVOICE	112-0419840-790266	AMZON - TONER CARTRIDGE, DROP CLOTH, AAA BA	411.90	
03/18/2025	INVOICE	113-3448129-116345	AMAZON - TOWELS COTTON SHOP RAGS	35.99	
03/18/2025	INVOICE	113-8676196-461144	AMAZON - FULL HAIR WIG	9.99	
03/18/2025	INVOICE	113-2898651-918186	AMAZON - REMOTE CLICKER WITH LASER POINTER	81.45	
03/18/2025	INVOICE	6374550	OFFICESUPLLY.COM - SHARPIE MARKERS, SCISSOR	47.37	
03/18/2025	INVOICE	113-1075625-369622	AMAZON - HAND SANITIZER, TALL KITCHEN TRASH	152.70	
03/18/2025	INVOICE	113-5423803-151626	AMAZON - FIRST AID ANTIBIOTIC PACKETS, EXTE	218.90	
03/18/2025	INVOICE	6350062	OFFICESUPPLY.COM - SHARPIE MARKERS, RETRACT	46.51	
03/18/2025	INVOICE	319391	NRPA - PARKS & REC MARKETING CERITFICATE	350.00	
03/18/2025	INVOICE	820680	NRPA - AQUATICS WORKSHOP	90.00	
03/18/2025	INVOICE	90944758	NEBRASKA.GOV - 2025-2026 NONPROFIT CORP BIE	28.00	
03/18/2025	INVOICE	111-0070479-230660	AMAZON - ZIP TIES	57.98	
03/18/2025	INVOICE	9313768908737279	FACEBOOK CAMPAIGNS	207.35	
03/18/2025	INVOICE	728C72EB-0008	STARFISH AQUATICS - SWIMMING BASIC	69.00	
03/18/2025	INVOICE	3.03.206	AMAZON - PRIME MEMBERSHIP	139.00	
03/18/2025	INVOICE	111-6657075-328022	AMAZON - NON-SPILL QUICK MALE NIPPLE	62.95	
03/18/2025	INVOICE	9718933450	SIXT.COM - CAR RENTAL	455.11	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	3QFSAY	SOUTHWEST	616.36	
03/18/2025	INVOICE	1321949	NATIONAL REGISTRY EMT - PARAMEDIC RECERTIFI(	32.00	
03/18/2025	INVOICE	27511	TAYLORS TINS	176.00	
03/18/2025	INVOICE	311398	CULVERS	24.22	
03/18/2025	INVOICE	22688462	NORTHERN TOOLS - MANUAL BOX PAN BRAKE	2,199.00	
03/18/2025	INVOICE	2.20.2025	BURGER KING	15.01	
03/18/2025	INVOICE	340811	FBI NATIONAL ACADEMY MEMBERSHIP	130.00	
03/18/2025	INVOICE	114-8525674890023 1	AMAZON - LISTEN ONLY EARPIECE, SHEEPDOG EAR	119.20	
03/18/2025	INVOICE	2.19.2025	COLUMBUS TELEGRAM SUBSCRIPTION	24.99	
03/18/2025	INVOICE	F100215584	STATE OF NE - NOTARY RENEWAL	30.00	
03/18/2025	INVOICE	E3553737	NATIONAL REGISTRY OF EMT	25.00	
03/18/2025	INVOICE	1338970	NATIONAL REGISTRY OF EMT	32.00	
03/18/2025	INVOICE	112-4690056-5183452	AMAZON - 4 - GOLF CART BATTERIES	4,399.96	
			Total:	23,200.76	
			Net of 98 Invoices / 0 Checks	23,200.76	
00169	FRONTIER				
03/18/2025	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	1,862.90	
03/18/2025	INVOICE	30818802060523942	E911 PHONE CHARGES 3/01/25 TO 3/29/25	89.84	
03/18/2025	INVOICE	40256277850209002	NWP 3/01/25 TO 3/29/25	89.52	
			Total:	2,042.26	
			Net of 3 Invoices / 0 Checks	2,042.26	
10605	G.I. TRAILER				
03/18/2025	INVOICE	02S1430	REPLACE TARP	3,455.69	
03/18/2025	INVOICE	02S1439	REPLACE TARP	2,679.64	
			Total:	6,135.33	
			Net of 2 Invoices / 0 Checks	6,135.33	
03172	GALLS LLC				
03/18/2025	INVOICE	030503935	MOURNING BANDS	139.83	
03/18/2025	INVOICE	030481442	COVERED CUFF CASE	41.26	
03/18/2025	INVOICE	030504378	MACE CASE	202.74	
			Total:	383.83	
			Net of 3 Invoices / 0 Checks	383.83	
03174	GEHRING CONSTRUCTION &				
03/18/2025	INVOICE	82096	CONCRETE	76.50	
			Total:	76.50	
			Net of 1 Invoices / 0 Checks	76.50	
10401	GOLFNOW				
03/18/2025	INVOICE	INV00102723	WEBSITE/EMAIL HOSTING	196.96	
			Total:	196.96	
			Net of 1 Invoices / 0 Checks	196.96	
11300	GOMEZ DIANA				
03/18/2025	INVOICE	3.05.2025	KEARNEY WINTER FIRE SCHOOL - MEAL	22.42	
			Total:	22.42	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	22.42	
02594	GREAT PLAINS BUILDING SUPPLY				
03/18/2025	INVOICE	2503-537397	4X4-10 ACQ TREATED	17.81	
			Total:	17.81	
			Net of 1 Invoices / 0 Checks	17.81	
02075	GREAT PLAINS COMMUNICATIONS				
03/18/2025	INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 03/16 - 04/15	1,562.47	
			Total:	1,562.47	
			Net of 1 Invoices / 0 Checks	1,562.47	
02709	GREAT PLAINS UNIFORMS LLC				
03/18/2025	INVOICE	38745-1	MOURNING BANDS, PANTS, SOFTSHELL PULLOVER, I	699.95	
			Total:	699.95	
			Net of 1 Invoices / 0 Checks	699.95	
02904	GUNSLINGERS LLC				
03/18/2025	INVOICE	27224	MOSSBERG 715T .22 RIFLE - MOORE QM	419.88	
03/18/2025	INVOICE	27226	AMMO - MOORE QM	33.76	
			Total:	453.64	
			Net of 2 Invoices / 0 Checks	453.64	
00272	HAWKINS INC				
03/18/2025	INVOICE	7003351	CHEMICALS	4,292.14	
			Total:	4,292.14	
			Net of 1 Invoices / 0 Checks	4,292.14	
10271	HD SUPPLY				
03/18/2025	INVOICE	854371549	FLOOR CLEANER, PAPER TOWELS, FOAM DISINFECTA	163.79	
03/18/2025	INVOICE	853401818	X-EFFECT BOWL CLEANER	38.02	
			Total:	201.81	
			Net of 2 Invoices / 0 Checks	201.81	
03185	HDR ENGINEERING INC				
03/18/2025	INVOICE	1200700366	COLUMBUS SAFE STREETS & ROADS FOR ALL	28,446.06	
03/18/2025	INVOICE	1200699741	SANITARY SEWER HYDRAULIC MODEL CONVERSION	2,250.00	
			Total:	30,696.06	
			Net of 2 Invoices / 0 Checks	30,696.06	
01424	HEARTLAND NATURAL GAS LLC				
03/18/2025	INVOICE	149984	NATURAL GAS	2,708.58	
03/18/2025	INVOICE	149998	NATURAL GAS	2,169.13	
03/18/2025	INVOICE	149997	NATURAL GAS	2,207.52	
03/18/2025	INVOICE	149996	NATURAL GAS	192.44	
03/18/2025	INVOICE	149986	NATURAL GAS	375.83	
03/18/2025	INVOICE	149992	NATURAL GAS	3,044.86	
03/18/2025	INVOICE	149991	NATURAL GAS	912.29	
03/18/2025	INVOICE	149989	NATURAL GAS	324.85	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	149983	NATURAL GAS	517.29	
03/18/2025	INVOICE	149988	NATURAL GAS	93.48	
03/18/2025	INVOICE	149985	NATURAL GAS	612.00	
03/18/2025	INVOICE	149993	NATURAL GAS	3,032.88	
03/18/2025	INVOICE	149990	NATURAL GAS	224.73	
03/18/2025	INVOICE	149987	NATURAL GAS	116.89	
			Total:	16,532.77	
			Net of 14 Invoices / 0 Checks	16,532.77	
10975	HEARTLAND OFFICE CLEANERS				
03/18/2025	INVOICE	23754	MARCH CLEANING SERVICE	520.00	
			Total:	520.00	
			Net of 1 Invoices / 0 Checks	520.00	
01724	HOBBY LOBBY				
03/18/2025	INVOICE	138753896	PAPER CRAFTS	31.92	
03/18/2025	INVOICE	139076639	CRAFTS	10.70	
			Total:	42.62	
			Net of 2 Invoices / 0 Checks	42.62	
11298	HOLIDAY OUTDOOR DECOR				
03/18/2025	INVOICE	INV18949	CUSTOM VINYL BANNERS	9,763.00	
			Total:	9,763.00	
			Net of 1 Invoices / 0 Checks	9,763.00	
00150	HOMETOWN LEASING				
03/18/2025	INVOICE	1	COPIER LEASE PAYMENT	130.21	
			Total:	130.21	
			Net of 1 Invoices / 0 Checks	130.21	
00403	HOWERTER MD MARK S				
03/18/2025	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
03/18/2025	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR	678.00	
			Total:	1,294.00	
			Net of 2 Invoices / 0 Checks	1,294.00	
10262	HUSTLER TURF EQUIPMENT INC.				
03/18/2025	INVOICE	2833623	HUSTLER MOWER	16,919.00	
			Total:	16,919.00	
			Net of 1 Invoices / 0 Checks	16,919.00	
03192	HY-VEE INC				
03/18/2025	INVOICE	5800353314	WATER , COOKIES	19.96	
			Total:	19.96	
			Net of 1 Invoices / 0 Checks	19.96	
10972	IAPMO				
03/18/2025	INVOICE	3244	IAPMO GOVERNMENTAL	637.50	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	637.50	
			Net of 1 Invoices / 0 Checks	637.50	
03194	INGRAM LIBRARY SERVICES, INC				
03/18/2025	INVOICE	86570083	MATERIALS	1,246.07	
03/18/2025	INVOICE	86556626	MATERIALS	138.36	
03/18/2025	INVOICE	86592512	MATERIALS	39.19	
03/18/2025	INVOICE	86670840	MATERIALS	271.70	
03/18/2025	INVOICE	86682890	MATERIALS	103.70	
03/18/2025	INVOICE	86707237	MATERIALS	46.06	
03/18/2025	INVOICE	86728965	MATERIALS	113.20	
03/18/2025	INVOICE	86794736	MATERIALS	53.33	
03/18/2025	INVOICE	86816940	MATERIALS	71.89	
03/18/2025	INVOICE	86862749	MATERIALS	414.72	
03/18/2025	INVOICE	86933576	MATERIALS	111.76	
03/18/2025	INVOICE	86964035	MATERIALS	64.94	
03/18/2025	INVOICE	86988747	MATERIALS	157.61	
			Total:	2,832.53	
			Net of 13 Invoices / 0 Checks	2,832.53	
03199	JACKSON SERVICES INC				
03/18/2025	INVOICE	5512596	UNIFORMS	139.65	
03/18/2025	INVOICE	5512597	2 - SOAP FOAM - BAG	36.00	
03/18/2025	INVOICE	5512604	UNIFORMS	88.37	
03/18/2025	INVOICE	5512605	UNIFORMS	96.08	
03/18/2025	INVOICE	5512606	MAT	3.07	
03/18/2025	INVOICE	5512607	UNIFORMS	26.74	
03/18/2025	INVOICE	5512595	SOAP, UNIFORMS	342.72	
03/18/2025	INVOICE	5511680	MATS	44.13	
03/18/2025	INVOICE	5514296	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPES	135.84	
03/18/2025	INVOICE	5506404	MATS	65.32	
03/18/2025	INVOICE	5506410	UNIFORMS	25.79	
03/18/2025	INVOICE	5506411	UNIFORMS	75.75	
03/18/2025	INVOICE	5508285	SHOP TOWELS ORANGE, UNIFORMS	261.32	
03/18/2025	INVOICE	5508286	UNIFORMS	139.70	
03/18/2025	INVOICE	5508295	MATS, ROLLER TOWELS, UNIFORMS	124.51	
03/18/2025	INVOICE	5508296	UNIFORMS	96.13	
03/18/2025	INVOICE	5508297	MAT, BAR TOWELS, SHOP TOWELS ORANGE	25.43	
03/18/2025	INVOICE	5508298	UNIFORMS	26.79	
03/18/2025	INVOICE	5508300	MOPS, MATS	60.25	
03/18/2025	INVOICE	5510678	BAR MOPS, MICROFIBER TOWELS, APRONS	54.32	
03/18/2025	INVOICE	5510681	UNIFORMS	25.74	
03/18/2025	INVOICE	5510682	UNIFORMS	75.69	
03/18/2025	INVOICE	5510683	MAT	24.99	
			Total:	1,994.33	
			Net of 23 Invoices / 0 Checks	1,994.33	
00523	JOHN DEERE FINANCIAL				
03/18/2025	INVOICE	4676761	FUEL PUMP	99.44	
			Total:	99.44	
			Net of 1 Invoices / 0 Checks	99.44	
11103	JONES GROUP				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	14169	NOTARY BOND - PATRICIA LASKA	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03202	KELLY SUPPLY COMPANY				
03/18/2025	INVOICE	S12302716-0	RUBBER FLANGE GASKET	19.33	
03/18/2025	INVOICE	S12302813-0	2 HOLE FLANGE UNIT	42.46	
03/18/2025	INVOICE	S12302903-0	GATES HYD HOSE, GATES STEM	545.06	
			Total:	606.85	
			Net of 3 Invoices / 0 Checks	606.85	
02236	LANGUAGE LINE SERVICES INC				
03/18/2025	INVOICE	11536527	OVER THE PHONE INTERPRETATION	136.25	
03/18/2025	INVOICE	11536296	OVER THE PHONE INTERPRETATION	83.09	
			Total:	219.34	
			Net of 2 Invoices / 0 Checks	219.34	
01183	LARM (LEAGUE ASSOCIATION OF				
03/18/2025	INVOICE	112674	ENDORSEMENT #17, 18 & 19	918.89	
			Total:	918.89	
			Net of 1 Invoices / 0 Checks	918.89	
03210	LEAGUE OF NEBR MUNICIPALITIES				
03/18/2025	INVOICE	194579	MIDWINTER CONFERENCE SENATOR APPRECIATION LI	33.00	
			Total:	33.00	
			Net of 1 Invoices / 0 Checks	33.00	
00822	LINCOLN WINWATER WORKS				
03/18/2025	INVOICE	10923101	C900 PIPE 6" DR18	3,004.04	
03/18/2025	INVOICE	10923001	VALVE BOXES	3,496.94	
			Total:	6,500.98	
			Net of 2 Invoices / 0 Checks	6,500.98	
03214	LOUP POWER DISTRICT				
03/18/2025	INVOICE	169004 MAR 25	ELECTRICITY	1,770.24	
03/18/2025	INVOICE	169005 MAR 25	ELECTRICITY	290.88	
03/18/2025	INVOICE	169009 MAR 25	ELECTRICITY	29.24	
03/18/2025	INVOICE	169016 MAR 25	ELECTRICITY	276.48	
03/18/2025	INVOICE	169017 MAR 25	ELECTRICITY	25.00	
03/18/2025	INVOICE	169018 MAR 25	ELECTRICITY	3.08	
03/18/2025	INVOICE	169019 MAR 25	ELECTRICITY	535.42	
03/18/2025	INVOICE	169020 MAR 25	ELECTRICITY	5.86	
03/18/2025	INVOICE	169022 MAR 25	ELECTRICITY	25.42	
03/18/2025	INVOICE	169023 MAR 25	ELECTRICITY	338.15	
03/18/2025	INVOICE	169024 MAR 25	ELECTRICITY	58.49	
03/18/2025	INVOICE	169026 MAR 25	ELECTRICITY	103.68	
03/18/2025	INVOICE	169027 MAR 25	ELECTRICITY	12.91	
03/18/2025	INVOICE	169028 MAR 25	ELECTRICITY	543.94	
03/18/2025	INVOICE	169029 MAR 25	ELECTRICITY	850.61	
03/18/2025	INVOICE	169030 MAR 25	ELECTRICITY	350.98	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	169031 MAR 25	ELECTRICITY	41.19	
03/18/2025	INVOICE	169033 MAR 25	ELECTRICITY	35.90	
03/18/2025	INVOICE	169036 MAR 25	ELECTRICITY	200.93	
03/18/2025	INVOICE	169038 MAR 25	ELECTRICITY	4,023.36	
03/18/2025	INVOICE	169039 MAR 25	ELECTRICITY	25.00	
03/18/2025	INVOICE	169041 MAR 25	ELECTRICITY	38.50	
03/18/2025	INVOICE	169043 MAR 25	ELECTRICITY	41.46	
03/18/2025	INVOICE	169044 MAR 25	ELECTRICITY	43.36	
03/18/2025	INVOICE	169048 MAR 25	ELECTRICITY	32.17	
03/18/2025	INVOICE	169050 MAR 25	ELECTRICITY	81.74	
03/18/2025	INVOICE	169051 MAR 25	ELECTRICITY	25.11	
03/18/2025	INVOICE	169053 MAR 25	ELECTRICITY	38.33	
03/18/2025	INVOICE	169055 MAR 25	ELECTRICITY	25.53	
03/18/2025	INVOICE	169056 MAR 25	ELECTRICITY	41.14	
03/18/2025	INVOICE	169058 MAR 25	ELECTRICITY	34.60	
03/18/2025	INVOICE	169061 MAR 25	ELECTRICITY	31.86	
03/18/2025	INVOICE	169062 MAR 25	ELECTRICITY	158.76	
03/18/2025	INVOICE	169064 MAR 25	ELECTRICITY	26.06	
03/18/2025	INVOICE	169065 MAR 25	ELECTRICITY	1,735.68	
03/18/2025	INVOICE	169066 MAR 25	ELECTRICITY	40.93	
03/18/2025	INVOICE	169069 MAR 25	ELECTRICITY	40.24	
03/18/2025	INVOICE	169072 MAR 25	ELECTRICITY	250.00	
03/18/2025	INVOICE	169073 MAR 25	ELECTRICITY	38.50	
03/18/2025	INVOICE	169074 MAR 25	ELECTRICITY	30.28	
03/18/2025	INVOICE	169077 MAR 25	ELECTRICITY	25.63	
03/18/2025	INVOICE	169080 MAR 25	ELECTRICITY	122.74	
03/18/2025	INVOICE	169081 MAR 25	ELECTRICITY	39.14	
03/18/2025	INVOICE	169082 MAR 25	ELECTRICITY	87.30	
03/18/2025	INVOICE	169083 MAR 25	ELECTRICITY	680.60	
03/18/2025	INVOICE	169084 MAR 25	ELECTRICITY	1,847.35	
03/18/2025	INVOICE	169085 MAR 25	ELECTRICITY	1,594.55	
03/18/2025	INVOICE	169086 MAR 25	ELECTRICITY	845.89	
03/18/2025	INVOICE	169087 MAR 25	ELECTRICITY	213.90	
03/18/2025	INVOICE	169089 MAR 25	ELECTRICITY	36.61	
03/18/2025	INVOICE	169090 MAR 25	ELECTRICITY	37.98	
03/18/2025	INVOICE	169091 MAR 25	ELECTRICITY	60.71	
03/18/2025	INVOICE	169092 MAR 25	ELECTRICITY	57.76	
03/18/2025	INVOICE	169093 MAR 25	ELECTRICITY	60.93	
03/18/2025	INVOICE	169094 MAR 25	ELECTRICITY	58.71	
03/18/2025	INVOICE	169096 MAR 25	ELECTRICITY	487.91	
03/18/2025	INVOICE	169097 MAR 25	ELECTRICITY	29.11	
03/18/2025	INVOICE	169098 MAR 25	ELECTRICITY	28.08	
03/18/2025	INVOICE	169107 MAR 25	ELECTRICITY	81.27	
03/18/2025	INVOICE	169112 MAR 25	ELECTRICITY	113.41	
03/18/2025	INVOICE	169116 MAR 25	ELECTRICITY	67.41	
03/18/2025	INVOICE	169118 MAR 25	ELECTRICITY	41.04	
03/18/2025	INVOICE	169120 MAR 25	ELECTRICITY	6,120.96	
03/18/2025	INVOICE	169121 MAR 25	ELECTRICITY	4,665.60	
03/18/2025	INVOICE	169122 MAR 25	ELECTRICITY	2,304.00	
03/18/2025	INVOICE	169123 MAR 25	ELECTRICITY	53.80	
03/18/2025	INVOICE	169124 MAR 25	ELECTRICITY	67.62	
03/18/2025	INVOICE	169125 MAR 25	ELECTRICITY	46.78	
03/18/2025	INVOICE	169126 MAR 25	ELECTRICITY	101.18	
03/18/2025	INVOICE	169127 MAR 25	ELECTRICITY	48.16	
03/18/2025	INVOICE	169130 MAR 25	ELECTRICITY	45.94	
03/18/2025	INVOICE	169131 MAR 25	ELECTRICITY	4.15	
03/18/2025	INVOICE	169132 MAR 25	ELECTRICITY	64.14	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	169133 MAR 25	ELECTRICITY	7,420.44	
03/18/2025	INVOICE	169135 MAR 25	ELECTRICITY	2,422.28	
03/18/2025	INVOICE	169136 MAR 25	ELECTRICITY	106.08	
03/18/2025	INVOICE	169137 MAR 25	ELECTRICITY	98.98	
03/18/2025	INVOICE	169138 MAR 25	ELECTRICITY	73.11	
03/18/2025	INVOICE	169139 MAR 25	ELECTRICITY	188.16	
03/18/2025	INVOICE	169140 MAR 25	ELECTRICITY	89.14	
03/18/2025	INVOICE	169141 MAR 25	ELECTRICITY	93.41	
03/18/2025	INVOICE	400001 MAR 25	ELECTRICITY	665.62	
03/18/2025	INVOICE	400002 MAR 25	ELECTRICITY	273.23	
03/18/2025	INVOICE	400003 MAR 25	ELECTRICITY	133.37	
03/18/2025	INVOICE	400004 MAR 25	ELECTRICITY	325.42	
03/18/2025	INVOICE	400005 MAR 25	ELECTRICITY	27.53	
03/18/2025	INVOICE	400006 MAR 25	ELECTRICITY	25.53	
03/18/2025	INVOICE	400008 MAR 25	ELECTRICITY	25.63	
03/18/2025	INVOICE	400009 MAR 25	ELECTRICITY	64.35	
03/18/2025	INVOICE	400010 MAR 25	ELECTRICITY	37.87	
03/18/2025	INVOICE	400011 MAR 25	ELECTRICITY	29.54	
03/18/2025	INVOICE	400012 MAR 25	ELECTRICITY	43.78	
03/18/2025	INVOICE	400013 MAR 25	ELECTRICITY	43.99	
03/18/2025	INVOICE	400015 MAR 25	ELECTRICITY	730.78	
03/18/2025	INVOICE	400016 MAR 25	ELECTRICITY	54.38	
03/18/2025	INVOICE	400017 MAR 25	ELECTRICITY	43.67	
03/18/2025	INVOICE	400018 MAR 25	ELECTRICITY	41.88	
03/18/2025	INVOICE	400019 MAR 25	ELECTRICITY	129.53	
03/18/2025	INVOICE	400020 MAR 25	ELECTRICITY	652.80	
03/18/2025	INVOICE	400023 MAR 25	ELECTRICITY	596.81	
03/18/2025	INVOICE	400024 MAR 25	ELECTRICITY	30.59	
03/18/2025	INVOICE	400025 MAR 25	ELECTRICITY	86.40	
03/18/2025	INVOICE	400026 MAR 25	ELECTRICITY	25.63	
03/18/2025	INVOICE	400028 MAR 25	ELECTRICITY	102.45	
03/18/2025	INVOICE	400029 MAR 25	ELECTRICITY	80.97	
03/18/2025	INVOICE	400030 MAR 25	ELECTRICITY	28.59	
03/18/2025	INVOICE	400031 MAR 25	ELECTRICITY	108.58	
03/18/2025	INVOICE	400032 MAR 25	ELECTRICITY	86.07	
03/18/2025	INVOICE	400033 MAR 25	ELECTRICITY	119.71	
03/18/2025	INVOICE	400034 MAR 25	ELECTRICITY	51.69	
03/18/2025	INVOICE	400037 MAR 25	ELECTRICITY	47.37	
03/18/2025	INVOICE	400039 MAR 25	ELECTRICITY	65.18	
03/18/2025	INVOICE	400040 MAR 25	ELECTRICITY	27,204.65	
03/18/2025	INVOICE	400041 MAR 25	ELECTRICITY	90.69	
03/18/2025	INVOICE	400042 MAR 25	ELECTRICITY	33.44	
03/18/2025	INVOICE	400044 MAR 25	ELECTRICITY	94.09	
03/18/2025	INVOICE	400046 MAR 25	ELECTRICITY	26.38	
03/18/2025	INVOICE	400047 MAR 25	ELECTRICITY	1,273.70	
03/18/2025	INVOICE	400048 MAR 25	ELECTRICITY	40.00	
03/18/2025	INVOICE	400049 MAR 25	ELECTRICITY	47.50	
03/18/2025	INVOICE	400051 MAR 25	ELECTRICITY	27.74	
03/18/2025	INVOICE	400052 MAR 25	ELECTRICITY	28.17	
03/18/2025	INVOICE	400055 MAR 25	ELECTRICITY	25.00	
03/18/2025	INVOICE	400057 MAR 25	ELECTRICITY	40.24	
03/18/2025	INVOICE	400059 MAR 25	ELECTRICITY	218.97	
03/18/2025	INVOICE	400060 MAR 25	ELECTRICITY	11,394.24	
03/18/2025	INVOICE	400061 MAR 25	ELECTRICITY	327.55	
03/18/2025	INVOICE	400062 MAR 25	ELECTRICITY	33.76	
03/18/2025	INVOICE	400063 MAR 25	ELECTRICITY	43.04	
03/18/2025	INVOICE	400065 MAR 25	ELECTRICITY	3,572.84	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	400068 MAR 25	ELECTRICITY	68.57	
03/18/2025	INVOICE	400069 MAR 25	ELECTRICITY	38.72	
03/18/2025	INVOICE	400070 MAR 25	ELECTRICITY	1,603.00	
03/18/2025	INVOICE	400071 MAR 25	ELECTRICITY	48.53	
03/18/2025	INVOICE	400072 MAR 25	ELECTRICITY	36.61	
03/18/2025	INVOICE	400073 MAR 25	ELECTRICITY	35.87	
03/18/2025	INVOICE	400075 MAR 25	ELECTRICITY	41.25	
03/18/2025	INVOICE	400076 MAR 25	ELECTRICITY	31.96	
03/18/2025	INVOICE	400077 MAR 25	ELECTRICITY	29.11	
03/18/2025	INVOICE	400079 MAR 25	ELECTRICITY	207.88	
03/18/2025	INVOICE	400081 MAR 25	ELECTRICITY	193.34	
03/18/2025	INVOICE	400083 MAR 25	ELECTRICITY	64.67	
03/18/2025	INVOICE	400084 MAR 25	ELECTRICITY	186.82	
03/18/2025	INVOICE	400085 MAR 25	ELECTRICITY	31.65	
03/18/2025	INVOICE	400088 MAR 25	ELECTRICITY	59.32	
03/18/2025	INVOICE	400089 MAR 25	ELECTRICITY	852.48	
03/18/2025	INVOICE	400090 MAR 25	ELECTRICITY	63.88	
03/18/2025	INVOICE	400091 MAR 25	ELECTRICITY	357.62	
03/18/2025	INVOICE	400092 MAR 25	ELECTRICITY	28.59	
03/18/2025	INVOICE	400093 MAR 25	ELECTRICITY	40.61	
03/18/2025	INVOICE	400094 MAR 25	ELECTRICITY	157.06	
03/18/2025	INVOICE	400095 MAR 25	ELECTRICITY	120.58	
03/18/2025	INVOICE	400096 MAR 25	ELECTRICITY	1,589.76	
03/18/2025	INVOICE	400097 MAR 25	ELECTRICITY	731.36	
03/18/2025	INVOICE	400098 MAR 25	ELECTRICITY	806.40	
03/18/2025	INVOICE	400099 MAR 25	ELECTRICITY	334.08	
03/18/2025	INVOICE	400100 MAR 25	ELECTRICITY	50.90	
03/18/2025	INVOICE	400101 MAR 25	ELECTRICITY	67.88	
03/18/2025	INVOICE	400036 MAR 25	ELECTRICITY	1,429.86	
			Total:	101,542.27	
			Net of 159 Invoices / 0 Checks	101,542.27	
03217	MAILBOX				
03/18/2025	INVOICE	120717	REPAIR CENTER	23.99	
03/18/2025	INVOICE	120728	NEBRASKA PUBLIC HEALTH	14.26	
03/18/2025	INVOICE	120783	NEBRASKA PUBLIC HEALTH	14.26	
03/18/2025	INVOICE	120859	NEBRASKA PUBLIC HEALTH	13.93	
03/18/2025	INVOICE	120769	NE LAW ENFORCEMENT TRAINING CENTER	14.65	
03/18/2025	INVOICE	120861	NE LAW ENFORCEMENT TRAINING CENTER	13.86	
03/18/2025	INVOICE	120760	WAITE & MCWHA ATTORNEYS AT LAW	122.49	
03/18/2025	INVOICE	120867	NEBRASKA PUBLIC HEALTH	13.93	
			Total:	231.37	
			Net of 8 Invoices / 0 Checks	231.37	
03212	MATHESON-LINWELD				
03/18/2025	INVOICE	52473078	MEDICAL OXYGEN	65.43	
			Total:	65.43	
			Net of 1 Invoices / 0 Checks	65.43	
03220	MENARDS				
03/18/2025	INVOICE	23273	AIR HOSE, DAWN, SPONGES, AIR REGULATORS, CO	90.96	
03/18/2025	INVOICE	23169	PAINT, FENDER WASHER, LOCKNUT, HEX BOLT, PA	124.82	
03/18/2025	INVOICE	22980	ROUTER BIT SET	17.99	
03/18/2025	INVOICE	23106	REBAR	17.07	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	23103	GOO GONE, BRUSH NICKEL LARGE	15.55	
03/18/2025	INVOICE	23099	TORQ WRENCH, AERATOR 2PK, BRAKELEEN	40.44	
03/18/2025	INVOICE	22981	12 X 3/4 PH PAN	20.97	
03/18/2025	INVOICE	23000	INSULATION, LYSOL, SPRAYWAY CLEANER	43.10	
03/18/2025	INVOICE	22665	PIPE HEATING CABLE, UTILITY HEATER, FOAM TA	96.74	
03/18/2025	INVOICE	22663	DIESEL CONDITIONER, SPLASH -35	161.82	
03/18/2025	INVOICE	22722	PAINT, STARTING FLUID, CHAIN LUBE, TOILET C	288.50	
03/18/2025	INVOICE	22706	15 AMP MEDIUM DUTY FUSE	24.48	
03/18/2025	INVOICE	22779	STAR DRIVE, TAPE MEASURE, DRILLBITS	67.05	
03/18/2025	INVOICE	22780	AVIATION SNIPS, DIAL CALIPER, METAL SHEAR,	114.00	
			Total:	1,123.49	
			Net of 14 Invoices / 0 Checks	1,123.49	
03222	MID-AMERICAN RESEARCH				
03/18/2025	INVOICE	0841719-IN	ENZYME BLOCK	688.00	
			Total:	688.00	
			Net of 1 Invoices / 0 Checks	688.00	
03224	MIDWEST LABORATORIES INC				
03/18/2025	INVOICE	1225340	SUPPLIES	73.25	
			Total:	73.25	
			Net of 1 Invoices / 0 Checks	73.25	
00487	MIDWEST TAPE LLC				
03/18/2025	INVOICE	506824796	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK	626.02	
			Total:	626.02	
			Net of 1 Invoices / 0 Checks	626.02	
00463	MIKE'S TOWING				
03/18/2025	INVOICE	40789	TOWING	150.00	
03/18/2025	INVOICE	40440	TOWING	150.00	
03/18/2025	INVOICE	40797	TOWING	150.00	
03/18/2025	INVOICE	40798	TOWING	150.00	
03/18/2025	INVOICE	40801	TOWING	150.00	
03/18/2025	INVOICE	40805	TOWING	150.00	
03/18/2025	INVOICE	40444	TOWING	150.00	
			Total:	1,050.00	
			Net of 7 Invoices / 0 Checks	1,050.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
03/18/2025	INVOICE	757338	TERMINAL GM	17.32	
03/18/2025	INVOICE	757169	BATTERIES	1,320.36	
03/18/2025	INVOICE	757008	POWERATED BELT	49.47	
03/18/2025	INVOICE	757404	INSERT BRG	7.34	
03/18/2025	INVOICE	757476	EMB GREASE	149.70	
03/18/2025	INVOICE	757182	CREDIT - CORE DEPOSITS	(162.00)	
			Total:	1,382.19	
			Net of 6 Invoices / 0 Checks	1,382.19	
10709	NDEE				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	2.24.2025	WWTF OPERATOR CERTIFICATION EXAM - BRETT ALS	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03233	NEBRASKA LAW ENFORCEMENT				
03/18/2025	INVOICE	14842	TABE TEST FEE	39.90	
			Total:	39.90	
			Net of 1 Invoices / 0 Checks	39.90	
00020	NEBRASKA MUNICIPAL FIRE CHIEFS				
03/18/2025	INVOICE	3.04.2025	MEMBERSHIP & NFPA DUES	660.00	
			Total:	660.00	
			Net of 1 Invoices / 0 Checks	660.00	
00029	NEBRASKA STATE FIRE MARSHAL				
03/18/2025	INVOICE	133343	NE26262-BOILER COLUMBUS AQUATIC CENTER ANNU	36.00	
			Total:	36.00	
			Net of 1 Invoices / 0 Checks	36.00	
10263	NEBRASKA STATE PATROL				
03/18/2025	INVOICE	1467531	2025 TRACS LICENSES	1,650.00	
			Total:	1,650.00	
			Net of 1 Invoices / 0 Checks	1,650.00	
03241	NEWMAN SIGNS INC.				
03/18/2025	INVOICE	TRFINV059174	SIGNS	432.43	
			Total:	432.43	
			Net of 1 Invoices / 0 Checks	432.43	
11051	NFPI TRAINING				
03/18/2025	INVOICE	22425G06	TUITION - ONLINE MVAC-609 CERTIFICATION	1,880.00	
			Total:	1,880.00	
			Net of 1 Invoices / 0 Checks	1,880.00	
03246	NORTHEAST NEBRASKA ECONOMIC				
03/18/2025	INVOICE	25781	CDBG DHA REUSE JANUARY 2025	112.50	
03/18/2025	INVOICE	25783	CDBG REHAB REUSE JANUARY 2025 ADMIN SERVICES	112.50	
			Total:	225.00	
			Net of 2 Invoices / 0 Checks	225.00	
03245	NORTHEAST NEBRASKA SOLID				
03/18/2025	INVOICE	2282025	LANDFILL CHARGES	46,226.49	
			Total:	46,226.49	
			Net of 1 Invoices / 0 Checks	46,226.49	
00350	NOSWETT FENCING INC				
03/18/2025	INVOICE	16153	RESET LIMITS & ADJUSTED ROLLERS	350.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	16146	INSTALL 12' BLACK CHAIN LINK AT BALLFIELD	12,700.00	
03/18/2025	INVOICE	16145	INSTALL 2 LIFEMASTER GATE OPERATORS	13,895.00	
			Total:	26,945.00	
			Net of 3 Invoices / 0 Checks	26,945.00	
00220	NWEA				
03/18/2025	INVOICE	NWEA	WASTEWATER CERTIFICATION TRAINING - BRETT A	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
03249	OCCUPATIONAL HEALTH SERV				
03/18/2025	INVOICE	79215	INFLUENZA IMMUNIZATIONS	1,470.00	
03/18/2025	INVOICE	80203	PRE-EMPLOYMENT	845.00	
03/18/2025	INVOICE	80355	DRUG SCREEN-COLLECTION	320.00	
03/18/2025	INVOICE	80496	DRUG SCREEN-COLLECTION	437.00	
03/18/2025	INVOICE	80495	DRUG SCREEN-COLLECTION	332.00	
03/18/2025	INVOICE	80202	DRUG SCREEN - COLLECTION	117.00	
			Total:	3,521.00	
			Net of 6 Invoices / 0 Checks	3,521.00	
02852	OLSON'S PEST TECHNICIANS				
03/18/2025	INVOICE	406912	PEST CONTROL	85.00	
03/18/2025	INVOICE	406913	PEST CONTROL	55.00	
03/18/2025	INVOICE	406914	PEST CONTROL	90.00	
03/18/2025	INVOICE	406915	PEST CONTROL	60.00	
03/18/2025	INVOICE	406916	PEST CONTROL	55.00	
03/18/2025	INVOICE	408273	PEST CONTROL	63.00	
03/18/2025	INVOICE	408274	PEST CONTROL	75.00	
			Total:	483.00	
			Net of 7 Invoices / 0 Checks	483.00	
01451	ONE CALL CONCEPTS INC				
03/18/2025	INVOICE	5020124	LOCATE FEES	171.92	
			Total:	171.92	
			Net of 1 Invoices / 0 Checks	171.92	
01307	ONE SOURCE				
03/18/2025	INVOICE	2022174155	BACKGROUND CHECKS	95.00	
			Total:	95.00	
			Net of 1 Invoices / 0 Checks	95.00	
00176	O'REILLY AUTOMOTIVE INC				
03/18/2025	INVOICE	0681-321153	MINI BULB, RETAINER, DRIV TYP RVT	17.09	
03/18/2025	INVOICE	0681-329170	ADAPTER	15.99	
03/18/2025	INVOICE	0681-329169	WIPER BLADES, WIPER FLUID	102.40	
03/18/2025	INVOICE	0681-328283	30 YD TAPE	27.98	
03/18/2025	INVOICE	0681-329380	FUSE HOLDER	4.79	
03/18/2025	INVOICE	0681-329970	TRIM PANEL, BUMPER CLIP	13.77	
03/18/2025	INVOICE	0681-329299	MOLY GREASE	66.90	
03/18/2025	INVOICE	0681-329489	GLASS CLEANER	71.88	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	320.80	
			Net of 8 Invoices / 0 Checks	320.80	
10411	PAPER TIGER SHREDDING				
03/18/2025	INVOICE	213810	64 GALLON CONTAINER	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
00345	PETE LIEN & SONS INC.				
03/18/2025	INVOICE	CD99270556	QUICKLIME FINES	7,034.69	
			Total:	7,034.69	
			Net of 1 Invoices / 0 Checks	7,034.69	
03258	PETTY CASH				
03/18/2025	INVOICE	3.06.2025	PETTY CASH	157.52	
			Total:	157.52	
			Net of 1 Invoices / 0 Checks	157.52	
00155	PLATTE COUNTY				
03/18/2025	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,062.00	
			Total:	4,062.00	
			Net of 1 Invoices / 0 Checks	4,062.00	
00758	PLATTE COUNTY REGISTER OF				
03/18/2025	INVOICE	2.27.2025	SPECIAL ASSESSMENT LIENS	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
01077	PLATTE VALLEY COMMUNICATIONS				
03/18/2025	INVOICE	052400045	TECH TIME	261.25	
			Total:	261.25	
			Net of 1 Invoices / 0 Checks	261.25	
11195	PLAYAWAY PRODUCTS LLC				
03/18/2025	INVOICE	492758	NEAT NICK, USB CORD	54.99	
			Total:	54.99	
			Net of 1 Invoices / 0 Checks	54.99	
02647	PORTER NATALEE L.				
03/18/2025	INVOICE	3.05.2025	KEARNEY WINTER FIRE SCHOOL - MEAL	20.22	
			Total:	20.22	
			Net of 1 Invoices / 0 Checks	20.22	
03261	PRESTOX				
03/18/2025	INVOICE	73405555	PEST CONTROL - 4630 HOWARD BLVD	68.46	
03/18/2025	INVOICE	73405553	PEST CONTROL - 424 E 8TH ST	65.78	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	134.24	
			Net of 2 Invoices / 0 Checks	134.24	
10964	PROVANTAGE ACCOUNTING				
03/18/2025	INVOICE	9828550	8 - HP S101 SPK BAR	416.00	
03/18/2025	INVOICE	9828545	6 - HP B560 PC MTNG BRACKET	306.00	
03/18/2025	INVOICE	9828679	8 - HP ELITE DESK, 9 - HP MONITORS	8,225.00	
			Total:	8,947.00	
			Net of 3 Invoices / 0 Checks	8,947.00	
10361	QUADIENT FINANCE USA, INC.				
03/18/2025	INVOICE	2.27.2025	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
10294	QUICK MED CLAIMS				
03/18/2025	INVOICE	INV41027	CLAIMS	6,289.11	
			Total:	6,289.11	
			Net of 1 Invoices / 0 Checks	6,289.11	
10265	ROAD BUILDERS MACHINERY AND SUPPLY				
03/18/2025	INVOICE	E04768	12FT SNOW PUSHER PLOW	18,000.00	
			Total:	18,000.00	
			Net of 1 Invoices / 0 Checks	18,000.00	
10977	ROTH PRENT				
03/18/2025	INVOICE	3.5.2025	MILEAGE, MEAL, PARKING	149.58	
			Total:	149.58	
			Net of 1 Invoices / 0 Checks	149.58	
01266	RR DONNELLEY				
03/18/2025	INVOICE	075493480	GUN APPLICATION	153.17	
			Total:	153.17	
			Net of 1 Invoices / 0 Checks	153.17	
10643	RUTT'S HEATING & A/C INC				
03/18/2025	INVOICE	13707	EAST SIDE CHILLER LEAKING	160.00	
03/18/2025	INVOICE	13730	PLUNGE AVIAN UNITS NOT FUNCTIONING PROPERLY	1,310.32	
			Total:	1,470.32	
			Net of 2 Invoices / 0 Checks	1,470.32	
01596	RVW INC				
03/18/2025	INVOICE	16869	CENTENNIAL PARK CONCESSION SPLICING ASSISTAI	364.00	
			Total:	364.00	
			Net of 1 Invoices / 0 Checks	364.00	
03270	SAPP BROS COLUMBUS INC				
03/18/2025	INVOICE	IN4670338	FUEL	8,080.00	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	IN4682772	FUEL	11,163.50	
03/18/2025	INVOICE	IN4672716	FUEL	5,434.00	
03/18/2025	INVOICE	IN4679322	FUEL	5,993.15	
03/18/2025	INVOICE	IN4689189	FUEL	2,016.00	
03/18/2025	INVOICE	IN4663370	PC DURON SHP 10W30	1,064.25	
03/18/2025	INVOICE	IN4663371A	DEF HAND PUMP, PC SUPREME SYN 5W30 FS	860.00	
			Total:	34,610.90	
			Net of 7 Invoices / 0 Checks	34,610.90	
11302	SCHAEFFER MFG COMPANY				
03/18/2025	INVOICE	JTT1022-INV1	SYNFORCE GREEN GREASE, CITROL, MOLY HI-VISC	519.36	
03/18/2025	INVOICE	JTT1024-INV1	CITROL, PENETRO 90, MOLY 5TH WHEEL, HI-VISC	803.64	
			Total:	1,323.00	
			Net of 2 Invoices / 0 Checks	1,323.00	
03271	SCHIEFFER SIGNS INC				
03/18/2025	INVOICE	49061	LETTERED UNITS 218, 219 & 220	1,065.00	
			Total:	1,065.00	
			Net of 1 Invoices / 0 Checks	1,065.00	
01599	SCHILLING RON				
03/18/2025	INVOICE	3.06.2025	MILEAGE MIDWINTER CONFERENCE	107.80	
			Total:	107.80	
			Net of 1 Invoices / 0 Checks	107.80	
00387	SCHWING BIOSET				
03/18/2025	INVOICE	61438232	RING-PISTON HYD CYL	276.00	
03/18/2025	INVOICE	61438196	SCRAPER	136.80	
03/18/2025	INVOICE	61438130	SEALING GLAND SET, RING-PISTON HYD CYL, O-R	456.30	
			Total:	869.10	
			Net of 3 Invoices / 0 Checks	869.10	
03275	SECURITY EQUIPMENT INC				
03/18/2025	INVOICE	917664	TROUBLESHOT CUT & FABRICATED SPACERS TO FIT	274.50	
03/18/2025	INVOICE	917635	BOOSTER STATION CAMERA UPGRADES	3,868.33	
03/18/2025	INVOICE	917634	CAMERA UPGRADES NORTH WATER PLANT	5,430.23	
03/18/2025	INVOICE	917959	OUTDOOR IP VIDEO STATION INTERCOM	1,188.00	
03/18/2025	INVOICE	917730	CAMERAS - CENTRAL MAINTENANCE FACILITY	4,163.60	
03/18/2025	INVOICE	918193	EXTERIOR CAMERAS, LONG RANGE CAMERAS	6,991.50	
			Total:	21,916.16	
			Net of 6 Invoices / 0 Checks	21,916.16	
00465	SERVICEMASTER BY SHEVLIN				
03/18/2025	INVOICE	11719	MONTHLY JANITORIAL SERVICES	2,559.00	
			Total:	2,559.00	
			Net of 1 Invoices / 0 Checks	2,559.00	
01090	SHEVLIN SUPPLY				
03/18/2025	INVOICE	8066	BATH TISSUE	95.26	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	8065	BATH TISSUE	95.26	
03/18/2025	INVOICE	8078	6 - DISPENSERS FOR FOAMING HAND SOAP, HAND S	394.86	
03/18/2025	INVOICE	8086	ROLL TOWELS WHITE	117.70	
			Total:	703.08	
			Net of 4 Invoices / 0 Checks	703.08	
03277	SIPPLE, HANSEN, EMERSON,				
03/18/2025	INVOICE	1-00M FEB 25	LEGAL SERVICES	5,276.20	
			Total:	5,276.20	
			Net of 1 Invoices / 0 Checks	5,276.20	
01394	SIRIUS COMPUTER SOLUTIONS INC.				
03/18/2025	INVOICE	INV-001042866	VMWARE VSPHERE STD 8 LICS 3/3/2025 - 3/2/20	4,800.00	
			Total:	4,800.00	
			Net of 1 Invoices / 0 Checks	4,800.00	
11294	STARGUARD ELITE LLC				
03/18/2025	INVOICE	INV/2025/00662	CERTIFICATIONS - REGIONAL IDC NEW LIFEGUARD	463.50	
			Total:	463.50	
			Net of 1 Invoices / 0 Checks	463.50	
03280	STATE OF NEBR DEPT OF REVENUE				
03/18/2025	INVOICE	2282025UTILITY	SALES TAX - FEBRUARY 2025 UTILITY	48,649.41	
03/18/2025	INVOICE	2282025POOLS	SALES TAX - FEBRUARY 2025 POOLS	500.09	
03/18/2025	INVOICE	2282025GOLF	SALES TAX - FEBRUARY 2025 GOLF	1,128.50	
			Total:	50,278.00	
			Net of 3 Invoices / 0 Checks	50,278.00	
00244	STERICYCLE INC				
03/18/2025	INVOICE	8009923142	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
			Total:	760.57	
			Net of 1 Invoices / 0 Checks	760.57	
02204	STRYKER SALES LLC				
03/18/2025	INVOICE	9208695699	NIBP CUFF - REUSEABLE SMALL ADULT	249.60	
			Total:	249.60	
			Net of 1 Invoices / 0 Checks	249.60	
00105	SUPER SAVER				
03/18/2025	INVOICE	128440	GROCERIES	14.15	
03/18/2025	INVOICE	128466	GROCERIES	15.31	
03/18/2025	INVOICE	128533	GROCERIES	7.04	
03/18/2025	INVOICE	128699	GROCERIES	23.13	
03/18/2025	INVOICE	128518	GROCERIES, SANDWICH BAGS	79.92	
			Total:	139.55	
			Net of 5 Invoices / 0 Checks	139.55	
00110	SYSCO LINCOLN				

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03/18/2025	INVOICE	661188886	GROCERIES	2,279.47	
03/18/2025	INVOICE	661179551	GROCERIES, FOAM CUPS, LIDS, FOIL, FILM, COF	1,638.63	
03/18/2025	INVOICE	661164940	GROCERIES, COFFEE	2,417.80	
03/18/2025	INVOICE	661152602	GROCERIES, GLOVES, TRASH LINERS	1,995.46	
			Total:	8,331.36	
			Net of 4 Invoices / 0 Checks	8,331.36	
10997	T-BONE PD LLC				
03/18/2025	INVOICE	10575	PROPANE	80.48	
			Total:	80.48	
			Net of 1 Invoices / 0 Checks	80.48	
10987	THE GOLF SHOP				
03/18/2025	INVOICE	334	MONTHLY TERMINAL USAGE FEE FEBRUARY 2025	294.99	
			Total:	294.99	
			Net of 1 Invoices / 0 Checks	294.99	
11299	THOMAS BASSETT				
03/18/2025	INVOICE	3.07.2025	APPRAISAL PRESENTATION	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
03128	TIRE OUTLET INC				
03/18/2025	INVOICE	284414	14 - 188508 CARISLE	1,023.00	
03/18/2025	INVOICE	284432	265 14X12 BKT	157.00	
03/18/2025	INVOICE	284636	REPAIR	50.00	
03/18/2025	INVOICE	284472	6 - REPAIRS, 2 - USED TIRES	513.50	
03/18/2025	INVOICE	284316	2 - TIRES	708.78	
03/18/2025	INVOICE	284774	REPAIR	15.00	
03/18/2025	INVOICE	284797	REPAIR	20.00	
03/18/2025	INVOICE	284408	2 - TIRE REPAIRS	40.00	
03/18/2025	INVOICE	284330	REPAIR	35.00	
03/18/2025	INVOICE	284773	REPAIR	10.00	
			Total:	2,572.28	
			Net of 10 Invoices / 0 Checks	2,572.28	
00999	TITAN MACHINERY INC-OMAHA				
03/18/2025	INVOICE	SO0178154	CASE 570NXT-ENGINE WILL NOT REGEN, TEMP GAU	1,176.14	
			Total:	1,176.14	
			Net of 1 Invoices / 0 Checks	1,176.14	
10589	TK ELEVATOR CORPORATION				
03/18/2025	INVOICE	1000677078	MAINTENANCE CONTRACT	256.76	
			Total:	256.76	
			Net of 1 Invoices / 0 Checks	256.76	
01564	TOOLEY DRUG				
03/18/2025	INVOICE	01236600	CONTOUR NEXT GLUCOSE STRIPS	18.99	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	18.99	
			Net of 1 Invoices / 0 Checks	18.99	
03283	TRACTOR SUPPLY CREDIT PLAN				
03/18/2025	INVOICE	378720	KEROSENE	179.97	
03/18/2025	INVOICE	634805	ALLTHREAD PLATED, DIAMOND TIP SCREW	30.97	
03/18/2025	INVOICE	377798	GEAR LUBE	239.97	
03/18/2025	INVOICE	379516	PIN & CLIP, KEROSENE	67.98	
			Total:	518.89	
			Net of 4 Invoices / 0 Checks	518.89	
00550	TRUCK CENTER COMPANIES				
03/18/2025	INVOICE	XA111050001:01	CREDIT - CONFIG-PNDB WITH CUTOFF SW	(432.37)	
03/18/2025	INVOICE	XA111049943:01	FAN CLUTCH, BELT	1,147.81	
03/18/2025	INVOICE	XA111049996:01	CREDIT - SWITCH-POSITIVE CUT OFF	(94.73)	
03/18/2025	INVOICE	XA111050239:01	KIT-OIL FILTER, KIT-FUEL FILTER INSERT, ELEI	249.80	
03/18/2025	INVOICE	XA111050115:01	AIR BRAKE-NTA, FITTING	15.30	
03/18/2025	INVOICE	RA111006956:01	SERVICE AIR DRIER	532.18	
03/18/2025	INVOICE	XA111050064:01	PURGE VALVE KIT, HUB CAP	43.93	
03/18/2025	INVOICE	XA111050124:01	AIR DRYER CARTRIDGE	32.21	
03/18/2025	INVOICE	XA101141751:01	SPEC PRG KIT 12V	194.17	
			Total:	1,688.30	
			Net of 9 Invoices / 0 Checks	1,688.30	
10298	TY'S OUTDOOR POWER & SERVICE				
03/18/2025	INVOICE	328897	GEARBOX ASSY	775.28	
			Total:	775.28	
			Net of 1 Invoices / 0 Checks	775.28	
10948	VAN DYKE CARROLL				
03/18/2025	INVOICE	3.01.2025	OPEN/CLOSE CEMETERY GATES	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
02560	VASICEK TARA L				
03/18/2025	INVOICE	2.26.2025	LINCOLN LEAGUE CONFERENCE - MEAL, MILEAGE	119.17	
			Total:	119.17	
			Net of 1 Invoices / 0 Checks	119.17	
10961	VERIZON				
03/18/2025	INVOICE	362000067446	GPS UNITS	61.83	
			Total:	61.83	
			Net of 1 Invoices / 0 Checks	61.83	
01181	VERIZON WIRELESS				
03/18/2025	INVOICE	6107085355	CELL PHONE JAN 27 - FEB 26	80.02	
03/18/2025	INVOICE	6107033629	CELL PHONE JAN 27 - FEB 26	722.16	
03/18/2025	INVOICE	6107085354	CELL PHONE JAN 27 - FEB 26	1,881.69	
			Total:	2,683.87	

Vendor Code / Post Date	Vendor Name / Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 3 Invoices / 0 Checks	2,683.87	
11160	WAGNER CINDY				
03/18/2025	INVOICE	1634-17	PATCHES - WIELGUS QM	48.00	
			Total:	48.00	
			Net of 1 Invoices / 0 Checks	48.00	
03154	WASTE CONNECTIONS OF NEBRASKA				
03/18/2025	INVOICE	7211822T054	GARBAGE SERVICE	628.66	
			Total:	628.66	
			Net of 1 Invoices / 0 Checks	628.66	
			invoices and 0 checks for 148 vendors:	721,411.62	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 03/18/2025 - 03/18/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
110920	SECURITY EQUIPMENT INC	02/26/2025	03/18/2025	5,430.23	5,430.23	Open	N
110963	PETE LIEN & SONS INC.	03/03/2025	03/18/2025	7,034.69	7,034.69	Open	N
110983	AQUA-PURE INC	03/03/2025	03/18/2025	6,465.75	6,465.75	Open	N
111056	SAPP BROS COLUMBUS INC	02/10/2025	03/18/2025	8,080.00	8,080.00	Open	N
111058	SAPP BROS COLUMBUS INC	02/11/2025	03/18/2025	5,434.00	5,434.00	Open	N
111059	SAPP BROS COLUMBUS INC	02/19/2025	03/18/2025	5,993.15	5,993.15	Open	N
111153	PROVANTAGE ACCOUNTING	03/07/2025	03/18/2025	8,225.00	8,225.00	Open	N
111308	LOUP POWER DISTRICT	03/03/2025	03/18/2025	6,120.96	6,120.96	Open	N
111319	LOUP POWER DISTRICT	03/03/2025	03/18/2025	7,420.44	7,420.44	Open	N
111484	HOLIDAY OUTDOOR DECOR	02/28/2025	03/18/2025	9,763.00	9,763.00	Open	N
111495	SECURITY EQUIPMENT INC	03/07/2025	03/18/2025	6,991.50	6,991.50	Open	N
111514	COLUMBUS AREA CHAMBER OF	03/05/2025	03/18/2025	8,000.00	8,000.00	Open	N
111515	QUICK MED CLAIMS	02/28/2025	03/18/2025	6,289.11	6,289.11	Open	N
111552	DUNBAR DOUGLAS	03/01/2025	03/18/2025	7,234.86	7,234.86	Open	N
111562	CASEY'S MAIL SERVICE LLC	03/10/2025	03/18/2025	5,098.70	5,098.70	Open	N
111570	SIPPLE, HANSEN, EMERSON,	03/10/2025	03/18/2025	5,276.20	5,276.20	Open	N

# of Invoices:	16	# Due: 16	Totals:	108,857.59	108,857.59
# of Credit Memos:	0	# Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:				108,857.59	108,857.59

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 03/18/2025 - 03/18/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			52,814.65	52,814.65		
	200 - STREETS/ENGINEERING			8,080.00	8,080.00		
	205 - AIRPORT			8,181.50	8,181.50		
	206 - DOWNTOWN BID			7,861.12	7,861.12		
	500 - UTILITY SERVICE			10,532.94	10,532.94		
	520 - WATER			15,394.23	15,394.23		
	570 - SOLID WASTE DIVISION			5,993.15	5,993.15		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			16,295.28	16,295.28		
	102 - COLUMBUS AREA TRANSIT			1,005.00	1,005.00		
	110 - POLICE			11,554.96	11,554.96		
	121 - RESCUE			6,289.11	6,289.11		
	130 - LIBRARY			9,430.44	9,430.44		
	151 - PAWNEE PLUNGE WATER PARK			1,005.00	1,005.00		
	155 - VAN BERG GOLF COURSE			2,387.56	2,387.56		
	156 - QUAIL RUN GOLF COURSE			4,847.30	4,847.30		
	200 - STREETS			8,080.00	8,080.00		
	205 - AIRPORT			8,181.50	8,181.50		
	206 - DOWNTOWN BID			7,861.12	7,861.12		
	500 - WASTEWATER COLLECTION			3,498.25	3,498.25		
	501 - WASTEWATER TREATMENT FAC			7,034.69	7,034.69		
	520 - WATER			15,394.23	15,394.23		
	570 - TRANSFER STATION			5,993.15	5,993.15		

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 03/18/2025 - 03/18/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	46.49	
100-100-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	LEAGUE OF NE MUNICIPALITIES - REGISTRAT	441.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	CLOTHING - CLOETER	43.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	TREEHUT ORDER	213.00	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	HY-VEE INC	WATER , COOKIES	19.96	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	INFLUENZA IMMUNIZATIONS	1,470.00	
100-100-53200	PROFESSIONAL SERVICES	BAIRD HOLM LLP	CITY SUBDIVISION TIF	1,900.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	5,276.20	
100-100-53200-CREAT	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINESS STARTER	6.00	
100-100-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	ADO CC F/TEAMS ALL APP	2,224.40	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	PROVANTAGE - MODULAR PATCH PANEL MOUNT	41.23	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,057.00	
100-100-53400	COMPUTER SUPPORT/MAINT	SIRIUS COMPUTER SOLUTIONS	VMWARE VSPHERE STD 8 LICS 3/3/2025 - 3/	4,800.00	
100-100-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - SOLID STATE RELAYS	285.38	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.32	
100-100-54310	BUILDING MAINTENANCE	MENARDS	INSULATION, LYSOL, SPRAYWAY CLEANER	17.49	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-55500	PUBLICATIONS AND NOTICES	FIRST NATIONAL BANK OMAHA	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	94.97	
100-100-56010		ACE HARDWARE & GARDEN CNT	CABLE TIES, GARDEN GLOVES, 2" STRAP	22.36	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	ADHESIVE BANDAGE, ENVELOPES, PAPER	5.96	
100-100-56010	SUPPLIES	MENARDS	INSULATION, LYSOL, SPRAYWAY CLEANER	25.61	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE	212.96	
100-100-56010-CREAT	SUPPLIES	HOLIDAY OUTDOOR DECOR	CUSTOM VINYL BANNERS	1,901.88	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	WINDOW ENVELOPES	640.11	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS DESKTOP KEYBOARD/MOUS	187.38	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	112.20	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,422.28	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	119.67	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	350.85	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	161.45	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	380.68	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	136.12	
100-100-56610	CHAMBER OF COMMERCE	COLUMBUS AREA CHAMBER OF	ANNUAL SUPPORT OF CHAMBER	8,000.00	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	128.07	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	224.73	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	366.66	
		Total For Dept 100 GENERAL ADMINISTRATION		34,520.41	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,108.00	
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	24.99	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	118.24	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	192.44	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	113.41	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	101.21	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	19.07	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	34.74	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	42.94	
		Total For Dept 102 COLUMBUS AREA TRANSIT		1,810.04	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	7,999.95	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE C	MONTHLY LEASE PAYMENT	3,594.17	
100-103-55900	MISCELLANEOUS	EAKES OFFICE SOLUTIONS	CREDIT - FOLDING TABLE - DUPLICATE CHAF	0.00	
100-103-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	AMAZON - LARGE FIRST AID KIT, CHAIR SLI	189.42	
100-103-55900-III-B	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	STATE OF NE - NOTARY RENEWAL	15.00	
100-103-55900-III-B	MISCELLANEOUS	JONES GROUP	NOTARY BOND - PATRICIA LASKA	20.00	
100-103-55900-III-C	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	STATE OF NE - NOTARY RENEWAL	15.00	
100-103-55900-III-C	MISCELLANEOUS	JONES GROUP	NOTARY BOND - PATRICIA LASKA	20.00	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, GLOVES, TRASH LINERS	35.92	
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-C	SUPPLIES	ECOLAB	DISH MACHINE TEMP CHECK LABELS	109.20	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	25.69	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, SANDWICH BAGS	10.90	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, FOAM CUPS, LIDS, FOIL, FILM,	243.27	
100-103-56020-III-B	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WALL MOUNT 4 SHELF FIRST AID K	334.82	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	28.63	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	30.08	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	128.65	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES	7,916.62	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, FOAM CUPS, LIDS, FOIL, FILM,	135.55	
		Total For Dept 103 COLUMBUS SENIOR CENTER		20,919.37	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	CROWNE PLAZA	JEAN VANIPEREN	309.90	
100-104-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	MILLER TIME RESTUARANT	1,122.59	
100-104-52700	TRAINING AND TUITION	LEAGUE OF NEBR MUNICIPALI1	MIDWINTER CONFERENCE SENATOR APPRECIATI	33.00	
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	LINCOLN LEAGUE CONFERENCE - MEAL, MILEA	119.17	
100-104-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	DELTA AIR	893.96	
		Total For Dept 104 CITY ADMINISTRATOR		2,478.62	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	39.40	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	42.94	
		Total For Dept 105 FINANCE		82.34	
Dept 106 CITY CLERK					
100-106-55800	TRAVEL	CHOAT SHURAYA	MILEAGE - LINCOLN MIDWINTER CONFERENCE	107.80	
100-106-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - AROUND EAR HEADPHONE	49.95	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	44.76	
		Total For Dept 106 CITY CLERK		202.51	
Dept 107 MAYOR/COUNCIL					
100-107-55800	TRAVEL	ROTH PRENT	MILEAGE, MEAL, PARKING	149.58	
100-107-55800	TRAVEL	SCHILLING RON	MILEAGE MIDWINTER CONFERENCE	107.80	
		Total For Dept 107 MAYOR/COUNCIL		257.38	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.41	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	14.69	
		Total For Dept 108 HUMAN RESOURCES		123.10	
Dept 110 POLICE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	CITY OF SCHUYLER	GUN RANGE	700.00	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMAZON - FULL HAIR WIG	9.99	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	31.77	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	DUSTERS	390.28	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	MAILBOX	NE LAW ENFORCEMENT TRAINING CENTER	28.51	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	NEBRASKA LAW ENFORCEMENT	TABE TEST FEE	39.90	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	PRE-EMPLOYMENT	1,177.00	
100-110-52800	UNIFORMS	911 CUSTOM LLC	BLACKINTON B736 BADGE	142.00	
100-110-52800	UNIFORMS	GALLS LLC	MOURNING BANDS	383.83	
100-110-52800	UNIFORMS	PETTY CASH	PETTY CASH	5.30	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	AMAZON - LISTEN ONLY EARPIECE, SHEEPDOG	119.20	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	MOSSBERG 715T .22 RIFLE - MOORE QM	453.64	
100-110-52810	UNIFORMS-QUARTERMASTER	WAGNER CINDY	PATCHES - WIELGUS QM	48.00	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPITA	LAB	27.30	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	136.25	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,062.00	
100-110-54310	BUILDING MAINTENANCE	SECURITY EQUIPMENT INC	TROUBLESHOT CUT & FABRICATED SPACERS TO	1,462.50	
100-110-54320	EQUIPMENT MAINTENANCE	NOSWETT FENCING INC	RESET LIMITS & ADJUSTED ROLLERS	350.00	
100-110-54330	VEHICLE MAINTENANCE	PETTY CASH	PETTY CASH	63.20	
100-110-54380	MAINTENANCE AGREEMENTS	NEBRASKA STATE PATROL	2025 TRACS LICENSES	1,650.00	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	256.76	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,200.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,050.00	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION O	ENDORSEMENT #17, 18 & 19	743.99	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TOWELS COTTON SHOP RAGS	206.85	
100-110-56010	SUPPLIES	RR DONNELLEY	GUN APPLICATION	153.17	
100-110-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	235.50	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGES	586.73	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,559.00	
100-110-56040	POSTAGE AND FREIGHT	MAILBOX	WAITE & MCWHA ATTORNEYS AT LAW	122.49	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	37.20	
100-110-56050	FUEL	PETTY CASH	PETTY CASH	20.05	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	5,434.00	
100-110-56150	D.A.R.E. EXPENSE	FIRST NATIONAL BANK OMAHA	AMAZON - REMOTE CLICKER WITH LASER POIN	27.15	
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	911 CUSTOM LLC	SURVIVAL ARMOR PALADIN	3,476.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	338.61	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	785.87	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	6,339.01	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	156.09	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	294.22	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	386.03	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	85.88	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	44.00	
100-110-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	FBI NATIONAL ACADEMY MEMBERSHIP	130.00	
100-110-57520-21005	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	LETTERED UNITS 218, 219 & 220	355.00	
100-110-57520-21006	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	LETTERED UNITS 218, 219 & 220	355.00	
100-110-57520-21007	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	LETTERED UNITS 218, 219 & 220	355.00	
100-110-57520-21008	CAPITAL-VEHICLES	ELECTRONIC ENGINEERING	INSTALL SIREN SPEAKER, SIREM AMP, VISOR	969.95	
		Total For Dept 110 POLICE		38,074.22	
Dept 120 FIRE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	SIXT.COM - CAR RENTAL	535.73	
100-120-52800	UNIFORMS	GREAT PLAINS UNIFORMS LLC	MOURNING BANDS, PANTS, SOFTSHELL PULLOV	349.98	
100-120-54310	BUILDING MAINTENANCE	ENGINEERED CONTROLS INC	REPROGRAMMED AIR HANDLERS	274.00	
100-120-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	DELUZE LAWNCARE PROGRAM	772.65	
100-120-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MOPS, MATS	30.12	
100-120-54310	BUILDING MAINTENANCE	MENARDS	AIR HOSE, DAWN, SPONGES, AIR REGULATORS	46.09	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-120-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	EAST SIDE CHILLER LEAKING	80.00	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	63.94	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	AIR BRAKE-NTA, FITTING	547.48	
100-120-56010	SUPPLIES	AWARDS & ENGRAVING	15 - ON SCENE REPORT SIGNS	300.00	
100-120-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	VACUUM	130.00	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	FLOOR CLEANER, PAPER TOWELS, FOAM DISIN	100.91	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	67.92	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	AIR HOSE, DAWN, SPONGES, AIR REGULATORS	7.17	
100-120-56190	PERSONAL PROTECTIVE SUPP	FIRST NATIONAL BANK OMAHA	TAYLORS TINS	176.00	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	549.91	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,612.93	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,571.28	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	170.04	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.71	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	49.42	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	361.08	
100-120-56650	MEMBERSHIP DUES	NEBRASKA MUNICIPAL FIRE CH	MEMBERSHIP & NFPA DUES	330.00	
		Total For Dept 120 FIRE		8,244.48	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	COLUMBUS COMMUNITY HOSPITA	ACLS RENEWAL CLASS	3,331.20	
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATIONAL REGISTRY EMT - PARAMEDIC RECEF	89.00	
100-121-52800	UNIFORMS	GREAT PLAINS UNIFORMS LLC	MOURNING BANDS, PANTS, SOFTSHELL PULLOV	349.97	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	678.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	CLAIMS	6,289.11	
100-121-54310	BUILDING MAINTENANCE	ENGINEERED CONTROLS INC	REPROGRAMMED AIR HANDLERS	274.00	
100-121-54310	BUILDING MAINTENANCE	FIFTH SEASON INC	DELUZE LAWNCARE PROGRAM	772.66	
100-121-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MOPS, MATS	30.13	
100-121-54310	BUILDING MAINTENANCE	MENARDS	AIR HOSE, DAWN, SPONGES, AIR REGULATORS	46.09	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-121-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	EAST SIDE CHILLER LEAKING	80.00	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	63.94	
100-121-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	MINI BULB, RETAINER, DRIV TYP RVT	17.09	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	FEBRUARY COLLECTIONS	90.17	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	65.43	
100-121-56010	SUPPLIES	STRYKER SALES LLC	NIBP CUFF - REUSEABLE SMALL ADULT	249.60	
100-121-56010	SUPPLIES	TOOLEY DRUG	CONTOUR NEXT GLUCOSE STRIPS	18.99	
100-121-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	VACUUM	129.99	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	FLOOR CLEANER, PAPER TOWELS, FOAM DISIN	100.90	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWELS, WINDSHIELD W	67.92	
100-121-56030	CLEANING SUPPLIES/SERVICE	MENARDS	AIR HOSE, DAWN, SPONGES, AIR REGULATORS	7.16	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	549.91	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,612.94	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,571.29	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 121 RESCUE					
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	170.02	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.70	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	49.42	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	361.08	
		Total For Dept 121 RESCUE		17,944.40	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	SIXT.COM - CAR RENTAL	535.74	
100-125-52700	TRAINING AND TUITION	GOMEZ DIANA	KEARNEY WINTER FIRE SCHOOL - MEAL	22.42	
100-125-52700	TRAINING AND TUITION	PORTER NATALEE L.	KEARNEY WINTER FIRE SCHOOL - MEAL	20.22	
100-125-56650	MEMBERSHIP DUES	NEBRASKA MUNICIPAL FIRE CH	MEMBERSHIP & NFPA DUES	330.00	
		Total For Dept 125 VOLUNTEER FIRE DEPARTMENT		908.38	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	EMPATHY STUDIOS - ANNUAL LIBRARY MEMBEF	811.50	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	POLO - SECKEL	39.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE, CUSTOM	14.36	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN-COLLECTION	245.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	19.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	CRICUT ACCESS STANDARD	0.53	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	ADOBE CREATVIE CLOUD ALL APPS	34.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMZON - TONER CARTRIDGE, DROP CLOTH, AA	230.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	2,165.00	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CONSTANT CONTACT	28.50	
100-130-56010-BUILD	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - AA BATTERIES, CURTAIN ROD	59.50	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE	95.26	
100-130-56010-MTRLS	SUPPLIES	DEMCO INC	ECONOMY BOOK TAPE	242.97	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DVD CASES, SELF INKING DATE ST	120.61	
100-130-56010-PATRN	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE MARKERS, DVDS, CARDS	41.99	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PENS	24.37	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	7,420.44	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	119.67	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	155.45	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	42.94	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	136.13	
100-130-56400-ADULT	PROGRAMS	THOMAS BASSETT	APPRAISAL PRESENTATION	200.00	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	DAIRY QUEEN - GIFT CARDS	169.31	
100-130-56400-CHILD	PROGRAMS	HOBBY LOBBY	CRAFTS	10.70	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	IFIX OMAHA - PALY STATION HDMI PORT SOI	95.00	
100-130-56400-YASCH	PROGRAMS	HOBBY LOBBY	PAPER CRAFTS	31.92	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	144.73	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DRY ERASE MARKERS, DVDS, CARDS	18.03	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	1,974.16	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - TOY STORY 4	172.79	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	697.15	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PLAYAWAY PRODUCTS LLC	NEAT NICK, USB CORD	54.99	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, E	626.02	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	161.22	
		Total For Dept 130 LIBRARY		16,403.23	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	175.00	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	358.29	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 140 CEMETERY					
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	10.03	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	45.01	
		Total For Dept 140 CEMETERY		588.33	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	ADAME VANESSA	NPZA CONFERENCE - MEALS	104.54	
100-145-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	340.89	
100-145-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	PERFECT VIEW	12.63	
100-145-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (	ENDORSEMENT #17, 18 & 19	87.45	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	223.52	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	34.74	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	214.70	
100-145-56650	MEMBERSHIP DUES	IAPMO	IAPMO GOVERNMENTAL	637.50	
		Total For Dept 145 COMMUNITY DEVELOPMENT		1,655.97	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	30.99	
100-150-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NRPA - PARKS & REC MARKETING CERITFICAT	350.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN-COLLECTION	245.00	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	38.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.53	
100-150-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	NEBRASKA.GOV - 2025-2026 NONPROFIT CORE	167.00	
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	PROVANTAGE - MODULAR PATCH PANEL MOUNT	29.76	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FD WOOD STAIN	101.73	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	2 - SLOAN A36 REPAIR KITS	72.00	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	EQUIPMENT - POU COOLER	45.00	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	MINI WALL PACK	66.90	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPF	4X4-10 ACQ TREATED	17.81	
100-150-54310	BUILDING MAINTENANCE	SHEVLIN SUPPLY	6 - DISPENSERS FOR FOAMING HAND SOAP, F	394.86	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER, PM 10W40 CONV	61.21	
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - NON-SPILL QUICK MALE NIPPLE	62.95	
100-150-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-OMAHA	CASE 570NXT-ENGINE WILL NOT REGEN, TEMF	1,176.14	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	265 14X12 BKT	167.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	MENARDS	ROUTER BIT SET	58.43	
100-150-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (	ENDORSEMENT #17, 18 & 19	87.45	
100-150-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	FACEBOOK CAMPAIGNS	207.35	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	37.17	
100-150-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - ZIP TIES	57.98	
100-150-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	99.44	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	169.27	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	295.44	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,139.37	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	31.36	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	39.40	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	42.94	
100-150-57200-23016	CAPITAL-LAND & BUILDINGS	NOSWETT FENCING INC	INSTALL 12' BLACK CHAIN LINK AT BALLFIE	12,700.00	
100-150-57200-24030	CAPITAL-LAND & BUILDINGS	BIERMAN CONTRACTING INC.	CENTENNIAL PARK RR & CONCESSION	21,653.10	
100-150-57200-24030	CAPITAL-LAND & BUILDINGS	RVW INC	CENTENNIAL PARK CONCESSION SPLICING ASS	364.00	
		Total For Dept 150 PARKS		43,060.58	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,108.00	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	THREAD SEAL	1.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	RUBBER FLANGE GASKET	19.33	
100-151-54320	EQUIPMENT MAINTENANCE	RUTT'S HEATING & A/C INC	PLUNGE AVIAN UNITS NOT FUNCTIONING PROI	1,310.32	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	90.86	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,603.00	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	97.72	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	38.69	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 POOLS	130.02	
		Total For Dept 151 PAWNEE	PLUNGE WATER PARK	4,399.92	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NRPA - AQUATICS WORKSHOP	159.00	
100-152-52700	TRAINING AND TUITION	STARGUARD ELITE LLC	CERTIFICATIONS - REGIONAL IDC NEW LIFEG	463.50	
100-152-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN-COLLECTION	75.00	
100-152-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	19.00	
100-152-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	44.13	
100-152-53200	PROFESSIONAL SERVICES	NEBRASKA STATE FIRE MARSHA	NE26262-BOILER COLUMBUS AQUATIC CENTER	36.00	
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ICE MELT	36.98	
100-152-54310	BUILDING MAINTENANCE	MENARDS	15 AMP MEDIUM DUTY FUSE	24.48	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	730.59	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,207.52	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	4,023.36	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	220.25	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.41	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	34.74	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 POOLS	370.07	
		Total For Dept 152 AQUATIC	CENTER POOL	8,609.03	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	147.16	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	45.57	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	212.00	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	TERMINAL GM	17.32	
100-155-56010	SUPPLIES	MENARDS	PAINT, FENDER WASHER, LOCKNUT, HEX BOLI	162.86	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	158.49	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	324.85	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	881.78	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	35.36	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	19.35	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 GOLF	190.26	
		Total For Dept 155 VAN BER	G GOLF COURSE	4,582.56	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN-COLLECTION	75.00	
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	19.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	196.96	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	833.90	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	1,201.34	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - EXTENSION CORDS	4,643.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	14 - 188508 CARISLE	1,023.00	
100-156-54350	GOLF CART/COURSE MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - 4 - GOLF CART BATTERIES	4,399.96	
100-156-54350	GOLF CART/COURSE MAINT	NAPA AUTO PARTS OF COLUMBU	BATTERIES	1,158.36	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE FEBRUARY 202	294.99	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.53	
100-156-56010	SUPPLIES	MENARDS	PAINT, STARTING FLUID, CHAIN LUBE, TOII	288.50	
100-156-56010	SUPPLIES	SAPP BROS COLUMBUS INC	PC DURON SHP 10W30	1,064.25	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	95.29	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	116.89	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,549.01	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	131.44	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.41	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	38.69	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	104.46	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 GOLF	938.24	
		Total For Dept 156 QUAIL RUN GOLF COURSE		23,767.40	
		Total For Fund 100 GENERAL FUND		228,632.27	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	76.72	
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	CULVERS	39.23	
200-200-52700	TRAINING AND TUITION	NFPI TRAINING	TUITION - ONLINE MVAC-609 CERTIFICATION	1,880.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SOAP, UNIFORMS	604.04	
200-200-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - LED HGH BAY LIGHT	98.99	
200-200-54310	BUILDING MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	POWERATED BELT	49.47	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	758.78	
200-200-54460	LAND MAINTENANCE	NEWMAN SIGNS INC.	SIGNS	432.43	
200-200-56010	SUPPLIES	MENARDS	STAR DRIVE, TAPE MEASURE, DRILLBITS	67.05	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	MOLY GREASE	138.78	
200-200-56010	SUPPLIES	SAPP BROS COLUMBUS INC	DEF HAND PUMP, PC SUPREME SYN 5W30 FS	135.00	
200-200-56010	SUPPLIES	SCHAEFFER MFG COMPANY	SYNFORCE GREEN GREASE, CITROL, MOLY HI-	222.60	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	80.48	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	19,243.50	
200-200-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	NORTHERN TOOLS - MANUAL BOX PAN BRAKE	549.75	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	503.25	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,518.39	
200-200-56220	ELECTRICITY	COMMONWEALTH ELECTRIC COMI	TROUBLESHOOT DNTWN LIGHTS & PHOTO EYES	1,141.28	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	195.00	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,003.36	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	191.63	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	58.03	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	136.74	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	52.53	
200-200-57300-25024	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	COLUMBUS SAFE STREETS & ROADS FOR ALL	28,446.06	
200-200-57510-21021	CAPITAL-EQUIPMENT	ROAD BUILDERS MACHINERY AN	12FT SNOW PUSHER PLOW	18,000.00	
		Total For Dept 200 STREETS		105,643.09	
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BATHROOM FIXTURE	23.89	
200-202-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	30 YD TAPE	27.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	SCHAEFFER MFG COMPANY	SYNFORCE GREEN GREASE, CITROL, MOLY HI-	296.76	
200-202-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	OFFSET SCISSORS	21.99	
200-202-56090	SMALL TOOLS	MENARDS	AVIATION SNIPS, DIAL CALIPER, METAL SHE	114.00	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	8G-8FJX GATES	19.00	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	PRIMER BULB	783.05	
200-202-56130	SUPPLIES FOR RESALE	FIRST NATIONAL BANK OMAHA	AMAZON - TAIL LIGHT ASSEMBLY	132.99	
200-202-56130	SUPPLIES FOR RESALE	JOHN DEERE FINANCIAL	FUEL PUMP	99.44	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	2 HOLE FLANGE UNIT	42.46	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	INSERT BRG	7.34	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	FUSE HOLDER	18.56	
200-202-56130	SUPPLIES FOR RESALE	SAPP BROS COLUMBUS INC	DEF HAND PUMP, PC SUPREME SYN 5W30 FS	725.00	
200-202-56130	SUPPLIES FOR RESALE	TRACTOR SUPPLY CREDIT PLAN	GEAR LUBE	239.97	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	CREDIT - CONFIG-PNDB WITH CUTOFF SW	870.51	
200-202-56130	SUPPLIES FOR RESALE	TY'S OUTDOOR POWER & SERVI	GEARBOX ASSY	775.28	
		Total For Dept 202 MECHANICS SHOP		4,198.22	
		Total For Fund 200 STREETS/ENGINEERING		109,841.31	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,293.00	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	MARCH CLEANING SERVICE	260.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,626.50	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	26.12	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	20.05	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	85.88	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	55.89	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	794.88	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	44.00	
205-205-57510-25028	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	EXTERIOR CAMERAS, LONG RANGE CAMERAS	6,991.50	
		Total For Dept 205 AIRPORT		11,197.82	
		Total For Fund 205 AIRPORT		11,197.82	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINESS STARTER	6.00	
206-206-53200	PROFESSIONAL SERVICES	PLATTE COUNTY REGISTER OF	SPECIAL ASSESSMENT LIENS	60.00	
206-206-56010	SUPPLIES	HOLIDAY OUTDOOR DECOR	CUSTOM VINYL BANNERS	7,861.12	
		Total For Dept 206 DOWNTOWN BID		7,927.12	
		Total For Fund 206 DOWNTOWN BID		7,927.12	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER	300.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - EMD MANAGER RECERT	1,489.00	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	83.09	
220-220-54320	EQUIPMENT MAINTENANCE	PLATTE VALLEY COMMUNICATIO	TECH TIME	261.25	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.00	
220-220-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	CREDIT - AMAZON PACKAGE IS LOST	212.86	
220-220-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	130.21	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	MARCH CLEANING SERVICE	260.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	794.88	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	55.88	
220-220-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	465.52	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATIOI	PHONE/INTERNET CHARGES 03/16 - 04/15	86.27	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	122.96	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	44.00	
		Total For Dept 220 E911		4,954.92	
		Total For Fund 220 COMMUNICATIONS - E911		4,954.92	
Fund 240 HOUSING REHAB & LOANS					
Dept 240 HOUSING REHAB & LOANS					
240-240-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	CDBG DHA REUSE JANUARY 2025	112.50	
		Total For Dept 240 HOUSING REHAB & LOANS		112.50	
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	CDBG REHAB REUSE JANUARY 2025 ADMIN SEF	112.50	
		Total For Dept 243 CDBG REVOLVING REHAB LOAN		112.50	
		Total For Fund 240 HOUSING REHAB & LOANS		225.00	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	46.49	
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN-COLLECTION	117.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.35	
500-500-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,108.00	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	ELECTRIC PUMP INC	BARNES PUMP 1.4 HP	4,041.55	
500-500-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	GATES HYD HOSE, GATES STEM	545.06	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	WIPER BLADES, WIPER FLUID	102.40	
500-500-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	15.00	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	D BATTERIES	35.98	
500-500-54390	SYSTEM MAINTENANCE	O'REILLY AUTOMOTIVE INC	ADAPTER	15.99	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	85.96	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ENVELOPES	13.82	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,493.25	
500-500-56040	POSTAGE AND FREIGHT	MAILBOX	REPAIR CENTER	23.99	
500-500-56060	CHEMICALS	MID-AMERICAN RESEARCH	ENZYME BLOCK	688.00	
500-500-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	NORTHERN TOOLS - MANUAL BOX PAN BRAKE	549.75	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	297.09	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,452.05	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	31.94	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATIOI	PHONE/INTERNET CHARGES 03/16 - 04/15	79.15	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	171.61	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	22.00	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 UTILITY	41,218.98	
500-500-57300-21081	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	SANITARY SEWER HYDRAULIC MODEL CONVERSI	2,250.00	
		Total For Dept 500 WASTEWATER COLLECTION		56,771.91	
Dept 501 WASTEWATER TREATMENT FAC					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52700	TRAINING AND TUITION	NDEE	WWTF OPERATOR CERTIFICATION EXAM - BRET	150.00	
500-501-52700	TRAINING AND TUITION	NWEA	WASTEWATER CERTIFICATION TRAINING - BRE	550.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	192.21	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	SUPPLY HOSE, WASHERS, SUPER GLUE, LOCK	220.55	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	PIPE HEATING CABLE, UTILITY HEATER, FOA	96.74	
500-501-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	EMB GREASE	149.70	
500-501-54320	EQUIPMENT MAINTENANCE	SCHAEFFER MFG COMPANY	CITROL, PENETRO 90, MOLY 5TH WHEEL, HI-	803.64	
500-501-54320	EQUIPMENT MAINTENANCE	SCHWING BIOSET	RING-PISTON HYD CYL	869.10	
500-501-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	KEROSENE	210.94	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	SUPPLIES	73.25	
500-501-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	PIN & CLIP, KEROSENE	67.98	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	28.50	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,034.69	
500-501-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	NORTHERN TOOLS - MANUAL BOX PAN BRAKE	549.75	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,303.43	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	6,990.03	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	16,059.84	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	2,004.09	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.41	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	24.71	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	85.88	
500-501-56250	REFUSE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	98.48	
500-501-57200-25046	CAPITAL-LAND & BUILDINGS	NOSWETT FENCING INC	INSTALL 2 LIFEMASTER GATE OPERATORS	13,895.00	
500-501-57510-25051	CAPITAL-EQUIPMENT	HUSTLER TURF EQUIPMENT INC	HUSTLER MOWER	16,919.00	
		Total For Dept 501 WASTEWATER TREATMENT FAC		69,485.92	
		Total For Fund 500 UTILITY SERVICE		126,257.83	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	46.48	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.44	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	PROVANTAGE - SURGE PROTECTION SINGLE CH	341.88	
520-520-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	8 - HP S101 SPK BAR	1,108.00	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	CAMERA UPGRADES NORTH WATER PLANT	5,430.23	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54320	EQUIPMENT MAINTENANCE	CORE & MAIN LP	HACH CL17 CHLORINE ANALYZER MAINTENANCE	251.27	
520-520-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
520-520-54390	SYSTEM MAINTENANCE	BARCO MUNICIPAL PRODUCTS	60 - 28" CONES	1,019.40	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	RUBBER REPAIR KITS, COMPLETE REPAIR KIT	4,354.85	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	CONCRETE	76.50	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	C900 PIPE 6" DR18	6,500.98	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	85.96	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	ENVELOPES	13.81	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	2 - SOAP FOAM - BAG	36.00	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,493.25	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	56.38	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - NORTH & SOUT	6,465.75	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,292.14	
520-520-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	NORTHERN TOOLS - MANUAL BOX PAN BRAKE	549.75	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	OMNI+ 4 T2 10G	20,025.89	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,126.78	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	650.74	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	14,715.90	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	163.22	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	293.83	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	83.81	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	313.21	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBRA	GARBAGE SERVICE	22.00	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 UTILITY	5,329.47	
520-520-57510-25059	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	BOOSTER STATION CAMERA UPGRADES	3,868.33	
520-520-57510-25061	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	CAMERAS - CENTRAL MAINTENANCE FACILITY	4,163.60	
		Total For Dept 520 WATER		84,138.35	
		Total For Fund 520 WATER		84,138.35	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	CROWNE PLAZA	BRADEN LABENZ	31.74	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	61.83	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - FEBRUARY 2025 UTILITY	2,100.96	
		Total For Dept 560 STORMWATER UTILITY		2,194.53	
		Total For Fund 560 STORMWATER UTILITY		2,194.53	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN - COLLECTION	117.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	212.88	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
570-570-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	6G-6MFFOR, 6GE-6FFORX, WIRE BRIAD HOSE,	105.05	
570-570-54330	VEHICLE MAINTENANCE	G.I. TRAILER	REPLACE TARP	6,135.33	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	DIESEL CONDITIONER, SPLASH -35	161.82	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	6 - REPAIRS, 2 - USED TIRES	588.50	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	PURGE VALVE KIT, HUB CAP	270.31	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	46,128.01	
570-570-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY MASTER, 2PC ID LABEL	9.57	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	8,009.15	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,735.68	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	323.79	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 03/16 - 04/15	29.37	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE JAN 27 - FEB 26	42.94	
		Total For Dept 570 TRANSFER STATION		63,924.40	
		Total For Fund 570 SOLID WASTE DIVISION		63,924.40	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	67,289.72	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	14,828.35	
		Total For Dept 000		82,118.07	
		Total For Fund 999 PAYROLL CLEARING		82,118.07	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #

Fund Totals:

Fund 100	GENERAL FUND	228,632.27
Fund 200	STREETS/ENGINEI	109,841.31
Fund 205	AIRPORT	11,197.82
Fund 206	DOWNTOWN BID	7,927.12
Fund 220	COMMUNICATIONS	4,954.92
Fund 240	HOUSING REHAB &	225.00
Fund 500	UTILITY SERVICI	126,257.83
Fund 520	WATER	84,138.35
Fund 560	STORMWATER UTII	2,194.53
Fund 570	SOLID WASTE DIV	63,924.40
Fund 999	PAYROLL CLEARIN	82,118.07
Total For All Funds:		721,411.62

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

6. **SPECIAL PRESENTATIONS**

6.A. Proclamation declaring March 2025 as National Athletic Training Month.

City Hall | City Clerk's Office
2500 14th St.
Columbus, NE 68601
402-562-4232
columbusne.us

PROCLAMATION

NATIONAL ATHLETIC TRAINING MONTH

WHEREAS, National Athletic Training Month is in March, and the official theme for 2025 is "Champions in Health Care"; and

WHEREAS, athletic trainers have a long history of providing quality health care for our area athletes; and

WHEREAS, athletic trainers provide prevention of injuries, recognition, evaluation, and aggressive treatment, rehabilitation, health care administration, education, guidance and compassionate care for all; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainers as health professionals.

NOW, THEREFORE, I, James B. Bulkley, Mayor of the City of Columbus, do hereby declare the month of March, 2025, as

National Athletic Training Month

in Columbus, Nebraska and urge residents to express their appreciation for our athletic trainers and learn more about the importance of athletic training.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Seal of the City of Columbus, Nebraska.

_____

James B. Bulkley, Mayor

7. **PUBLIC HEARINGS**

7.A. Public hearing - Application from City of Columbus Nebraska dba Van Berg Golf Course for retail Class I liquor license located at 560 Van Berg Drive and Douglas Dunbar as manager.

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, March 17, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the application for a retail liquor license for City of Columbus Nebraska dba Van Berg Golf Course, 560 Van Berg Dr, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish 03:06:25
Affidavit of Publication

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: BRET D. STRECKER, CHIEF OF POLICE

DATE: FEBRUARY 26, 2025

SUBJECT: VAN BERG GOLF COURSE
560 VAN BERG DRIVE
COLUMBUS, NEBRASKA

MANAGER: DOUGLAS DUNBAR

Van Berg is a golf course that currently operates in Columbus.

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 seems to be no traffic or parking problems. There is adequate parking in their parking lot and the street.

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 five liquor licenses in the near vicinity of this location. One is at Godfather's Pizza which is 0.7 miles away or a 14 minute walk, one is Kat's Car Wash & Gas which is 0.6 miles away or a 13 minute walk, one is NP Mart which is 0.7 miles away or a 16 minute walk, one is Pawnee Bar which is 0.6 miles away or a 13 minute walk, and there is also Maria's Authentic Mexican Cuisine/Riverside Lounge which is 0.8 miles away or an 18 minute walk.

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.

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.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: February 25, 2025 DUE DATE: March 12, 2025

Applicant: City of Columbus dba Van Berg Golf Course

Address: 560 Van Berg Drive, Columbus, NE 68601

Legal Description: See Application

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 I

Existing Zoning: R-1

Existing Land Use: Golf Course

Adjacent Land Use and Zoning:

North: ML – Sale Barn/Cropland

South: Loup River

East: R-1 Park

West: R-1 Residential

General Neighborhood/Area Land Uses: Park/Golf Course

Designation of Adjacent Street (Local, Collector, Minor or Major Arterial, Expressway):

Street Width and Profile: 24' Feet – Concrete, Rural Section with earthen shoulders

Speed Limit: 25 mph

Average Daily Traffic Count: Estimated 250

Richard J. Bogus, P.E.
City Engineer

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 79813

LICENSE TYPE	APPLICATION DATE RECEIVED
Class I Beer, Wine, Spirits On Sale Only	2025-02-21
SECONDARY LICENSE(S)	
None selected	
LICENSEE	LICENSEE TYPE
CITY OF COLUMBUS NEBRASKA	Corporation
MARITAL STATUS	
Single	
MANAGED BY AGENT	
No	
PREMISES TYPE	PREMISES NAME
Country Club/Golf Club	Van Berg Golf Course
OPERATOR	CORPORATE LIMIT DESIGNATION
City of Columbus Nebraska	Inside
LEASE OR OWN	
Own	
PHYSICAL ADDRESS	
560 Van Berg Dr Columbus, NE 68601	

MAILING ADDRESS	
PO Box 1677 Columbus, NE 68602-1677	
CONTACT NAME Doug Moore	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 562-4240	ALTERNATE PHONE (402) 910-4208
FAX (402) 563-1380	EMAIL dmoore@columbusne.us
PREMISES MANAGER Douglas Dunbar	PREMISES MANAGER EMAIL golfpro@columbusne.us

QUESTIONS

Class I Beer, Wine, Spirits On Sa

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

   Has any officer, member, owner, or manager named in 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

   No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

   L100, W65

3. Is there an outdoor area?
   *Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L2337, W1322

4. Will a basement be used for alcoholic storage or sale?

   No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

   One

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

   No

7. Is premises to be licensed within 300 feet of a college campus or university?

   No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

   No

9. What date do you intend to open for business?

   Currently have a Class A license. Would like the Class I to be effective May 1, 2025.

10 What are the anticipated hours of operation?

   6 a.m. - 11:00 a.m.

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

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

Yes
Doug Dunbar - Manager

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution 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.

First National Bank of Omaha
Doug Dunbar - Manager

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes
Onsite manager of Van Berg and Quail Run golf courses from 2006 - present

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

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

City of Columbus Nebraska dba Quail Run Golf Course, 327 S 5th St, Columbus, NE 68601, License No. 041678
City of Columbus Nebraska dba Van Berg Golf Course, 560 Van Berg Dr, Columbus, NE 68601, License No. 040318
Both are still active; however, we would like to change the Van Berg Golf Course license from a Class A to a Class I

19 Has the premises location been previously licensed within the last 2 years?

Yes

20 Are you applying for a Temporary Operating Permit?

No

21 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Douglas Dunbar

22 What is the manager's address?

107 S 7th Ave, Columbus, NE 68601

23 What is the manager's phone number?

402-276-3436

24 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Platte County, Nebraska

25 What is the manager's email address? An email will be sent to them to obtain their personal information.

golfpro@columbusne.us

26 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business Plan-Van Berg Class I.pdf	
Lease / Deed / Purchase Agreement	Deed.pdf	
Premises Description & Diagram	Premise Diagram.pdf	
Privacy Act Statement	Priv Act-Fingerprints.pdf	

APPLICANT

Linda Nickeson

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

Public Property Department
Director 402-562-4240
Email: dmoore@columbusne.us
www.columbusne.us

February 11, 2025

Business Plan for Class I Liquor License - Van Berg Golf Course

The City of Columbus is requesting a (Class I) liquor license for Van Berg golf course (560 Van Berg Drive).

Improvements have recently been completed that include Nebraska Fire Marshall and City of Columbus Building Enforcement code updates, restroom renovations to meet ADA compliance, construction of two golf simulators, new bar that allows patrons to watch golfers using the simulators, all areas have been painted, along with new carpet installed with new tables and chairs.

One employee works the pro shop/bar area unless we have a large event which require more staff. All alcohol will be in coolers and shelves behind the bar and will only be served by pro shop/bar staff. Patrons will not be allowed behind the bar.

Van Berg hosts leagues, clinics, and tournaments throughout the golf season and will now offer winter leagues on the simulators. We incorporate a beverage cart during large events. We have product delivered to the course usually once a week depending on demand.

Thank you for your consideration

Sincerely,

Douglas A Moore

Douglas Moore
Public Property Director

EQUAL HOUSING OPPORTUNITY

NEBRASKA DOCUMENTARY STAMP TAX
NOV 28 1969
$ Exempt BY

APR 29 1992

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MARION H. VAN BERG, widower, as a gift to the City of Columbus, Platte County, Nebraska, does hereby grant and convey unto the City of Columbus, the following described premises situated in the County of Platte and State of Nebraska, to-wit:

All that part of Lot Two (2), also known as the West Half of the Northeast Quarter (W-1/2 NE-1/4), of Section Twenty-five (25), Township Seventeen (17) North, Range One (1) West of the 6th P.M., Platte County, Nebraska, described as follows: beginning at the northeast corner of said Lot 2, running thence southwesterly 1148 feet to point 460 feet west of a point 1055 feet south of the northeast corner of said Lot 2; thence in a southerly direction bearing slightly east to a point 405 feet west of a point 1700 feet south of the northeast corner of said Lot 2; thence in a southeasterly direction to a point 344 feet west of a point 1900 feet south of the northeast corner of said Lot 2; thence continuing southeasterly to a point 265 feet west of a point 2100 feet south of the northeast corner of said Lot 2; thence continuing southeasterly parallel to the Loup River Bridge, to the bank of the Loup River; thence following the bank of the Loup River in a westerly direction (bearing south) to the west line of said Lot 2; thence north along the said west line to the northwest corner of said Lot 2; thence along the north line of said Lot 2 to the place of beginning, less the right-of-way of the County highway running along the east side of the above-described tract and known as the "Lincoln Highway". This description is intended to cover all the part of Lot 2 not heretofore sold for County road and bridge purposes or deeded to Alice E. Munroe, et al, and includes all accretions to the above-described property,

together with all the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title, interest, claim or demand whatsoever of the said MARION H. VAN BERG, of, in or to the same, or any part thereof, reserving, however, to Grantor, his heirs, successors and assigns, all of the present interest of Grantor in and to all oil, gas and other minerals of every kind and character in, on or under the tract of real estate herein conveyed. This conveyance is given subject, however, to the following conditions, namely, that the Grantee name the real estate herein conveyed,

VAN BERG PARK & GOLF COURSE

92-12 1091

APR 29 1992

and that Grantee, at its expense, shall erect an arch, of a permanent type of construction, the pillars of which shall be stone or brick and wide enough to allow the arch to span a vehicular entrance to said tract, the arch to bear the name above set forth, and the design and construction of the pillars and arch and plaque hereinafter described to be subject to the approval of Grantor or his Executor and to be located in the extreme northeast corner of the tract herein deeded; that a plaque shall be affixed to one of the pillars supporting the arch, which plaque shall read:

These Grounds
Presented as a Gift
to the
City of Columbus
by
Viola M. and Marion H. Van Berg
October 2[illegible], 1969

and that said arch shall be erected as promptly as is reasonably practicable following the acceptance of this deed by Grantee; and that said Grantee shall use said real estate for golf course purposes or park purposes or either or both of such purposes, and shall keep and preserve said real estate through proper maintenance, including fences and the painting thereof, and new plantings so that the maintenance and landscaping of such area shall at least be up to the standard maintained in cities the size of Columbus, located within the State of Nebraska, and as a minimum a standard of maintenance and landscaping that shall not be a lesser standard than is now reflected by the present condition of the tract.

In the event the Grantee fails to erect said pillars and arch, or fails to name said grounds, or fails to affix said plaque, or fails or ceases to use the real estate for the purposes herein provided, or fails to maintain and landscape said grounds as above provided, then the title and right to possession of the real estate herein deeded shall revert to Grantor if living, if deceased to and among such persons as shall constitute Grantor's heirs at law, determining such heirs and their respective shares in accordance with and in the proportions provided by the Intestate Inheritance Law of the State of Nebraska relating to the descent of real property as such law is worded on the date of the execution of this Deed.

92-12 1092

APR 29 1952

TO HAVE AND TO HOLD the above-described premises unto the City of Columbus and said Grantor hereby covenants that said premises are free and clear of all liens and encumbrances except any unpaid taxes or special assessments, and Grantor does hereby covenant to WARRANT AND DEFEND the title to said premises against the lawful claims of all persons claiming by, through, or under him, and against no other claims or demands, reserving to Grantor the oil, gas and mineral rights as above set forth and reserving to himself and his heirs, however, the reverter provisions in this instrument contained.

IN WITNESS WHEREOF, Grantor has set his hand this 23 day of October, 1969.

Marion H. Van Berg
Marion H. Van Berg

STATE OF ILLINOIS]
COUNTY OF COOK] ss.

On this 23 day of October, 1969, before me, a Notary Public in and for said County, personally came the above-named MARION H. VAN BERG, a widower, who is personally known to me to be the identical person whose name is affixed to the above instrument as Grantor, and he acknowledged said instrument to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Gloria Murphy

(GLORIA MURPHY NOTARY PUBLIC SEAL COOK COUNTY, ILL.
My Commission expires the ____ day of June 19__

STATE OF NEBRASKA }
Platte County } ss.

Entered in Numerical Index and Filed for Record in the Recorder's Office of said County this 28th day of November A. D. 19 69 at 1:30 o'clock A. M.

Recorded in Book 145 of Deeds Page 133 thereof

Katherine Dykstra Register Deeds

_____ Deputy

TAX
AL
NIL

Fee $4.75
Del.-Leo Boettcher
City Clerk
City

92-12 1093

8TH STREET

1322' ±

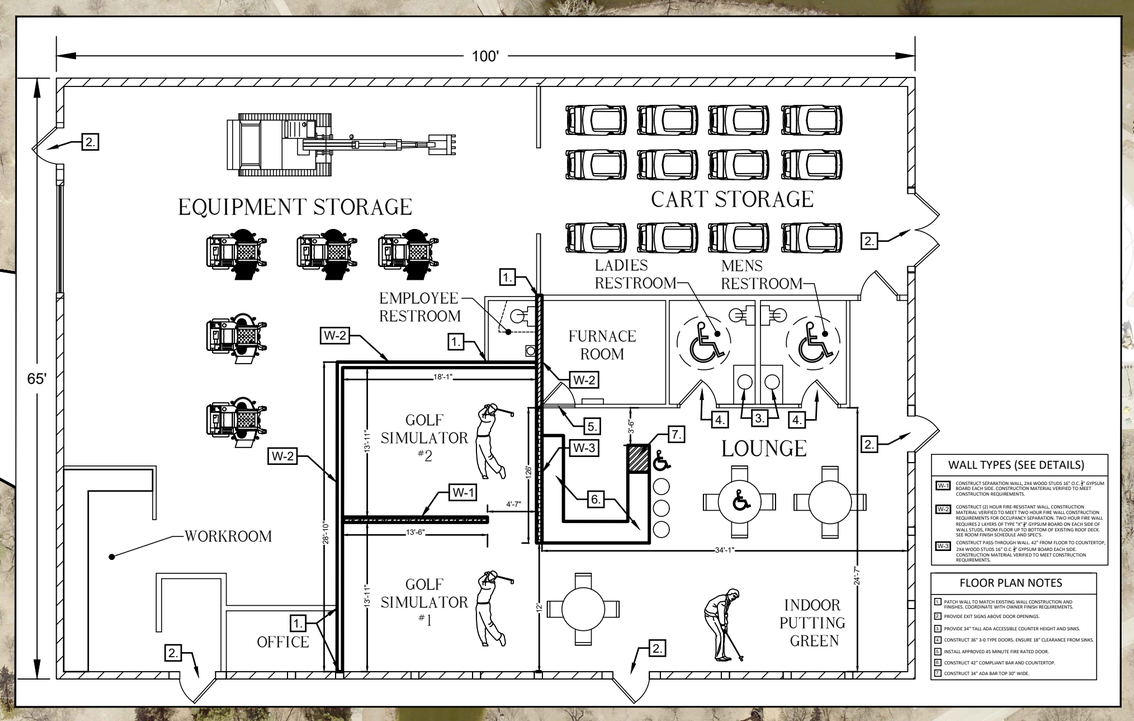
LAKE SHORE DRIVE

1148' ±

VAN BERG DRIVE

PAWNEE PARK DRIVE

VAN BERG CLUBHOUSE



3141' ±

LOTTIE LANE

209' ±

PAWNEE PARK DRIVE

980' ±

NORTH BANK (LOUP RIVER)

LOUP RIVER

Nebraska 811 Know what's below. 811 before you dig.

0 100 200

SCALE

VAN BERG GOLF COURSE 2025 CLUBHOUSE RENOVATIONS

EXHIBIT

THE CITY OF COLUMBUS NEBRASKA
ENGINEERING DEPARTMENT

2500 14TH STREET
P.O. BOX 1677
COLUMBUS, NE 68602-1677
(402)-562-4309

7.B. Public Hearing - Redevelopment Plan for the Cottonwood Heights Redevelopment Project approximately located southwest of the intersection of E 6th Avenue and E 38th Street. (Planning Commission recommends approval.)

NOTICE OF HEARING

Notice is hereby given that a public hearing before the Mayor and City Council of the City of Columbus, Nebraska, will be held on Monday, March 17, 2025, at 6 P.M., in the Columbus Community Building, Community Room, 2500 14th St., Columbus, NE 68601, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for the Cottonwood Heights Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard community redevelopment area of the City, approximately located to the southwest of the intersection of E 6th Avenue and E 38th Street, in Columbus, Nebraska. A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2500 14th Street, Suite 3, Columbus, NE 68601, telephone number 402-562-4224. At said time and place, all interested parties may appear and be heard.

City of Columbus, Nebraska
Shuraya Choat, City Clerk

Publish: 2:27:25; 3:6:25
Affidavit of Publication

City Hall
2500 14th St.
Columbus, NE 68601
402-562-4232
columbusne.us

memorandum

DATE: March 3, 2025

TO: Tara Vasicek, City Administrator

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: Redevelopment Plan for Cottonwood Heights Redevelopment Project

RECOMMENDATION:

Approval of the Redevelopment Plan for Cottonwood Heights Redevelopment Project

DISCUSSION:

The redevelopment plan outlines a proposed project located southwest of the E 6th Avenue and E 38th Street slightly outside of City limits and will need to be voluntarily annexed into city limits. The project includes a mixed use development including the construction of 77 single family homes, 38 townhouses, 58 rowhomes, 420 apartments units and 8 commercial buildings. The project is proposed to be completed in four phases beginning in the spring of 2025 and being completed in the summer of 2030.

The project site will require extensive infrastructure and public improvements to support development. These enhancements include the construction of multiple access points to E 6th Avenue and E 38th Street, as well as the development of internal roadways. Additionally, the project will involve the installation of essential utilities, including water, sewer, electricity, sidewalks, and street lighting.

The plan also incorporates the use of Tax Increment Financing (TIF) to support Workforce Housing. Without TIF, the cost of housing units would need to increase significantly to achieve sustainable cash flow, which contradicts the development group's objectives and would not effectively address the City's housing needs. The infrastructure improvements and workforce housing development, as outlined in Exhibit E of the plan, represent a substantial investment in the community.

The total estimated costs of the Redevelopment Project is $68,508,164. Based on these eligible expenses the principal amount can not exceed $14,462,400.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan.

It has been determined the cost-benefit analysis prepared in conjunction with the Plan and attached as Exhibit E sets forth the factors required under section 18-2174 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

As the plan states, the impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh arguments against the project.

ALTERNATIVE: Do not approve

Signature:

By: *Jean Van Iperen*

Approved By: _____

REDEVELOPMENT PLAN FOR
THE COTTONWOOD HEIGHTS REDEVELOPMENT PROJECT

PREPARED FEBRUARY, 2025

BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA

A. Introduction

This Redevelopment Plan for the Cottonwood Heights Redevelopment Project (this "Redevelopment Plan"), prepared by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska ("City"). The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted, substandard, and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as "Redevelopment Area 13" (referred to herein as the "Redevelopment Area"). This Redevelopment Plan sets forth a redevelopment project proposed by Cottonwood Heights, LLC ("Redeveloper"), located within the Redevelopment Area. This Redevelopment Plan contemplates the use of tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, to aid in the removal of existing, and avoid future, blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the phased construction of a mixed-use development consisting of commercial and mixed-density residential improvements, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the southwest of the intersection of E 6th Avenue and E 38th Street, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City's comprehensive plan for land use and development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan.

The map sets forth a "Mixed-Use" designation for future use of the Project Site. Accordingly, the anticipated uses associated with the Redevelopment Project conform with the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following observations and objectives:

- It is envisioned that the City's projected population growth will be accommodated and balanced through infill and redevelopment of neighborhoods; and contiguous, mixed-use development to the north, flanking Lost Creek Parkway.

- Large business development centers composed of Mixed- Use and Multi-Family residential uses are proposed to the east of the municipal airport; and immediately east of 32nd Avenue, flanking Lost Creek Parkway.

- Provide for a range of housing options for a diverse and expanding workforce.

- Support initiatives to develop affordable and equitable housing.

- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable and dignified places to live.

- Maximize the use of planning and financial tools to mitigate the cost of development to the community while providing incentives for well-planned development that achieves stated City principles and goals.

- Encourage public private partnerships where the City and the private sector can collaborate on enhancements to the built environment.

The Redevelopment Project will directly assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with, and furthers the objectives under, the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the phased construction of approximately 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings, together with the public and private improvements ancillary thereto. Per Redeveloper's TIF application submitted to the City:

"The apartment units are modeled after the existing Legacy 23 complex and the Flats apartment complexes located in Columbus. Home prices within the Cottonwood Heights development for single family homes will be at or below $325,000. Townhomes will be priced at approximately $320,000 and rental units will range between $900 and $1,500 per month. In addition, Cottonwood Heights will place approximately eight commercial buildings on the rapidly expanding Lost Creek Parkway highway location… The commercial lots will include a mix of financial, medical and retail establishments that range between 6,000 and 12,000 square feet."

Per the application, the single-family homes will consist of slab-on-grade modular homes, which will facilitate both a relatively low price point and an abbreviated construction period. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project (the "Site Plan"). The Site Plan is preliminary in nature and subject to change. As further detailed in Paragraph J below, it is anticipated that the residential improvements will be constructed and/or sold, as applicable, at a price point that meets the criteria for workforce housing, of which there is low supply and high demand within the City.

Redeveloper owns the Project Site in fee simple. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. The Project Site is currently situated outside of the City's jurisdictional boundaries. In relation thereto, Redeveloper has represented and warranted to the City that it will submit to a voluntary annexation of the Project Site, as well as facilitating the same for the adjacent parcel to the west owned by the Platte County School District. The use of TIF for the Redevelopment Project as authorized by this Redevelopment Plan is strictly conditioned and contingent upon the Project Site's annexation into the City's jurisdictional boundaries – as shall be set forth in further detail in the "Redevelopment Contract" (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. In accordance with the foregoing, it is expected that Site Plan and the private improvements shown therein may require certain changes and reconfigurations to adapt the Redevelopment Project to the evolving demands of the market. Such changes and reconfigurations which do not alter the fundamental nature or value of the Redevelopment

Project are expressly permitted hereunder – and may occur via administrative amendment(s) to this Redevelopment Plan, unless such changes constitute a substantial modification under the Act. The implementation and timing of the various phases is detailed under Paragraph H, below.

E. Existing Conditions

1. Existing Land Use

The Project Site consists of a ~74.13-acre parcel. A single-family home and outbuildings are situated on ~3 acres in the northwest corner of the Project Site. The remainder of the Project Site is undeveloped agricultural land.

2. Existing Zoning

The Project Site is currently zoned as Rural Residential.

3. Existing Public Improvements

Public access to the Project Site currently exists from E 38th Street. Except for the basic utilities serving the current residence in the northwest corner, the Project Site is without internal paving, sewer, water, storm sewer, electrical service, public walks, and other infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The Project Site abuts E 38th Street on the north and E 6th Avenue (Lost Creek Parkway) on the east. Redeveloper will construct multiple points of access therefrom, as shown in the Site Plan; provided that the only permitted connections to E 6th Avenue will be E 38th Street and "Street 8" (as denoted on the Site Plan) – i.e., there shall be no connection to "Street 4" (as denoted on the Site Plan). Additionally, it is anticipated that Redeveloper will be required to undertake and comply with the following, as shall be set forth in further detail in the Redevelopment Contract:

- Paving and reconstruction of adjacent portion of E 38th Street with a possible center island closer to E 6th Avenue (pursuant to 41-foot wide concrete urban arterial/collector parameters). Placement of center island closer to E 6th Avenue may result in "B Avenue" (as denoted on the Site Plan) being limited to "right in, right out" ingress and egress.

- Construction and paving of new right-of-way along the southern boundary of the Project Site (denoted as "Street 8" on the Site Plan), pursuant to 41-foot wide urban arterial/collector parameters, with coordinated access to the south. Such improvements will necessitate reconstruction of the intersection with E 6th Avenue, inclusive of turn lane additions and/or widening.

- Construction and paving of new right-of-way along the eastern boundary of the Project Site (denoted as "D Avenue" on the Site Plan), with a roundabout at the intersection of "Road 4" (as denoted on the Site Plan), all pursuant to 41-foot wide urban arterial/collector parameters (with greater widths required on the roundabout). Such improvements will require the approval of Columbus Public Schools (as the adjacent property owner).

- Construction and paving of 10-foot wide pedestrian paths along the adjacent portion of E 6th Avenue, the E 38th Street extension, and "Street 8" (as denoted on the Site Plan); as well as potential extensions along "Street 4" and "D Avenue" (as denoted on the Site Plan). All such improvements shall meet the trail construction requirements and parameters of the City.

The access-related public improvements for the Redevelopment Project are not limited to the above items and Redeveloper must address any/all traffic and street infrastructure requirements or concerns created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper (inclusive of those detailed above) will be subject to review and approval by the City's engineer or other designee of the City. Such review and approval shall be in the exclusive discretion and authority of the City; and shall supersede and control with respect to any discrepancies as between the contents of this Redevelopment Plan and the finally-approved plans.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct and extend water and sewer systems to provide appropriate service to all lots within the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Without limiting the foregoing, it is anticipated that Redeveloper will be required to undertake and comply with the following, as shall be set forth in further detail in the Redevelopment Contract:

- Extension of the 12-inch water main along the west side of E 6th Avenue and the north side of E 38th Street.

- Installation of 8-inch water main loops in the "D Avenue" and "Street 8" (as denoted on the Site Plan) rights-of-way.

- Sanitary sewer connecting to the existing E 6th Avenue main must be bored underneath.

- Incorporation of on-site (or jointly with the adjacent Columbus Public Schools' property) storm sewer and post-construction storm water treatment.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the various improvements. Any buildable areas within a "Floodplain AO Zone +2" designation will require dirt infill and compaction to a minimum of 3 feet above the established base flood elevation. Redeveloper also anticipates the construction of electric, gas, and telecommunications utilities extending to the buildings on the Project Site. Additionally, Redeveloper intends to place a berm/hedge along the northeast side of the Project Site in order to abate noise from Lost Creek Parkway. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. Demolition of the existing farmstead structures located in the northwest corner of the Project Site will occur as part of the Redevelopment Project.

f. Population Density

The Project Site currently consists of one single-family residence. The Redevelopment Project includes the construction of approximately 593 new residential units, resulting in a substantial increase in population density in the area. The City desires such increase to provide additional housing of various types for its existing and prospective workforce.

g. Land Coverage

Land coverage for the Project Site currently consists of approximately 74.13 acres of mostly-undeveloped land. A single-family home and outbuildings currently exist on approximately 3 acres in the northwest corner of the Project Site. The Redevelopment Project will consist of the construction of an estimated 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings. The estimated land coverage footprints of the residential improvements are set forth in the Site Plan. At this time, the land coverage footprints of the commercial buildings are too speculative to estimate. Notwithstanding, all improvements within the Project Site will be subject to, and must comply with, all applicable land coverage ratios required under the City's zoning code.

h. Parking

The multifamily and commercial improvements which are constructed as part of the Redevelopment Project will have certain off-street parking requirements, as set forth in the City's zoning code. The exact amount of parking for such improvements is speculative at this time. However, Redeveloper (or its successors and assigns) will be required to comply with such parking minimums based upon the City's review of the final plans for the improvements.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as Rural-Residential. Rezoning of Project Site to an appropriate designation (or designations) will be necessary to carry out the Redevelopment Project. It is anticipated that this will occur as part of the Project Site's annexation. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

The Redevelopment Project's private improvements consist of the construction of an estimated 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private

improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated costs of the Redevelopment Project are $68,508,164. A breakdown of the Redevelopment Project's estimated costs is attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2025 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that the Redevelopment Project will occur in approximately four staggered phases as detailed below; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over additional or different periods of time. Each phase may be further separated into annual subphases based upon the improvements constructed in a given year.

Phase	Timing	Description
1	Spring 2025 to Fall 2026	Initial stages will include infrastructure placement in the Northeast corner of the Site. Construction of single-family homes and townhomes will begin in fall or early winter of 2025. Redeveloper intends to begin placing single-family homes on foundations in fall or early winter of 2025 – with the intent to complete and sell 5 to 8 modular homes every 60 to 80 days. Additionally, Redeveloper intends to begin construction of townhomes in the northeast section of the Project Site during this phase.
2	Spring 2026 to Spring 2030	In spring of 2026, Redeveloper intends to commence construction of the apartment complexes in the northwest section of the Project Site. Redeveloper's construction partner anticipates that it will take 12 to 18 months to complete 7 separate apartment complexes on this section of the Project Site.
3	January 2027 to December 2027	Redeveloper intends to begin construction of approximately 58 rowhomes and an additional 28 single-family modular homes on the southeast/southcentral section of the Project Site.
4	January 2028 to Summer 2030	Redeveloper intends to complete infrastructure work on the south section of the Project Site, which will allow for the sale, and build-to-suit construction, of the commercial lots. Accordingly, it is anticipated that the construction of the commercial buildings will be undertaken by third-party developers to suit individual plans or needs.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability

and other extraneous factors. More or less phases spanning more or less time than the anticipated dates listed above may be necessary as a result of such extraneous conditions or factors. Notwithstanding, it is anticipated that all phases will be completed no later than December 31, 2035. In accordance therewith, the Redevelopment Contract entered into between the Agency and Redeveloper with respect to the Redevelopment Project will specify that, vis-à-vis the division of excess ad valorem taxes within the Project Site in relation to the TIF, all parcels within the Project Site must have an "Effective Date" (as defined in the Act) of no later than January 1, 2035.

Upon the completion of each phase, Redeveloper will notify the Agency of the same in writing on a form prescribed by the Agency. Such notice shall set forth the Effective Date for the pertinent phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase.

Redeveloper is unable to undertake the construction in the first phase of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for the first phase but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, as necessary.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the Effective Date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as "TIF Revenues") shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the Redevelopment Contract entered into between Redeveloper and the Agency with respect to the Redevelopment Project. The Agency and Redeveloper anticipate that the Effective Dates will be different for each phase, and therefore the increment period for each phase, will be different.

Notwithstanding any provision herein to the contrary, the TIF Revenues for each phase shall only be divided and allocated over the applicable 15-year increment period (per phase) or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated in its TIF application that:

"The project site is currently located slightly outside of the Columbus City limits. The project site is adjacent to a rapidly expanding section of the City. The proposed growth of this area is reflected in the City's Master Trail Plan which envisions a long section of the master trail that will run parallel alongside the project site.

The project site currently lacks the basic infrastructure that is inherently necessary to support the proposed development project that is comprised of approximately 600 new single family and multi-family homes, along with up to eight commercial properties. The project site has existed as agricultural farmland for many years. In order to create the proposed housing development, developer must install streets, sewers, roads, sidewalks, lighting, as well as water and

electrical access for the proposed homes and businesses. Due to the substantial costs associated with installation of the necessary infrastructure, the proposed development project is simply not feasible without TIF.

Even assuming that a combination of private equity and private lending would be available for the proposed development, the associated debt service with any such combination would render the project not economically infeasible for any reasonable investor without TIF."

The City concurs with the foregoing representations of Redeveloper. In addition thereto, the demand for workforce housing greatly exceeds the supply due to the fact that the market rate for such housing typically provides too low of a return on investment to encourage such development (absent the assistance from sources such as TIF). Without TIF, the price point of the housing units would need to increase significantly to provide acceptable cash-flow, which is not desirable and would not satisfy the housing demand for workforce housing in the City. In accordance with the above findings, it is the finding of this Redevelopment Plan that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed $14,462,400. The TIF Indebtedness shall bear interest at a rate not to exceed 5.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is $68,508,164. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Use of Workforce Housing TIF; Conformance with Incentive Plan

Pursuant to the Act and the workforce housing incentive plan adopted by the City (the "Incentive Plan"), this Redevelopment Plan specifically contemplates and authorizes the use of TIF for all single-family and multi-family residences/improvements constructed on the Project Site that do not exceed the maximums set forth under section 18-2103(32)(c) of the Act, as may be adjusted from time to time. With respect to the owner-occupied single-family residences,

townhomes, and rowhomes, such figures (i.e., the maximums) shall be determined at the time of sale of each residence/lot, and shall not be fixed as of the date of this Redevelopment Plan – such that any changes to the maximums under 18-2103(32)(c) shall apply to the subsequent sale of any unsold lots/residences which are part of the Redevelopment Project. Accordingly, so long as a lot/residence complies with the then-current maximums (at the time of the sale) set forth under 18-2103(32)(c) of the Act, the improvements associated therewith shall be considered "Workforce Housing" under the Act, and shall be eligible for treatment as such with respect to the City's administration of TIF, in accordance therewith. With respect to the multi-family rental apartments, eligibility will be determined via Redeveloper's per-unit cost to construct the apartments, in accordance with 18-2103(32)(c) of the Act. The City and/or Agency shall verify eligibility of the improvements as Workforce Housing in accordance with the foregoing, as shall be set forth in further detail under the redevelopment contract between Redeveloper and the Agency.

Subject to the foregoing, the City and Agency have determined that the proposed construction of housing on the Project Site meets the definition of "Workforce Housing" under the Act, and meets the qualifications for an award of Workforce Housing TIF under the Incentive Plan, in that it:

- Is housing that meets the needs of today's working families;
- Is housing that is attractive to new residents considering relocation to a rural community;
- Will address certain housing needs identified in the City's current housing study;
- Will assist with the prevention of blight and substandard conditions within the City, and will help address the City's lack of safe and suitable housing within a price range that is attainable for the City's workforce;

The City has further found and determined that the grant of Workforce Housing TIF authorized and approved hereunder will not result in the unjust enrichment of Redeveloper. In support thereof, and as detailed under Paragraph I(1), above, the use of Workforce Housing TIF is necessary to maintain the price points of the residential improvements at an acceptable level, while providing for a commercially reasonable rate of return. In consideration thereof, the return on investment for the Redevelopment Project without Workforce Housing TIF is below what would be necessary to attract economically-prudent investment and/or financing, thereby demonstrating that Workforce Housing TIF is needed and will not result in unjust enrichment.

In the event that some, but not all, of the residential improvements constructed by Redeveloper meet the eligibility criteria for Workforce Housing TIF, this Redevelopment Plan authorizes the use of Workforce Housing TIF for only the eligible portion(s). Any ineligible

portion(s) or residence(s)/unit(s) shall still qualify for normal TIF. The foregoing shall be set forth in further detail in the redevelopment contract between Redeveloper and the Agency.

K. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

Exhibit “A”: Project Site and Existing Land Use
Exhibit “B”: Future Land Use Map
Exhibit “C”: Site Plan and Future Land Use
Exhibit “D”: Estimated Construction Cost of the Redevelopment Project
Exhibit “E”: Sources and Uses of TIF
Exhibit “F”: Cost-Benefit Analysis

EXHIBIT "A"

Project Site and Existing Land Use

Legal Description:

A tract of land located in the East 1/2 of the Northwest 1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence S 88°07'17" W on an assumed bearing on the South line of the East 1/2 of said Northwest 1/4, 1328.66 feet to the Southwest corner of said East 1/2; thence N 01°44'47" W on the West line of said East 1/2, 2663.74 feet to the Northwest corner of said East 1/2; thence N 87°39'15" E on the North line of said East 1/2, 239.85 feet to a point on the Lost Creek Parkway Right-of-Way line; thence S 02°03'00" E on said Right-of-Way line, 33.13 feet; thence N 87°38'17" E on said Right-of-Way line, 128.52 feet; thence S 61°45'18" E on said Right-of-Way line, 379.55 feet; thence N 87°39'39" E on said Right-of-Way line, 231.82 feet; thence N 64°23'46" E on said Right-of-Way line, 87.92 feet to a point of curvature; thence Southeasterly on a 1100.38 foot radius curve to the right on said Right-of-Way line, 862.36 feet of which said curve has a chord bearing of S 24°09'02" E, 840.46 feet to a point on the East line of said East 1/2; thence S 01°42'29" E on said East line, 1702.65 feet to the Point of Beginning, containing 75.60 acres, more or less.

* As part of the Redevelopment Project, Redeveloper intends replat and subdivide the Project Site. In accordance therewith, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

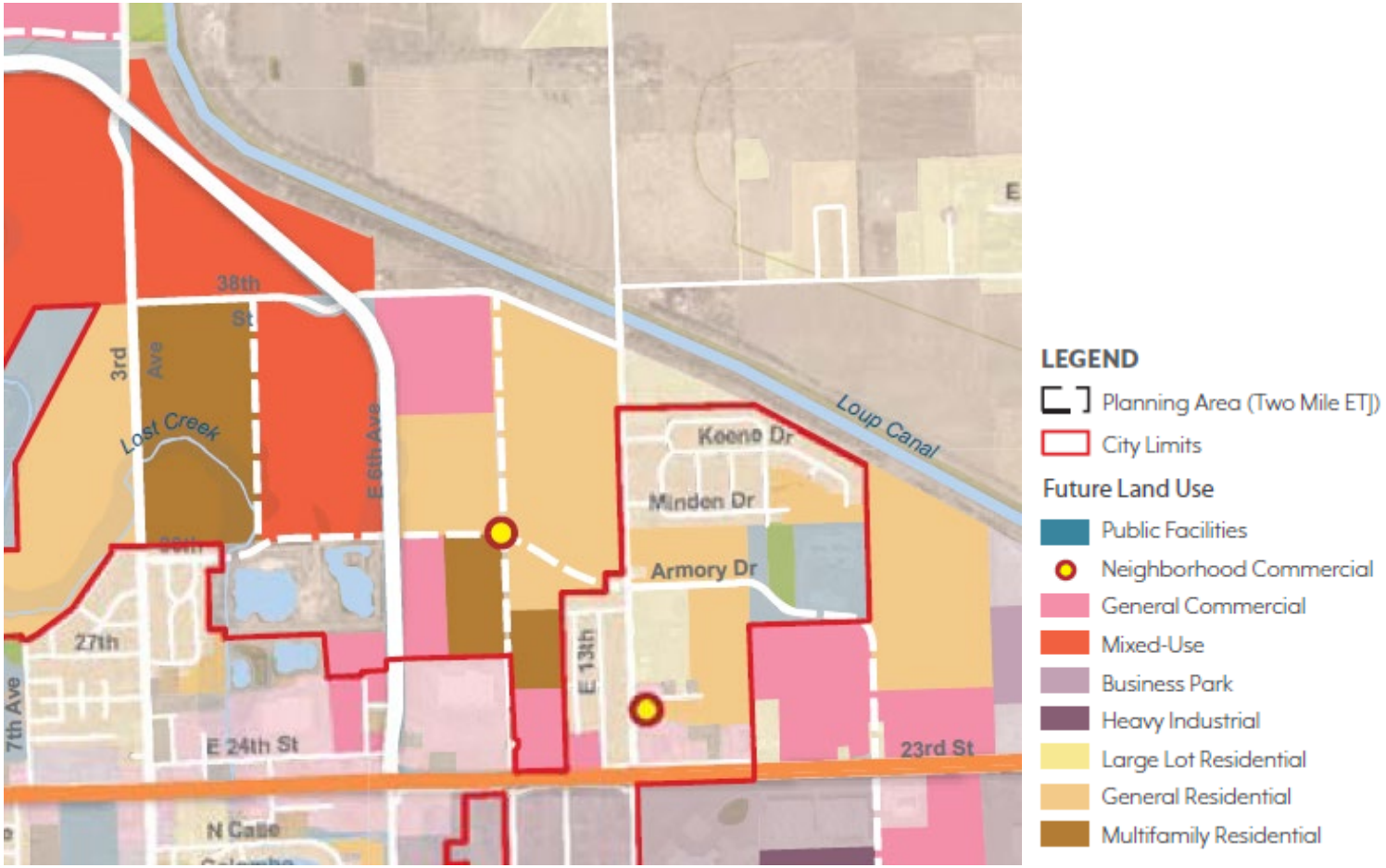
Depiction and Current Condition (outlined in red):



Exhibit "A"

EXHIBIT "B"

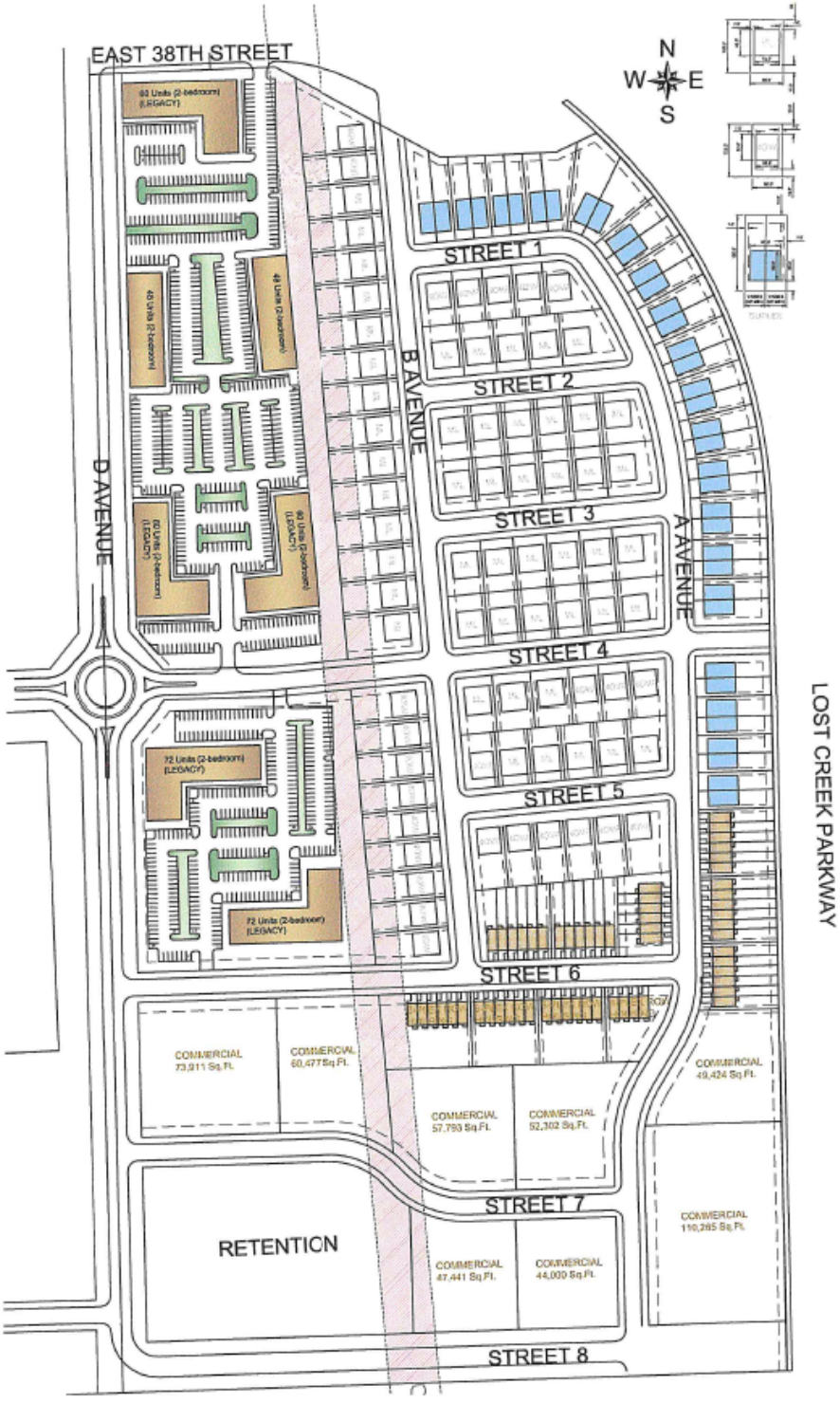
Future Land Use Map



* Project Site designated as “Mixed-Use”.

EXHIBIT "C"

Preliminary Site Plan and Future Land Use



* The attached is a preliminary site plan and is subject to change.

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	$2,704,500
Site Development	$17,203,761
Building Cost	$44,701,707**
Architectural and Engineering Fees	$2,918,196
Legal Fees	$200,000
Contingencies	$500,000
Financing Costs	$280,000
TOTAL	**$68,508,164**

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

** Excludes cost of commercial buildings.

EXHIBIT "E"

Sources and Uses of TIF

USES:*

Land Acquisition	$2,704,500
Demolition	$150,000
Site Preparation and Dirt Work	$4,050,826
Streets	$7,886,598
Utilities	$2,472,903
Sidewalks	$1,193,434
Lighting	$800,000
Landscaping Enhancements	$650,000
Residential Private Improvements**	$44,701,707
Architectural and Engineering Fees	$2,918,196
Legal Fees	$200,000
TOTAL	**$67,728,164**

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

** Subject to meeting the criteria of Workforce Housing TIF, as detailed under Paragraph J of the Redevelopment Plan.

SOURCES:

General Assumptions:*

Base Value:**	$3,667,100
Final Value:***	$95,222,824
Tax Levy (2024):	1.67885%
TIF Indebtedness:	$14,462,400
Interest Rate:	5.00%

* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

** Base Value consists of the following estimates for the platted lots: (i) $10,000 per single-family detached lot; (ii) $7,500 per townhome and rowhome lot; (iii) $700,000 (total) for the multifamily lots; and (iv) $1,487,100 (total) for the commercial lots (i.e., $3 psf).

*** Final Value consists of the following estimates for the improved lots: (i) $283,500 per single-family detached lot; (ii) $292,500 per townhome lot; (iii) $225,000 per rowhome lot; (iv) $44,520,000 (total) for the multifamily lots ($106,000 per door); and (v) $4,708,324 (total) for the commercial lots. Per the amortization set forth below, the Final Valuation accrues in 20% increments over the course of the first five years to reflect the Redevelopment Project's phased construction.

Projected Amortization:

DATE	Total Taxable Valuation	Less Pre-Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	**Revenues Available For TIF Loan**	**Principal**	**Interest at 5.00%**	**Total**	Loan Balance	Capitalized Interest	Interest at 5.00%
0											$14,462,400		
0.5	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$0	$152,171	$152,171	$14,671,789	209389	361560
1	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$0	$152,171	$152,171	$14,886,413	214624	366795
1.5	$ 38,089,130	$1,466,840	$ 36,622,290	1.678850	$ 307,417	$ 3,074	$ 304,343	$0	$304,343	$304,343	$14,954,230	67817	372160
2	$ 38,089,130	$1,466,840	$ 36,622,290	1.678850	$ 307,417	$ 3,074	$ 304,343	$0	$304,343	$304,343	$15,023,743	69513	373856
2.5	$ 57,133,695	$2,200,260	$ 54,933,435	1.678850	$ 461,125	$ 4,611	$ 456,514	$80,920	$375,594	$456,514	$14,942,823	0	375594
3	$ 57,133,695	$2,200,260	$ 54,933,435	1.678850	$ 461,125	$ 4,611	$ 456,514	$82,943	$373,571	$456,514	$14,859,880	0	373571
3.5	$ 76,178,260	$2,933,680	$ 73,244,580	1.678850	$ 614,833	$ 6,148	$ 608,685	$237,188	$371,497	$608,685	$14,622,692	0	371497
4	$ 76,178,260	$2,933,680	$ 73,244,580	1.678850	$ 614,833	$ 6,148	$ 608,685	$243,118	$365,567	$608,685	$14,379,574	0	365567
4.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$401,368	$359,489	$760,857	$13,978,206	0	359489
5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$411,402	$349,455	$760,857	$13,566,804	0	349455
5.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$421,687	$339,170	$760,857	$13,145,117	0	339170
6	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$432,229	$328,628	$760,857	$12,712,888	0	328628
6.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$443,035	$317,822	$760,857	$12,269,853	0	317822
7	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$454,111	$306,746	$760,857	$11,815,742	0	306746
7.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$465,463	$295,394	$760,857	$11,350,279	0	295394
8	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$477,100	$283,757	$760,857	$10,873,179	0	283757
8.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$489,028	$271,829	$760,857	$10,384,151	0	271829
9	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$501,253	$259,604	$760,857	$9,882,898	0	259604
9.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$513,785	$247,072	$760,857	$9,369,113	0	247072
10	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$526,629	$234,228	$760,857	$8,842,484	0	234228
10.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$539,795	$221,062	$760,857	$8,302,689	0	221062
11	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$553,290	$207,567	$760,857	$7,749,399	0	207567
11.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$567,122	$193,735	$760,857	$7,182,277	0	193735
12	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$581,300	$179,557	$760,857	$6,600,977	0	179557
12.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$595,833	$165,024	$760,857	$6,005,144	0	165024
13	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$610,728	$150,129	$760,857	$5,394,416	0	150129
13.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$625,997	$134,860	$760,857	$4,768,419	0	134860
14	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$641,647	$119,210	$760,857	$4,126,772	0	119210
14.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$657,688	$103,169	$760,857	$3,469,084	0	103169
15	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$674,130	$86,727	$760,857	$2,794,954	0	86727
15.5	$ 76,178,259	$2,933,680	$ 73,244,579	1.678850	$ 614,833	$ 6,148	$ 608,685	$538,811	$69,874	$608,685	$2,256,143	0	69874
16	$ 76,178,259	$2,933,680	$ 73,244,579	1.678850	$ 614,833	$ 6,148	$ 608,685	$552,281	$56,404	$608,685	$1,703,862	0	56404
16.5	$ 57,133,694	$2,200,260	$ 54,933,434	1.678850	$ 461,125	$ 4,611	$ 456,514	$413,917	$42,597	$456,514	$1,289,945	0	42597
17	$ 57,133,694	$2,200,260	$ 54,933,434	1.678850	$ 461,125	$ 4,611	$ 456,514	$424,265	$32,249	$456,514	$865,680	0	32249
17.5	$ 38,089,129	$1,466,840	$ 36,622,289	1.678850	$ 307,417	$ 3,074	$ 304,343	$282,701	$21,642	$304,343	$582,979	0	21642
18	$ 38,089,129	$1,466,840	$ 36,622,289	1.678850	$ 307,417	$ 3,074	$ 304,343	$289,769	$14,574	$304,343	$293,210	0	14574
18.5	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$144,841	$7,330	$152,171	$148,369	0	7330
19	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$148,462	$3,709	$152,171	$0	0	3709
	$23,056,256	$230,550	$22,825,706	$15,023,836	$7,801,870	$22,825,706	$561,343						

Original Loan Amount	$14,462,400
Capitalized Interest	$561,343
Loan Balance Remaining	**$0**

ASSUMPTIONS:	
1. Loan Amount:	$14,462,400
2. Interest Rate:	5.00%
3. Base Value:*	$3,667,100
4. Future Value:**	$95,222,824

(F9 = calculate)

* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.

EXHIBIT "F"

Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15-year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

1. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2024 levy rate. There has been no accounting for incremental growth over the 15-year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from E 38th Street on the north and E 6th Avenue (Lost Creek Parkway) on the east, along with extensive construction and/or improvement of abutting rights-of-way, as set forth in greater detail under Paragraph F of the Redevelopment Plan. Construction and/or extension of utilities and other critical infrastructure will be necessary to serve all the lots within the subdivision. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would

otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new residents and commercial users within the Project Site will require and pay for City services. Additionally, the City will collect sales tax on applicable commercial users within the Project Site, as well as on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new and expanded business within the Project Site with respect to the commercial lots, as well as the necessary staffing needed for the multifamily complex. Such improvements will provide an opportunity for existing employers to expand (or for new employers to relocate), and will provide job opportunities for employees. Additionally, the new residences will provide housing for employees in the area. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project should have a materially-positive impact on businesses surrounding the Project Site. The residential portion will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the additional population density should increase the need for services and products from existing businesses in the surrounding area, such as household products and general consumer goods/services. The commercial portion will result in the expansion of businesses in the area, which will directly benefit area employers and employees via the provision of new services and jobs to the area, and indirectly benefit the same via the increase in consumer/foot traffic. Accordingly, the Redevelopment Project is anticipated to have a positive impact on employers and employees in the vicinity of the Project Site.

5. Impacts on student populations of school districts within the City:

The increase in population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Redevelopment Project will revitalize and occupy an underutilized space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

7.B.1. Resolution No. R25-41 approving redevelopment plan.

RESOLUTION NO. R25-41

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED, "REDEVELOPMENT PLAN FOR THE COTTONWOOD HEIGHTS REDEVELOPMENT PROJECT."

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

WHEREAS, the Mayor and Council previously designated a portion of the City of Columbus, Nebraska (the “City”), commonly referred to as “Redevelopment Area 13”, as blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(3) and (31) and section 18-2109; and

WHEREAS, it is contemplated that redevelopment of Redevelopment Area 13 may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of Redevelopment Area 13 will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the City’s comprehensive plan for land use and development (the “Comprehensive Plan”); and

WHEREAS, attached hereto as Exhibit A is a redevelopment plan for redevelopment within Redevelopment Area 13 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within Redevelopment Area 13; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, held a duly-noticed public hearing on the Redevelopment Plan, and provided written findings on and recommended the Mayor and Council's adoption and approval of the Redevelopment Plan on March 10, 2025; and

WHEREAS, on March 17, 2025, the Mayor and Council held a duly-noticed public hearing on the Redevelopment Plan; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing.

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

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

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

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

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that any proceeds or revenue expected to be obtained by the City from disposal of property to a private entity are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is, in part, the issuance by the Agency of its tax increment revenue bond to provide funds to pay for and/or reimburse the costs of certain public improvements; and addresses any families or businesses

currently residing within the redevelopment area which are currently expected to be displaced from such area.

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

Section 3. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 4. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 17TH DAY OF MARCH, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
SPECIAL CITY ATTORNEY

EXHIBIT A
Redevelopment Plan

(See attached)

REDEVELOPMENT PLAN FOR
THE COTTONWOOD HEIGHTS REDEVELOPMENT PROJECT

PREPARED FEBRUARY, 2025

BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF COLUMBUS, NEBRASKA

A. Introduction

This Redevelopment Plan for the Cottonwood Heights Redevelopment Project (this "Redevelopment Plan"), prepared by the Community Development Agency of the City of Columbus, Nebraska (the "Agency"), is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska ("City"). The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted, substandard, and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as "Redevelopment Area 13" (referred to herein as the "Redevelopment Area"). This Redevelopment Plan sets forth a redevelopment project proposed by Cottonwood Heights, LLC ("Redeveloper"), located within the Redevelopment Area. This Redevelopment Plan contemplates the use of tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, to aid in the removal of existing, and avoid future, blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the phased construction of a mixed-use development consisting of commercial and mixed-density residential improvements, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the southwest of the intersection of E 6th Avenue and E 38th Street, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City's comprehensive plan for land use and development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan.

The map sets forth a "Mixed-Use" designation for future use of the Project Site. Accordingly, the anticipated uses associated with the Redevelopment Project conform with the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following observations and objectives:

- It is envisioned that the City's projected population growth will be accommodated and balanced through infill and redevelopment of neighborhoods; and contiguous, mixed-use development to the north, flanking Lost Creek Parkway.

- Large business development centers composed of Mixed- Use and Multi-Family residential uses are proposed to the east of the municipal airport; and immediately east of 32nd Avenue, flanking Lost Creek Parkway.

- Provide for a range of housing options for a diverse and expanding workforce.

- Support initiatives to develop affordable and equitable housing.

- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability. Ensure there are options for convenient, affordable and dignified places to live.

- Maximize the use of planning and financial tools to mitigate the cost of development to the community while providing incentives for well-planned development that achieves stated City principles and goals.

- Encourage public private partnerships where the City and the private sector can collaborate on enhancements to the built environment.

The Redevelopment Project will directly assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with, and furthers the objectives under, the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the phased construction of approximately 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings, together with the public and private improvements ancillary thereto. Per Redeveloper's TIF application submitted to the City:

"The apartment units are modeled after the existing Legacy 23 complex and the Flats apartment complexes located in Columbus. Home prices within the Cottonwood Heights development for single family homes will be at or below $325,000. Townhomes will be priced at approximately $320,000 and rental units will range between $900 and $1,500 per month. In addition, Cottonwood Heights will place approximately eight commercial buildings on the rapidly expanding Lost Creek Parkway highway location… The commercial lots will include a mix of financial, medical and retail establishments that range between 6,000 and 12,000 square feet."

Per the application, the single-family homes will consist of slab-on-grade modular homes, which will facilitate both a relatively low price point and an abbreviated construction period. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project (the "Site Plan"). The Site Plan is preliminary in nature and subject to change. As further detailed in Paragraph J below, it is anticipated that the residential improvements will be constructed and/or sold, as applicable, at a price point that meets the criteria for workforce housing, of which there is low supply and high demand within the City.

Redeveloper owns the Project Site in fee simple. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. The Project Site is currently situated outside of the City's jurisdictional boundaries. In relation thereto, Redeveloper has represented and warranted to the City that it will submit to a voluntary annexation of the Project Site, as well as facilitating the same for the adjacent parcel to the west owned by the Platte County School District. The use of TIF for the Redevelopment Project as authorized by this Redevelopment Plan is strictly conditioned and contingent upon the Project Site's annexation into the City's jurisdictional boundaries – as shall be set forth in further detail in the "Redevelopment Contract" (as defined in the Act) entered into between Redeveloper and the Agency with respect to the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. In accordance with the foregoing, it is expected that Site Plan and the private improvements shown therein may require certain changes and reconfigurations to adapt the Redevelopment Project to the evolving demands of the market. Such changes and reconfigurations which do not alter the fundamental nature or value of the Redevelopment

Project are expressly permitted hereunder – and may occur via administrative amendment(s) to this Redevelopment Plan, unless such changes constitute a substantial modification under the Act. The implementation and timing of the various phases is detailed under Paragraph H, below.

E. Existing Conditions

1. Existing Land Use

The Project Site consists of a ~74.13-acre parcel. A single-family home and outbuildings are situated on ~3 acres in the northwest corner of the Project Site. The remainder of the Project Site is undeveloped agricultural land.

2. Existing Zoning

The Project Site is currently zoned as Rural Residential.

3. Existing Public Improvements

Public access to the Project Site currently exists from E 38th Street. Except for the basic utilities serving the current residence in the northwest corner, the Project Site is without internal paving, sewer, water, storm sewer, electrical service, public walks, and other infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

The Project Site abuts E 38th Street on the north and E 6th Avenue (Lost Creek Parkway) on the east. Redeveloper will construct multiple points of access therefrom, as shown in the Site Plan; provided that the only permitted connections to E 6th Avenue will be E 38th Street and "Street 8" (as denoted on the Site Plan) – i.e., there shall be no connection to "Street 4" (as denoted on the Site Plan). Additionally, it is anticipated that Redeveloper will be required to undertake and comply with the following, as shall be set forth in further detail in the Redevelopment Contract:

- Paving and reconstruction of adjacent portion of E 38th Street with a possible center island closer to E 6th Avenue (pursuant to 41-foot wide concrete urban arterial/collector parameters). Placement of center island closer to E 6th Avenue may result in "B Avenue" (as denoted on the Site Plan) being limited to "right in, right out" ingress and egress.

- Construction and paving of new right-of-way along the southern boundary of the Project Site (denoted as "Street 8" on the Site Plan), pursuant to 41-foot wide urban arterial/collector parameters, with coordinated access to the south. Such improvements will necessitate reconstruction of the intersection with E 6th Avenue, inclusive of turn lane additions and/or widening.

- Construction and paving of new right-of-way along the eastern boundary of the Project Site (denoted as "D Avenue" on the Site Plan), with a roundabout at the intersection of "Road 4" (as denoted on the Site Plan), all pursuant to 41-foot wide urban arterial/collector parameters (with greater widths required on the roundabout). Such improvements will require the approval of Columbus Public Schools (as the adjacent property owner).

- Construction and paving of 10-foot wide pedestrian paths along the adjacent portion of E 6th Avenue, the E 38th Street extension, and "Street 8" (as denoted on the Site Plan); as well as potential extensions along "Street 4" and "D Avenue" (as denoted on the Site Plan). All such improvements shall meet the trail construction requirements and parameters of the City.

The access-related public improvements for the Redevelopment Project are not limited to the above items and Redeveloper must address any/all traffic and street infrastructure requirements or concerns created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper (inclusive of those detailed above) will be subject to review and approval by the City's engineer or other designee of the City. Such review and approval shall be in the exclusive discretion and authority of the City; and shall supersede and control with respect to any discrepancies as between the contents of this Redevelopment Plan and the finally-approved plans.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct and extend water and sewer systems to provide appropriate service to all lots within the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Without limiting the foregoing, it is anticipated that Redeveloper will be required to undertake and comply with the following, as shall be set forth in further detail in the Redevelopment Contract:

- Extension of the 12-inch water main along the west side of E 6th Avenue and the north side of E 38th Street.

- Installation of 8-inch water main loops in the "D Avenue" and "Street 8" (as denoted on the Site Plan) rights-of-way.

- Sanitary sewer connecting to the existing E 6th Avenue main must be bored underneath.

- Incorporation of on-site (or jointly with the adjacent Columbus Public Schools' property) storm sewer and post-construction storm water treatment.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the various improvements. Any buildable areas within a "Floodplain AO Zone +2" designation will require dirt infill and compaction to a minimum of 3 feet above the established base flood elevation. Redeveloper also anticipates the construction of electric, gas, and telecommunications utilities extending to the buildings on the Project Site. Additionally, Redeveloper intends to place a berm/hedge along the northeast side of the Project Site in order to abate noise from Lost Creek Parkway. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. Demolition of the existing farmstead structures located in the northwest corner of the Project Site will occur as part of the Redevelopment Project.

f. Population Density

The Project Site currently consists of one single-family residence. The Redevelopment Project includes the construction of approximately 593 new residential units, resulting in a substantial increase in population density in the area. The City desires such increase to provide additional housing of various types for its existing and prospective workforce.

g. Land Coverage

Land coverage for the Project Site currently consists of approximately 74.13 acres of mostly-undeveloped land. A single-family home and outbuildings currently exist on approximately 3 acres in the northwest corner of the Project Site. The Redevelopment Project will consist of the construction of an estimated 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings. The estimated land coverage footprints of the residential improvements are set forth in the Site Plan. At this time, the land coverage footprints of the commercial buildings are too speculative to estimate. Notwithstanding, all improvements within the Project Site will be subject to, and must comply with, all applicable land coverage ratios required under the City's zoning code.

h. Parking

The multifamily and commercial improvements which are constructed as part of the Redevelopment Project will have certain off-street parking requirements, as set forth in the City's zoning code. The exact amount of parking for such improvements is speculative at this time. However, Redeveloper (or its successors and assigns) will be required to comply with such parking minimums based upon the City's review of the final plans for the improvements.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as Rural-Residential. Rezoning of Project Site to an appropriate designation (or designations) will be necessary to carry out the Redevelopment Project. It is anticipated that this will occur as part of the Project Site's annexation. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

The Redevelopment Project's private improvements consist of the construction of an estimated 77 single-family homes, 38 townhomes, 58 rowhomes, 420 apartment units, and 8 commercial buildings, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private

improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated costs of the Redevelopment Project are $68,508,164. A breakdown of the Redevelopment Project's estimated costs is attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2025 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that the Redevelopment Project will occur in approximately four staggered phases as detailed below; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over additional or different periods of time. Each phase may be further separated into annual subphases based upon the improvements constructed in a given year.

Phase	Timing	Description
1	Spring 2025 to Fall 2026	Initial stages will include infrastructure placement in the Northeast corner of the Site. Construction of single-family homes and townhomes will begin in fall or early winter of 2025. Redeveloper intends to begin placing single-family homes on foundations in fall or early winter of 2025 – with the intent to complete and sell 5 to 8 modular homes every 60 to 80 days. Additionally, Redeveloper intends to begin construction of townhomes in the northeast section of the Project Site during this phase.
2	Spring 2026 to Spring 2030	In spring of 2026, Redeveloper intends to commence construction of the apartment complexes in the northwest section of the Project Site. Redeveloper's construction partner anticipates that it will take 12 to 18 months to complete 7 separate apartment complexes on this section of the Project Site.
3	January 2027 to December 2027	Redeveloper intends to begin construction of approximately 58 rowhomes and an additional 28 single-family modular homes on the southeast/southcentral section of the Project Site.
4	January 2028 to Summer 2030	Redeveloper intends to complete infrastructure work on the south section of the Project Site, which will allow for the sale, and build-to-suit construction, of the commercial lots. Accordingly, it is anticipated that the construction of the commercial buildings will be undertaken by third-party developers to suit individual plans or needs.

The anticipated start dates and completion dates for the phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability

and other extraneous factors. More or less phases spanning more or less time than the anticipated dates listed above may be necessary as a result of such extraneous conditions or factors. Notwithstanding, it is anticipated that all phases will be completed no later than December 31, 2035. In accordance therewith, the Redevelopment Contract entered into between the Agency and Redeveloper with respect to the Redevelopment Project will specify that, vis-à-vis the division of excess ad valorem taxes within the Project Site in relation to the TIF, all parcels within the Project Site must have an "Effective Date" (as defined in the Act) of no later than January 1, 2035.

Upon the completion of each phase, Redeveloper will notify the Agency of the same in writing on a form prescribed by the Agency. Such notice shall set forth the Effective Date for the pertinent phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase.

Redeveloper is unable to undertake the construction in the first phase of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for the first phase but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, as necessary.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the Effective Date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as "TIF Revenues") shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the Redevelopment Contract entered into between Redeveloper and the Agency with respect to the Redevelopment Project. The Agency and Redeveloper anticipate that the Effective Dates will be different for each phase, and therefore the increment period for each phase, will be different.

Notwithstanding any provision herein to the contrary, the TIF Revenues for each phase shall only be divided and allocated over the applicable 15-year increment period (per phase) or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated in its TIF application that:

"The project site is currently located slightly outside of the Columbus City limits. The project site is adjacent to a rapidly expanding section of the City. The proposed growth of this area is reflected in the City's Master Trail Plan which envisions a long section of the master trail that will run parallel alongside the project site.

The project site currently lacks the basic infrastructure that is inherently necessary to support the proposed development project that is comprised of approximately 600 new single family and multi-family homes, along with up to eight commercial properties. The project site has existed as agricultural farmland for many years. In order to create the proposed housing development, developer must install streets, sewers, roads, sidewalks, lighting, as well as water and

electrical access for the proposed homes and businesses. Due to the substantial costs associated with installation of the necessary infrastructure, the proposed development project is simply not feasible without TIF.

Even assuming that a combination of private equity and private lending would be available for the proposed development, the associated debt service with any such combination would render the project not economically infeasible for any reasonable investor without TIF."

The City concurs with the foregoing representations of Redeveloper. In addition thereto, the demand for workforce housing greatly exceeds the supply due to the fact that the market rate for such housing typically provides too low of a return on investment to encourage such development (absent the assistance from sources such as TIF). Without TIF, the price point of the housing units would need to increase significantly to provide acceptable cash-flow, which is not desirable and would not satisfy the housing demand for workforce housing in the City. In accordance with the above findings, it is the finding of this Redevelopment Plan that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed $14,462,400. The TIF Indebtedness shall bear interest at a rate not to exceed 5.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is $68,508,164. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Use of Workforce Housing TIF; Conformance with Incentive Plan

Pursuant to the Act and the workforce housing incentive plan adopted by the City (the "Incentive Plan"), this Redevelopment Plan specifically contemplates and authorizes the use of TIF for all single-family and multi-family residences/improvements constructed on the Project Site that do not exceed the maximums set forth under section 18-2103(32)(c) of the Act, as may be adjusted from time to time. With respect to the owner-occupied single-family residences,

townhomes, and rowhomes, such figures (i.e., the maximums) shall be determined at the time of sale of each residence/lot, and shall not be fixed as of the date of this Redevelopment Plan – such that any changes to the maximums under 18-2103(32)(c) shall apply to the subsequent sale of any unsold lots/residences which are part of the Redevelopment Project. Accordingly, so long as a lot/residence complies with the then-current maximums (at the time of the sale) set forth under 18-2103(32)(c) of the Act, the improvements associated therewith shall be considered "Workforce Housing" under the Act, and shall be eligible for treatment as such with respect to the City's administration of TIF, in accordance therewith. With respect to the multi-family rental apartments, eligibility will be determined via Redeveloper's per-unit cost to construct the apartments, in accordance with 18-2103(32)(c) of the Act. The City and/or Agency shall verify eligibility of the improvements as Workforce Housing in accordance with the foregoing, as shall be set forth in further detail under the redevelopment contract between Redeveloper and the Agency.

Subject to the foregoing, the City and Agency have determined that the proposed construction of housing on the Project Site meets the definition of "Workforce Housing" under the Act, and meets the qualifications for an award of Workforce Housing TIF under the Incentive Plan, in that it:

- Is housing that meets the needs of today's working families;
- Is housing that is attractive to new residents considering relocation to a rural community;
- Will address certain housing needs identified in the City's current housing study;
- Will assist with the prevention of blight and substandard conditions within the City, and will help address the City's lack of safe and suitable housing within a price range that is attainable for the City's workforce;

The City has further found and determined that the grant of Workforce Housing TIF authorized and approved hereunder will not result in the unjust enrichment of Redeveloper. In support thereof, and as detailed under Paragraph I(1), above, the use of Workforce Housing TIF is necessary to maintain the price points of the residential improvements at an acceptable level, while providing for a commercially reasonable rate of return. In consideration thereof, the return on investment for the Redevelopment Project without Workforce Housing TIF is below what would be necessary to attract economically-prudent investment and/or financing, thereby demonstrating that Workforce Housing TIF is needed and will not result in unjust enrichment.

In the event that some, but not all, of the residential improvements constructed by Redeveloper meet the eligibility criteria for Workforce Housing TIF, this Redevelopment Plan authorizes the use of Workforce Housing TIF for only the eligible portion(s). Any ineligible

portion(s) or residence(s)/unit(s) shall still qualify for normal TIF. The foregoing shall be set forth in further detail in the redevelopment contract between Redeveloper and the Agency.

K. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

Exhibit “A”: Project Site and Existing Land Use
Exhibit “B”: Future Land Use Map
Exhibit “C”: Site Plan and Future Land Use
Exhibit “D”: Estimated Construction Cost of the Redevelopment Project
Exhibit “E”: Sources and Uses of TIF
Exhibit “F”: Cost-Benefit Analysis

EXHIBIT "A"

Project Site and Existing Land Use

Legal Description:

A tract of land located in the East 1/2 of the Northwest 1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of the Northwest 1/4 of Section 16, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence S 88°07'17" W on an assumed bearing on the South line of the East 1/2 of said Northwest 1/4, 1328.66 feet to the Southwest corner of said East 1/2; thence N 01°44'47" W on the West line of said East 1/2, 2663.74 feet to the Northwest corner of said East 1/2; thence N 87°39'15" E on the North line of said East 1/2, 239.85 feet to a point on the Lost Creek Parkway Right-of-Way line; thence S 02°03'00" E on said Right-of-Way line, 33.13 feet; thence N 87°38'17" E on said Right-of-Way line, 128.52 feet; thence S 61°45'18" E on said Right-of-Way line, 379.55 feet; thence N 87°39'39" E on said Right-of-Way line, 231.82 feet; thence N 64°23'46" E on said Right-of-Way line, 87.92 feet to a point of curvature; thence Southeasterly on a 1100.38 foot radius curve to the right on said Right-of-Way line, 862.36 feet of which said curve has a chord bearing of S 24°09'02" E, 840.46 feet to a point on the East line of said East 1/2; thence S 01°42'29" E on said East line, 1702.65 feet to the Point of Beginning, containing 75.60 acres, more or less.

* As part of the Redevelopment Project, Redeveloper intends replat and subdivide the Project Site. In accordance therewith, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

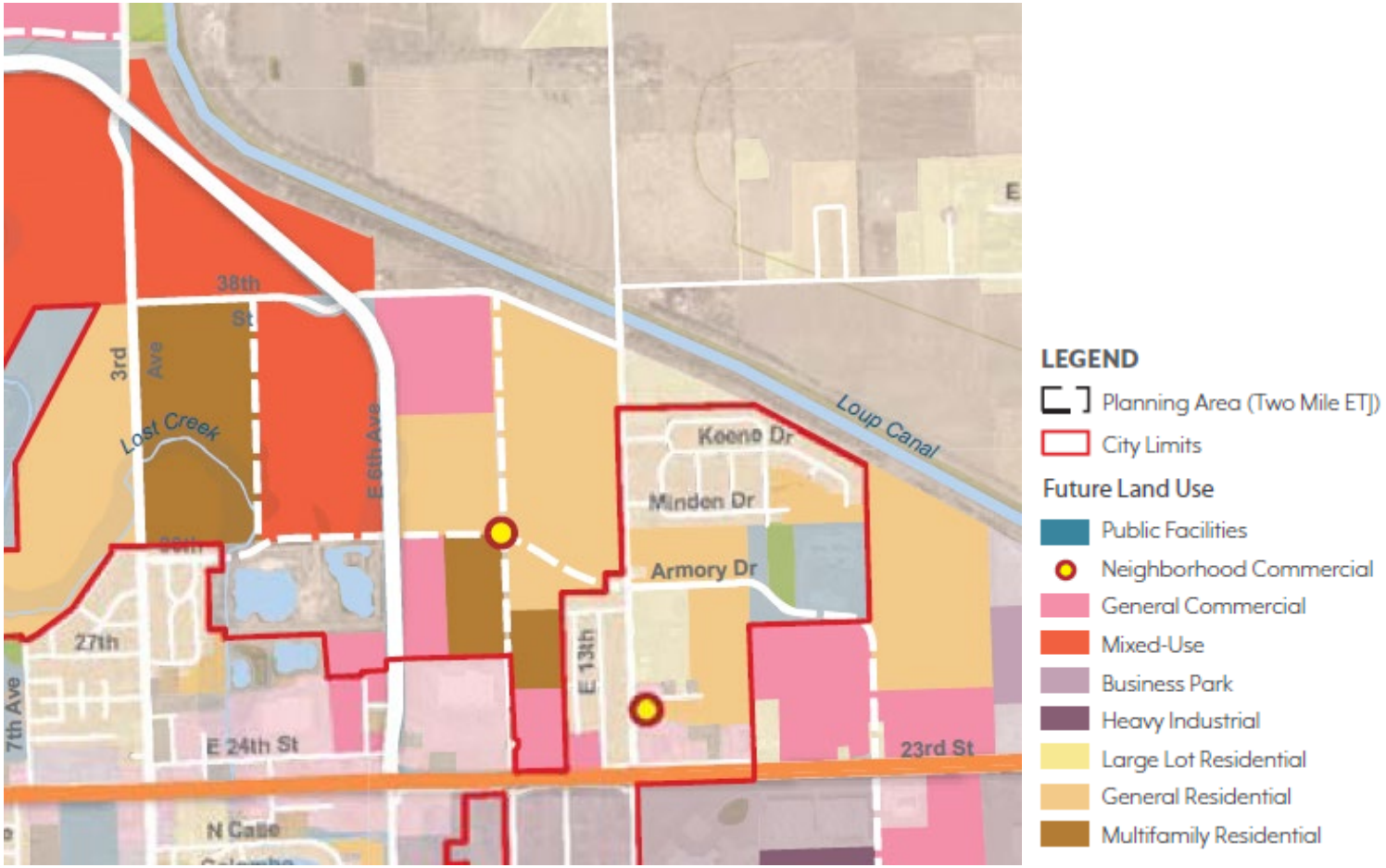
Depiction and Current Condition (outlined in red):



Exhibit "A"

EXHIBIT "B"

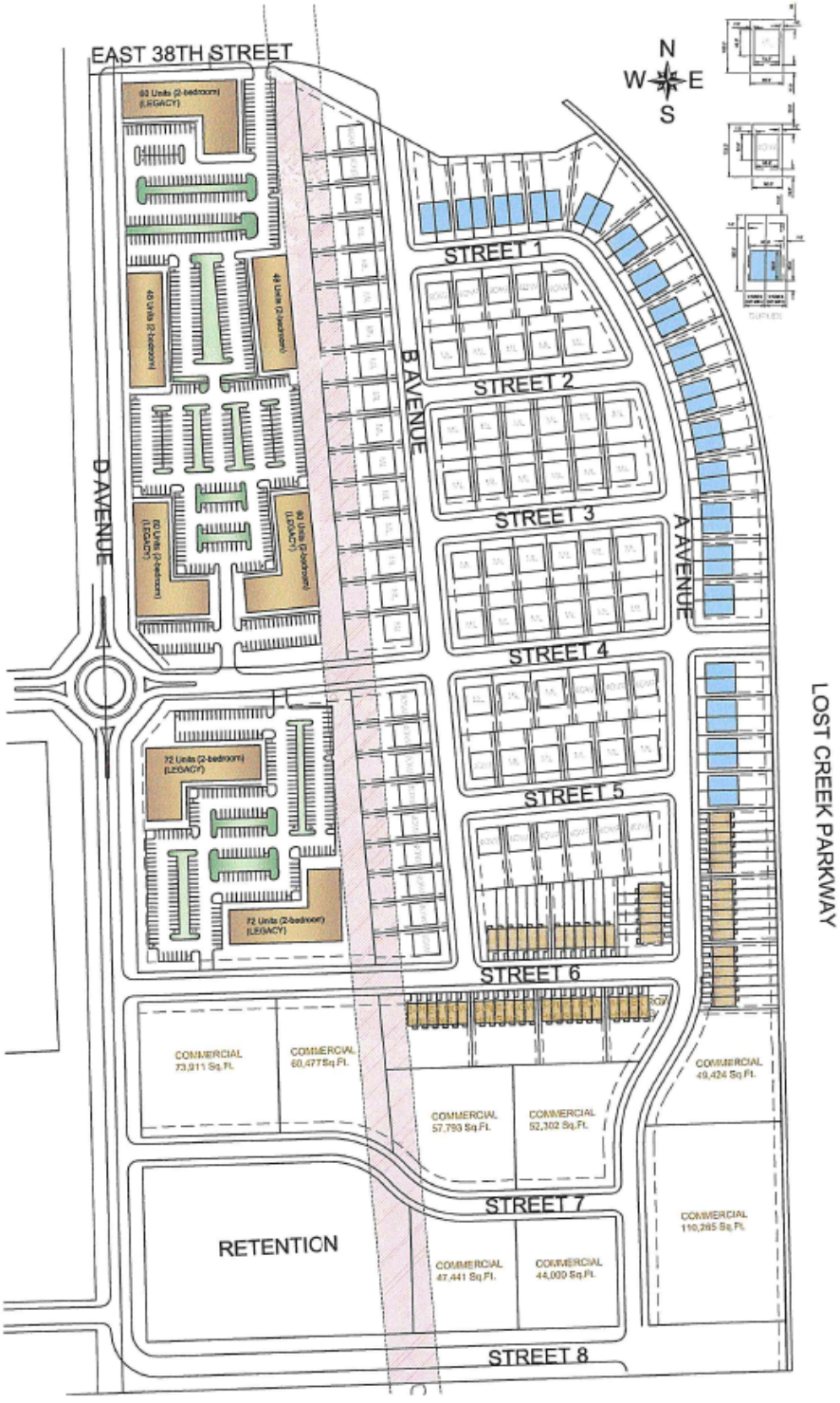
Future Land Use Map



* Project Site designated as “Mixed-Use”.

EXHIBIT "C"

Preliminary Site Plan and Future Land Use



* The attached is a preliminary site plan and is subject to change.

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	$2,704,500
Site Development	$17,203,761
Building Cost	$44,701,707**
Architectural and Engineering Fees	$2,918,196
Legal Fees	$200,000
Contingencies	$500,000
Financing Costs	$280,000
TOTAL	**$68,508,164**

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

** Excludes cost of commercial buildings.

EXHIBIT "E"

Sources and Uses of TIF

USES:*

Land Acquisition	$2,704,500
Demolition	$150,000
Site Preparation and Dirt Work	$4,050,826
Streets	$7,886,598
Utilities	$2,472,903
Sidewalks	$1,193,434
Lighting	$800,000
Landscaping Enhancements	$650,000
Residential Private Improvements**	$44,701,707
Architectural and Engineering Fees	$2,918,196
Legal Fees	$200,000
TOTAL	**$67,728,164**

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

** Subject to meeting the criteria of Workforce Housing TIF, as detailed under Paragraph J of the Redevelopment Plan.

SOURCES:

General Assumptions:*

Base Value:**	$3,667,100
Final Value:***	$95,222,824
Tax Levy (2024):	1.67885%
TIF Indebtedness:	$14,462,400
Interest Rate:	5.00%

* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

** Base Value consists of the following estimates for the platted lots: (i) $10,000 per single-family detached lot; (ii) $7,500 per townhome and rowhome lot; (iii) $700,000 (total) for the multifamily lots; and (iv) $1,487,100 (total) for the commercial lots (i.e., $3 psf).

*** Final Value consists of the following estimates for the improved lots: (i) $283,500 per single-family detached lot; (ii) $292,500 per townhome lot; (iii) $225,000 per rowhome lot; (iv) $44,520,000 (total) for the multifamily lots ($106,000 per door); and (v) $4,708,324 (total) for the commercial lots. Per the amortization set forth below, the Final Valuation accrues in 20% increments over the course of the first five years to reflect the Redevelopment Project's phased construction.

Projected Amortization:

DATE	Total Taxable Valuation	Less Pre-Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	**Revenues Available For TIF Loan**	**Principal**	**Interest at 5.00%**	**Total**	Loan Balance	Capitalized Interest	Interest at 5.00%
0											$14,462,400		
0.5	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$0	$152,171	$152,171	$14,671,789	209389	361560
1	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$0	$152,171	$152,171	$14,886,413	214624	366795
1.5	$ 38,089,130	$1,466,840	$ 36,622,290	1.678850	$ 307,417	$ 3,074	$ 304,343	$0	$304,343	$304,343	$14,954,230	67817	372160
2	$ 38,089,130	$1,466,840	$ 36,622,290	1.678850	$ 307,417	$ 3,074	$ 304,343	$0	$304,343	$304,343	$15,023,743	69513	373856
2.5	$ 57,133,695	$2,200,260	$ 54,933,435	1.678850	$ 461,125	$ 4,611	$ 456,514	$80,920	$375,594	$456,514	$14,942,823	0	375594
3	$ 57,133,695	$2,200,260	$ 54,933,435	1.678850	$ 461,125	$ 4,611	$ 456,514	$82,943	$373,571	$456,514	$14,859,880	0	373571
3.5	$ 76,178,260	$2,933,680	$ 73,244,580	1.678850	$ 614,833	$ 6,148	$ 608,685	$237,188	$371,497	$608,685	$14,622,692	0	371497
4	$ 76,178,260	$2,933,680	$ 73,244,580	1.678850	$ 614,833	$ 6,148	$ 608,685	$243,118	$365,567	$608,685	$14,379,574	0	365567
4.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$401,368	$359,489	$760,857	$13,978,206	0	359489
5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$411,402	$349,455	$760,857	$13,566,804	0	349455
5.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$421,687	$339,170	$760,857	$13,145,117	0	339170
6	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$432,229	$328,628	$760,857	$12,712,888	0	328628
6.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$443,035	$317,822	$760,857	$12,269,853	0	317822
7	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$454,111	$306,746	$760,857	$11,815,742	0	306746
7.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$465,463	$295,394	$760,857	$11,350,279	0	295394
8	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$477,100	$283,757	$760,857	$10,873,179	0	283757
8.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$489,028	$271,829	$760,857	$10,384,151	0	271829
9	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$501,253	$259,604	$760,857	$9,882,898	0	259604
9.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$513,785	$247,072	$760,857	$9,369,113	0	247072
10	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$526,629	$234,228	$760,857	$8,842,484	0	234228
10.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$539,795	$221,062	$760,857	$8,302,689	0	221062
11	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$553,290	$207,567	$760,857	$7,749,399	0	207567
11.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$567,122	$193,735	$760,857	$7,182,277	0	193735
12	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$581,300	$179,557	$760,857	$6,600,977	0	179557
12.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$595,833	$165,024	$760,857	$6,005,144	0	165024
13	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$610,728	$150,129	$760,857	$5,394,416	0	150129
13.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$625,997	$134,860	$760,857	$4,768,419	0	134860
14	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$641,647	$119,210	$760,857	$4,126,772	0	119210
14.5	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$657,688	$103,169	$760,857	$3,469,084	0	103169
15	$ 95,222,824	$3,667,100	$ 91,555,724	1.678850	$ 768,542	$ 7,685	$ 760,857	$674,130	$86,727	$760,857	$2,794,954	0	86727
15.5	$ 76,178,259	$2,933,680	$ 73,244,579	1.678850	$ 614,833	$ 6,148	$ 608,685	$538,811	$69,874	$608,685	$2,256,143	0	69874
16	$ 76,178,259	$2,933,680	$ 73,244,579	1.678850	$ 614,833	$ 6,148	$ 608,685	$552,281	$56,404	$608,685	$1,703,862	0	56404
16.5	$ 57,133,694	$2,200,260	$ 54,933,434	1.678850	$ 461,125	$ 4,611	$ 456,514	$413,917	$42,597	$456,514	$1,289,945	0	42597
17	$ 57,133,694	$2,200,260	$ 54,933,434	1.678850	$ 461,125	$ 4,611	$ 456,514	$424,265	$32,249	$456,514	$865,680	0	32249
17.5	$ 38,089,129	$1,466,840	$ 36,622,289	1.678850	$ 307,417	$ 3,074	$ 304,343	$282,701	$21,642	$304,343	$582,979	0	21642
18	$ 38,089,129	$1,466,840	$ 36,622,289	1.678850	$ 307,417	$ 3,074	$ 304,343	$289,769	$14,574	$304,343	$293,210	0	14574
18.5	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$144,841	$7,330	$152,171	$148,369	0	7330
19	$ 19,044,565	$733,420	$ 18,311,145	1.678850	$ 153,708	$ 1,537	$ 152,171	$148,462	$3,709	$152,171	$0	0	3709
	$23,056,256	$230,550	$22,825,706	$15,023,836	$7,801,870	$22,825,706	$561,343						

Original Loan Amount	$14,462,400
Capitalized Interest	$561,343
Loan Balance Remaining	**$0**

ASSUMPTIONS:	
1. Loan Amount:	$14,462,400
2. Interest Rate:	5.00%
3. Base Value:*	$3,667,100
4. Future Value:**	$95,222,824

(F9 = calculate)

* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.

EXHIBIT "F"

Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15-year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

1. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2024 levy rate. There has been no accounting for incremental growth over the 15-year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from E 38th Street on the north and E 6th Avenue (Lost Creek Parkway) on the east, along with extensive construction and/or improvement of abutting rights-of-way, as set forth in greater detail under Paragraph F of the Redevelopment Plan. Construction and/or extension of utilities and other critical infrastructure will be necessary to serve all the lots within the subdivision. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would

otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new residents and commercial users within the Project Site will require and pay for City services. Additionally, the City will collect sales tax on applicable commercial users within the Project Site, as well as on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new and expanded business within the Project Site with respect to the commercial lots, as well as the necessary staffing needed for the multifamily complex. Such improvements will provide an opportunity for existing employers to expand (or for new employers to relocate), and will provide job opportunities for employees. Additionally, the new residences will provide housing for employees in the area. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project should have a materially-positive impact on businesses surrounding the Project Site. The residential portion will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the additional population density should increase the need for services and products from existing businesses in the surrounding area, such as household products and general consumer goods/services. The commercial portion will result in the expansion of businesses in the area, which will directly benefit area employers and employees via the provision of new services and jobs to the area, and indirectly benefit the same via the increase in consumer/foot traffic. Accordingly, the Redevelopment Project is anticipated to have a positive impact on employers and employees in the vicinity of the Project Site.

5. Impacts on student populations of school districts within the City:

The increase in population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Redevelopment Project will revitalize and occupy an underutilized space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

8. **PETITIONS AND COMMUNICATIONS - None**

9. **REPORTS OF CITY OFFICES - Finance department report included in Consent Agenda**

10. **REPORTS OF COUNCIL COMMITTEES**

10.A. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - March 17, 2025

10.A.1. Financial and Compliance Audit for year-end September 30, 2024.

City of Columbus, Nebraska

Communications Letter

September 30, 2024

PRELIMINARY

City of Columbus
Table of Contents

Report on Matters Identified as a Result of the Audit of the Basic Financial Statements	1
Material Weakness	3
Significant Deficiency	4
Required Communication	5
Emerging Issues	9

PRELIMINARY

Report on Matters Identified as a Result of the Audit of the Basic Financial Statements

Honorable Mayor and Members
of the City Council and Management
City of Columbus
Columbus, Nebraska

In planning and performing our audit of the basic financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Columbus, Nebraska, as of and for the year ended September 30, 2024, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that have not been identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error, or fraud may occur and not be detected by such controls. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness and a deficiency that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the City's basic financial statements will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible*. The chance of the future event or events occurring is more than remote but less than likely.
- *Probable*. The future event or events are likely to occur.

The material weakness identified is stated within this letter.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. The significant deficiency identified is stated within this letter.

PRELIMINARY

The accompanying memorandum also includes financial analysis provided as a basis for discussion. The matters discussed herein were considered by us during our audit and they do not modify the opinion expressed in our Independent Auditor's Report dated March 29, 2024, on such statements.

The purpose of this communication, which is an integral part of our audit, is to describe for the Members of the City Council and management and others within the City the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Omaha, Nebraska
March 29, 2024

PRELIMINARY

City of Columbus
Material Weakness

Material Audit Adjustment
During the course of our engagement, we proposed material audit adjustments that would not have been identified as a result of the City's existing internal controls and, therefore, could have resulted in the City's financial statements being materially misstated.

An adjustment was required to adjust beginning net position for deferred revenue related to notes receivable to correct the under accrued deferral.

We recommend the City continue monitoring the reconciling and reporting process to ensure all journal entries are made prior to the audit.

PRELIMINARY

City of Columbus
Significant Deficiency

Lack of Segregation of Accounting Duties
The City had a lack of segregation of accounting duties. The lack of adequate segregation of accounting duties could adversely affect the City's ability to initiate, record, process, and report financial data consistent with the assertions of management in the financial statements. In order to have appropriate segregation of accounting duties the performance of the following duties would need to be completed by a different employee: initiation and authorization of transactions, recording and processing of transactions, reconciliation, and reporting of transactions. It is also imperative to limit access to the general ledger, subsidiary modules of the accounting system, financial information, and assets.

We recommend management, along with the City Council, evaluate the risks related to significant deficiencies noted above and on the previous page and respond with improvements to processes to mitigate these risks. In doing this, management and the City Council must weigh the costs associated with adding more staff or procedures to its operations.

PRELIMINARY

City of Columbus
Required Communication

We have audited the basic financial statements of the governmental activities, business-type activities, and each major fund of the City as of and for the year ended September 30, 2024. Professional standards require that we advise you of the following matters related to our audit.

Our Responsibility in Relation to the Financial Statement Audit
As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express opinions about whether the basic financial statements prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the basic financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the basic financial statements are free of material misstatement. An audit of the basic financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Generally accepted accounting principles provide for certain Required Supplementary Information (RSI) to supplement the basic financial statements. Our responsibility with respect to the RSI, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI was not audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we do not express an opinion or provide any assurance on the RSI.

Our responsibility for the supplementary information accompanying the basic financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the basic financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Our Responsibility in Relation to *Government Auditing Standards*
As communicated in our engagement letter, part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of basic financial statement amounts. However, the objective of our tests was not to provide an opinion on compliance with such provisions.

PRELIMINARY

Our Responsibility in Relation to *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

As communicated in our engagement letter, in accordance with the Uniform Guidance, we examined on a test basis, evidence about the City's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget* (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit provided a reasonable basis for our opinion, it did not provide a legal determination on the City's compliance with those requirements.

In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have considered the following significant risks in developing our audit approach:

- Improper Revenue Recognition Specific to Water and Sewer Charges for Services and Special Assessments - Revenue recognition is considered a fraud risk on substantially all engagements as it is generally the largest line item impacting a city's operating results.
- Risk of Management Override of Controls - Management override of internal control is considered a risk in substantially all engagements as management may be incentivized to produce better results.
- Risk of Misappropriation of Assets - If duties cannot be appropriately segregated within the accounting and finance department, there is a risk of unauthorized payroll disbursements being made from the City.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the basic financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the fiscal year ended September 30, 2024. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

PRELIMINARY

Qualitative Aspects of the City's Significant Accounting Practices (Continued)

Significant Accounting Estimates and Related Disclosures
Accounting estimates and related disclosures are an integral part of the basic financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the basic financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no significant accounting estimates.

Financial Statement Disclosures
Certain basic financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the basic financial statements relate to risks associated with deposits and investments; commitments and contingencies; and long-term debt.

The basic financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered During the Audit
We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements
For the purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effects of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the basic financial statements taken as a whole and each applicable opinion unit.

The following bullet point summarize the uncorrected financial statement misstatement whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit

- OPEB liability not recorded as the liability was estimated to be immaterial based on the actuarial study completed.
- Current-year additions appear to be accumulating depreciation for the full year regardless of date of acquisition

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. On the following page are the material misstatements that we identified as a result of our audit procedures and were brought to the attention of and corrected by management.

- Deferred revenue and error correction

PRELIMINARY

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's basic financial statements or the auditor's report. No such disagreements arose during the course of our audit.

Representations Requested from Management
We have requested certain written representations from management, which are included in the management representation letter.

Management's Consultations with Other Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management has informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues
In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditor.

Other Information Included in Annual Reports
Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City's annual reports, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

We applied certain limited procedures to the RSI that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the basic financial statements.

PRELIMINARY

City of Columbus
Emerging Issues

Executive Summary
The following is an executive summary of financial related updates to assist you in staying current on emerging issues in accounting and finance. This summary will give you a preview of the new standards that have been recently issued and what is on the horizon for the near future. The most recent and significant updates include:

- **Accounting Standard Update – GASB Statement No. 102 – *Certain Risk Disclosures***
  GASB has issued GASB Statement No. 102 relating to risk disclosures. The disclosures will provide users with timely information regarding certain concentrations or constraints and related events that have occurred or have begun to occur that make a government vulnerable to a substantial impact.
- **Accounting Standard Update – GASB Statement No. 103 – *Financial Reporting Model Improvements***
  GASB has issued GASB Statement No. 103 relating to changes in financial reporting requirements. The changes provide clarity, enhance the relevance of information, provide more useful information for decision-making, and provide for greater comparability amongst government entities.
- **Accounting Standard Update – GASB Statement No. 104 – *Disclosure of Certain Capital Assets***
  GASB has issued GASB Statement No. 104 relating to capital asset disclosures. The disclosures required by this Statement provide users of the financial statements with essential information about certain types of capital assets.

The following is an extensive summary of the current updates. As your continued business partner, we are committed to keeping you informed of new and emerging issues. We are happy to discuss these issues with you further and their applicability to your City.

PRELIMINARY

City of Columbus
Emerging Issues

Accounting Standard Update – GASB Statement No. 102 – *Certain Risk Disclosures*
The objective of this Statement is to provide users of government financial statements with information about risks related to a government's vulnerabilities due to certain concentrations or constraints that is essential to their analyses for making decisions or assessing accountability.

This Statement provides definitions for concentration and constraint. A concentration as a lack of diversity related to an aspect of a significant inflow of resources or outflow of resources. A constraint is a limitation imposed on a government by an external party or by formal action of the government's highest level of decision-making authority.

This Statement requires a government to assess whether a concentration or constraint could present a risk of financial difficulty. The District will need to make a disclosure in the notes to the financial statements if all three of the following criteria are true:

- The District knows about the concentration or constraint prior to financial statement issuance.
- The concentration or constraint makes the District vulnerable to risk of a substantial impact.
- An event or events associated with the concentration or constraint that could cause a substantial impact have either (1) happened; (2) started to happen; or (3) are more likely.

If a government determines the above criteria for disclosure have been met, it should disclose information in notes to financial statements in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact. Disclosures are required for the government as a whole as well as any opinion unit in the financial statements that includes outstanding revenue debt. Disclosures can be combined to avoid unnecessary duplication (e.g., a subsequent event footnote).

GASB Statement No. 102 is effective for fiscal years beginning after June 15, 2024. Earlier application is encouraged.

Information provided above was obtained from www.gasb.org.

PRELIMINARY

City of Columbus
Emerging Issues

Accounting Standard Update – GASB Statement No. 103 – *Financial Reporting Model Improvements*

The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

This Statement addresses 5 areas of the financial statements (1) Management's Discussion and Analysis (MD&A), (2) Unusual or Infrequent Items, (3) Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position, (4) Major Component Unit Information, and (5) Budgetary Comparison Information.

This Statement continues the requirement that the MD&A precede the basic financial statements as part of the Required Supplementary Information (RSI). This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. The Statement stresses that detailed analyses should explain why balances and results of operations changed, rather than stating amounts and "boilerplate" discussions.

This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. The Statement provides clarification regarding operating and nonoperating revenues and expenses. Also, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses.

This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements.

This Statement requires governments to present budgetary comparison information using a single method of communication - RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

GASB Statement No. 103 is effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

Information provided above was obtained from www.gasb.org.

PRELIMINARY

City of Columbus
Emerging Issues

Accounting Standard Update – GASB Statement No. 104 – *Disclosure of Certain Capital Assets*
The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

This Statement requires certain types of capital assets continue to be disclosed separately in the capital assets note disclosures including presentation of capital assets by major class and separate disclosure of lease assets, subscription assets, and intangible right-to-use assets.

This Statement requires additional disclosures for capital assets held for sale. A capital asset is held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date.

Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

GASB Statement No. 104 is effective for fiscal years beginning after June 15, 2025. Earlier application is encouraged.

Information provided above was obtained from www.gasb.org.

PRELIMINARY

City of Columbus, Nebraska

Basic Financial Statements

September 30, 2024

PRELIMINARY

PRELIMINARY

City of Columbus, Nebraska
Table of Contents

Independent Auditor's Report 1

Management's Discussion and Analysis 5

Basic Financial Statements
Government-Wide Financial Statements
Statement of Net Position 14
Statement of Activities 15
Fund Financial Statements
Balance Sheet – Governmental Funds 16
Reconciliation of the Balance Sheet – Statement of Net Position - Governmental Funds 19
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds 20
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances - Statement of Activities – Governmental Funds 23
Statement of Net Position – Proprietary Funds 24
Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds 26
Statement of Cash Flows – Proprietary Funds 28
Statement of Fiduciary Net Position – Fiduciary Funds 30
Statement of Changes in Fiduciary Net Position – Fiduciary Funds 30
Notes to Basic Financial Statements 31

Required Supplementary Information
Schedule of Receipts, Disbursements, and Changes in Fund Balance - Budget to Actual – Budget Basis – General Fund 54
Schedule of Receipts, Disbursements, and Changes in Fund Balance - Budget to Actual – Budget Basis – Street/Engineering Fund 55
Schedule of Receipts, Disbursements, and Changes in Fund Balance - Budget to Actual – Budget Basis – Sales Tax Fund 56
Schedule of Receipts, Disbursements, and Changes in Fund Balance - Budget to Actual – Budget Basis – ½ Cent Sales Tax Fund 57
Schedule of Receipts, Disbursements, and Changes in Fund Balance - Budget to Actual – Budget Basis – ARP Act Fund 58
Note to Required Supplementary Information 59

Supplementary Information
Schedule of Expenditures of Federal Awards 62
Notes to the Schedule of Expenditures of Federal Awards 63

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 65

Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance 67

PRELIMINARY

City of Columbus, Nebraska
Table of Contents

Schedule of Findings and Questioned Costs	70
Summary Schedule of Prior Audit Findings	73

PRELIMINARY

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of Columbus
Columbus, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Columbus, Nebraska (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City of Columbus' management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

PRELIMINARY

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis, which follows this report, and Required Supplementary Information as listed in the Table of Contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical content. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

PRELIMINARY

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Omaha, Nebraska
March 29, 2024

PRELIMINARY



PRELIMINARY

Finance Department
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Email:finance@columbusne.us
www.columbusne.us

Management's Discussion and Analysis
September 30, 2024

Unaudited

This discussion and analysis is intended to be an easily readable analysis of the City of Columbus' (City) financial activities based on currently known facts, decisions and conditions. This analysis focuses on current year activities and how it compares to prior years and should be read in conjunction with the financial statements that follow.

Financial Highlights

- As of September 30, 2024, the City's total assets and deferred outflows of resources exceeded its total liabilities and deferred inflows of resources by $258,959,559.
- Total net position is comprised of the following:
    - Net invested in capital assets of $191,164,597. This represents the property and equipment, net of accumulated depreciation, and reduced for outstanding debt related to the purchase or construction of the City's capital assets.
    - Restricted net position of $8,455,596.
    - Unrestricted net position of $59,339,366.
- The total net position increased by $13,686,872 during the year ending September 30, 2024.
- The City's governmental funds reported a net increase in fund balance of $249,647 and a total ending fund balance of $21,012,418
- The City's proprietary funds reported a net increase in net position of $5,503,686 and total ending net position of $90,743,338.
- At the end of the current fiscal year, fund balance for the General Fund was $8,943,739, an increase of $1,716,533 from the prior year.

Overview of the Financial Statements

Management's Discussion and Analysis introduces the City's basic financial statements. The basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The City also includes in this report additional information to supplement the basic financial statements.

Government-Wide Financial Statements

The City's annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the City's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

PRELIMINARY

EQUAL HOUSING OPPORTUNITY

Government-Wide Financial Statements (Continued)
The first of these government-wide statements is the *Statement of Net Position*. This is the city-wide statement of position presenting information that includes the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position.

Overtime increases or decreases in net position may serve as a useful indicator of whether the financial position of the City as a whole is improving or deteriorating. Evaluation of the overall economic health of the City would extend to other financial factors such as diversification of the taxpayer base or the condition of City infrastructure in addition to the financial information provided in this report.

The second government-wide statement is the *Statement of Activities*, which reports how the City's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid. An important purpose of the design of the statement of activities is to show the financial reliance of the City's distinct activities or functions on revenues provided by the City's taxpayers.

Both government-wide financial statements distinguish governmental activities of the City that are principally supported by taxes and intergovernmental revenues from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities include general government, public safety, recreation, streets, planning, and public works. Business-type activities include water, sanitary sewer, electric, storm water, and solid waste services.

Fund Financial Statements
A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. The City uses funds to ensure and demonstrate compliance with finance-related laws and regulations. Within the basic financial statements, fund financial statements focus on the City's funds rather than the City as a whole.

The City has two types of funds:

Governmental Funds
These are reported in the fund financial statements and encompass essentially the same functions reported as governmental activities in the government-wide financial statements. However, the focus is very different with fund statements providing a distinctive view of the City's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources during the year and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of governmental programs and the commitment of spendable resources for the near term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliation to the government-wide statements to assist in understanding the differences between these two perspectives.

PRELIMINARY

2500 14th Street • P.O. Box 1677 • Columbus, NE 68602-1677 Email: finance@columbusne.us
EQUAL HOUSING OPPORTUNITY

Fund Financial Statements (Continued)
Budgetary schedules for the general fund and special revenue funds are included in the required supplementary information. Budgetary schedule for the debt service fund can be found in a later section of this report. These schedules demonstrate compliance with the City's adopted and final revised budget.

Proprietary Funds
These are reported in the fund financial statements and generally report services for which the City charges customers a fee. There are two types of proprietary funds. These are enterprise funds and internal services funds. Enterprise funds essentially encompass the same functions reported as business-type activities in the government-wide statements. Services are provided to customers external to the City organization such as the water and sanitary sewer systems. Internal service funds provide services and charge fees to customers within the City organization such as equipment services.

Notes to Basic Financial Statements
These are the accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements begin immediately following the basic financial statements.

Other Information
In addition to the basic financial statements and accompanying notes, this report also includes other supplementary information. This section includes detailed comparative information for the general fund and enterprise fund.

PRELIMINARY

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EQUAL HOUSING OPPORTUNITY

Financial Analysis of the City as a Whole

As year-to-year financial information is accumulated on a consistent basis, changes in net position may be observed and used to discuss the changing financial position of the City as a whole. The City's net position at fiscal year-end is $258,959,559. The following table provides a summary of the City's net position:

	Government Activities	Business-type Activities	2024 Total	(Restated) 2023 Total
Current and other assets	$ 30,950,031	$ 43,598,405	$ 74,548,436	$ 70,225,520
Capital assets	173,766,400	84,631,232	258,397,632	256,546,262
Total assets and deferred outflows	204,716,431	128,229,637	332,946,068	326,771,782
Current liabilities	5,144,709	1,078,441	6,223,150	4,544,150
Long-term liabilities	30,859,152	36,373,883	67,233,035	76,534,759
Deferred inflows of resources	496,349	33,975	530,324	420,186
Total liabilities and deferred inflows	36,500,210	37,486,299	73,986,509	81,499,095
Net position				
Net invested in capital assets	142,907,248	48,257,349	191,164,597	180,011,503
Restricted	-	8,455,596	8,455,596	10,424,778
Unrestricted	25,308,973	34,030,393	59,339,366	54,836,406
Total net position	$ 168,216,221	$ 90,743,338	$ 258,959,559	$ 245,272,687

This reflects an increase in net position of $13,686,872 or 5.6% for the City from the previous year balance of $245,272,687 an indication that the City's overall financial position improved during fiscal year 2024. The governmental activities had an increase in net position of $8,183,186 and the business-type activities had an increase of $5,503,686

Governmental Activities

Governmental activities included in the Government-wide financial statements are shown comparing expenses to general and program revenues.

	2024	2023
General revenues	$ 33,599,385	$ 28,626,101
Program revenues	9,934,090	10,686,557
Total revenues	43,533,475	39,312,658
Expenses	(35,350,289)	(32,027,382)
Changes in net position	$ 8,183,186	$ 7,285,276

PRELIMINARY

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EQUAL HOUSING OPPORTUNITY

Business-Type Activities

Business-type activities are shown comparing costs to revenues generated by related services. These funds are designed to be self-supporting with user charges and other revenues designed to recover costs. For the year ended September 30, 2024, the systems generated income from operations, including depreciation and amortization expense, of $8,803,675. For the year ended September 30, 2023, the systems generated income from operations, including depreciation and amortization expense, of $9,587,137. Depreciation and amortization expense recognized for the years ended September 30, 2024, and 2023, was $4,009,840 and $3,795,807, respectively.

	2024	2023
Operating revenues	$ 20,529,683	$ 20,626,636
Operating expenses	(11,726,008)	(11,039,499)
Operating income (loss)	8,803,675	9,587,137
Non-operating revenues	1,655,533	966,499
Interest expense	(903,495)	(874,848)
Transfers	(4,052,027)	(2,139,636)
Increase in net position	$ 5,503,686	$ 7,539,152

Financial Analysis of the City's Funds

Governmental funds

As discussed, governmental funds are reported in the fund statements with a short-term inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. Governmental funds reported an increase in fund balance of $249,647 and an ending fund balance of $21,012,418.

PRELIMINARY

2500 14th Street • P.O. Box 1677 • Columbus, NE 68602-1677 Email: finance@columbusne.us

EQUAL HOUSING OPPORTUNITY

Governmental Revenues

Revenues from governmental funds totaled $40,132,320 in 2024, an increase of $3,205,827 or 8.7% from 2023, primarily from increases in taxes, charges for services, and grants, net of decrease in donations from the library foundation. The amount of revenue by source and increase or decrease from the prior year is summarized below:

	2024	2023	Increase (Decrease)
Property taxes	$ 6,963,585	$ 6,486,116	$ 477,469
Fees, taxes, permits and licenses	1,570,161	1,705,048	(134,887)
Sales tax	15,385,990	14,343,378	1,042,612
Gaming tax	253,999	-	253,999
Charges for services	3,971,175	3,906,591	64,584
Donations	84,678	2,189,888	(2,105,210)
Grants	7,627,472	5,215,949	2,411,523
Investment earnings	1,294,876	1,101,134	193,742
Miscellaneous	2,980,384	1,978,389	1,001,995
Total	$ 40,132,320	$ 36,926,493	$ 3,205,827

As depicted in the above summary, the City relies heavily on local taxes to support its governmental operations. General tax revenue provided approximately 56.3% of the City's total governmental revenues. In the prior year taxes accounted for approximately 56.4% of the total governmental revenue.

Governmental Expenditures

Expenditures of governmental funds totaled $49,544,295 for 2024, a decrease of $2,463,422 from 2023 expenditures of $52,007,717. This decrease is due to decreases in capital outlay expenditures of $13,425,941 due to large construction projects in the prior year completed or nearing completion in the current year offset by an increase in debt service expenses of $10,091,974 due to the final pay off of one bond. These expenditures, by function, are summarized below:

	2024	2023	Increase (Decrease)
General government	$ 2,735,372	$ 2,611,531	$ 123,841
Public safety	11,258,873	10,515,114	743,759
Public works	3,511,983	3,383,791	128,192
Cultural and recreation	6,255,836	5,976,205	279,631
Community development	1,008,314	1,413,192	(404,878)
Capital outlay	12,085,169	25,511,110	(13,425,941)
Debt service	12,688,748	2,596,774	10,091,974
Total	$ 49,544,295	$ 52,007,717	$ (2,463,422)

PRELIMINARY

2500 14th Street • P.O. Box 1677 • Columbus, NE 68602-1677 Email: finance@columbusne.us

EQUAL HOUSING OPPORTUNITY

Governmental Expenditures (Continued)

Proprietary funds
The proprietary fund statements share the same focus as the government-wide statements, reporting both short-term and long-term information about financial status. We have summarized the operating results of these funds above.

General Fund Budgetary Highlights
The General Fund budgeted revenues for fiscal year 2024 was $12,345,123. This was a decrease of $173,693 from the previous year budget of $12,518,816. The expenditures budget was $25,005,580, which was a decrease of $13,995,500 from $39,001,080 in the previous year.

Assessed Valuation and Property Taxes
Assessed valuation of $2,290,193,749 represented a 6.5% increase over the preceding year's valuation of $2,019,761,372. The tax rates are applied to each $100 of actual valuation. The breakdown of tax rates for fiscal year 2024 and the preceding two years are as follows:

	2024	2023	2021
General Fund	0.29262	0.28829	0.28881
Debt Service Fund	-	0.02689	0.02638
Total	0.29262	0.31518	0.31519

Capital Assets
As of September 30, 2024, the City had $258,397,632 invested in capital assets, including streets and highways; buildings; equipment, parks, water and wastewater facilities and lines; automobiles and recreation facilities; and construction in progress. At September 30, 2023, the total invested in capital assets was $256,749,670. The net book value of these assets is summarized below:

Land	$ 4,437,747
Construction in progress	11,108,267
Buildings and infrastructure	232,107,580
Equipment and furniture	6,509,790
Automobiles	3,372,922
Leased assets and SBITAs	861,326
Net capital assets	$ 258,397,632

The annual depreciation for the City was $13,598,478 for 2024 and $11,932,050 for 2023.

PRELIMINARY

2500 14th Street • P.O. Box 1677 • Columbus, NE 68602-1677 Email: finance@columbusne.us

EQUAL HOUSING OPPORTUNITY

Debt Administration
At the end of the fiscal year, the City had total debt outstanding of $63,304,441. The City's total future debt service requirements are presented below:

	Principal	Interest	Total
2025	$ 3,818,062	$ 2,446,173	$ 6,264,235
2026	3,965,375	2,278,550	6,243,925
2027	3,970,345	2,116,128	6,086,473
2028	4,004,946	1,948,188	5,953,134
2029	4,138,321	1,774,642	5,912,963
2030-2034	24,322,392	6,161,936	30,484,328
2035-2039	19,085,000	1,532,688	20,617,688
Total	$ 63,304,441	$ 18,258,305	$ 81,562,746

Economic Environment and Next Year's Budgets
Several factors were considered and affected the preparation of the City's 2025 budget as follows:

- The revenue and rate lids imposed on property taxes by the State of Nebraska. The sales tax trend.
- The unemployment rate for Columbus.
- The amount of building permits issued.
- The state of the local economy.
- The ability to borrow at historically low interest rates.

The City has to deal with swings in the economy and plans for future capital expansions. The City will be looking very closely at the services it provides and what changes can be made to best serve the community and also stay within the City's financial resources for future budget years.

Financial Contact
This financial report is designed to provide an overview for all (citizens, taxpayers, customers, investors, and creditors) with an interest in the City's finances and to demonstrate the City's accountability. If you have questions about the report or need additional financial information, please contact the Finance Director, City of Columbus, P.O. Box 1677, Columbus, NE 68602-1677.

PRELIMINARY

BASIC FIANANCIAL STATEMENTS

PRELIMINARY

City of Columbus
Statement of Net Position
September 30, 2024

	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and cash equivalents	$ 2,913,829	$ 7,627,282	$ 10,541,111
Cash at county treasurer	341,380	-	341,380
Investments	18,136,881	22,420,052	40,556,933
Accounts receivable	6,265,222	1,534,797	7,800,019
Special assessments receivable	1,851,197	829,905	2,681,102
Notes receivable	1,441,522	-	1,441,522
Unbilled receivables	-	2,459,040	2,459,040
Inventory	-	271,733	271,733
Land	3,728,689	709,058	4,437,747
Equipment	29,814,151	10,364,198	40,178,349
Buildings	211,379,652	134,405,970	345,785,622
Leased assets - buildings	698,980	-	698,980
SBITA	723,866	-	723,866
Construction in progress	9,861,063	1,247,204	11,108,267
Less accumulated depreciation and amortization	(82,440,001)	(62,095,198)	(144,535,199)
Restricted cash, cash equivalents, and investments	-	8,455,596	8,455,596
Total assets	$ 204,716,431	$ 128,229,637	$ 332,946,068
Liabilities			
Accounts payable	$ 3,177,811	$ 345,813	$ 3,523,624
Accrued expenses	462,653	81,008	543,661
Compensated absences	1,321,050	304,373	1,625,423
Interest payable	183,195	347,247	530,442
Long-term debt, net			
Unamortized bond premium	954,711	2,973,883	3,928,594
Payable within one year	1,623,062	2,195,000	3,818,062
Payable after one year	28,281,379	31,205,000	59,486,379
Total liabilities	36,003,861	37,452,324	73,456,185
Deferred Inflows of Resources			
Deferred inflows related to leases	496,349	33,975	530,324
Net Position			
Net investment in capital assets	142,907,248	48,257,349	191,164,597
Restricted for debt service	-	8,455,596	8,455,596
Unrestricted	25,308,973	34,030,393	59,339,366
Total net position	168,216,221	90,743,338	258,959,559
Total liabilities, deferred inflows of resources,	$ 204,716,431	$ 128,229,637	$ 332,946,068

PRELIMINARY

See notes to the basic financial statements.

City of Columbus
Statement of Activities
Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net Revenues (Expenses) and Changes in Net Position: Governmental Activities	Net Revenues (Expenses) and Changes in Net Position: Business-type Activities	Net Revenues (Expenses) and Changes in Net Position: Net Total
Governmental activities							
General services	$ 4,971,509	$ 127,748	$ 284,485	3,733,914	$ (825,362)	$ -	$ (825,362)
Public safety	12,653,771	1,374,303	183,580	-	(11,095,888)	-	(11,095,888)
Public works	7,031,475	171,133	-	201,976	(6,658,366)	-	(6,658,366)
Cultural and recreation	8,696,769	1,689,237	1,435,779	-	(5,571,753)	-	(5,571,753)
Community development	1,011,805	710,680	21,255	-	(279,870)	-	(279,870)
Interest	984,960	-	-	-	(984,960)	-	(984,960)
Total governmental activities	35,350,289	4,073,101	1,925,099	3,935,890	(25,416,199)	-	(25,416,199)
Business-type activities							
Water	3,707,921	4,594,996	-	-	-	887,075	887,075
Sewer	6,122,196	8,459,001	-	-	-	2,336,805	2,336,805
Electric	162,489	4,404,119	-	-	-	4,241,630	4,241,630
Storm water	514,811	392,263	-	-	-	(122,548)	(122,548)
Solid waste	2,122,086	2,679,304	-	-	-	557,218	557,218
Total business-type activities	12,629,503	20,529,683	-	-	-	7,900,180	7,900,180
Total primary government	$ 47,979,792	$ 24,602,784	$ 1,925,099	$ 3,935,890	$ (25,416,199)	$ 7,900,180	$ (17,516,019)
General revenues							
Property taxes					6,963,585	-	6,963,585
Sales taxes					15,386,442	-	15,386,442
Other taxes and fees					4,211,152	-	4,211,152
Miscellaneous					1,053,977	-	1,053,977
Investment earnings					1,402,957	1,655,403	3,058,360
Gain (loss) on disposal of capital assets					52,133	130	52,263
Transfers					4,529,139	(4,052,027)	477,112
Total general revenues					33,599,385	(2,396,494)	31,202,891
Change in net position					8,183,186	5,503,686	13,686,872
Net position - beginning of year					160,033,035	85,443,060	245,476,095
Error correction (note 19)					-	(203,408)	(203,408)
Net position - beginning of year, as restated					160,033,035	85,239,652	245,272,687
Net position - end of year					$ 168,216,221	$ 90,743,338	$ 258,959,559

PRELIMINARY

See notes to the basic financial statements.

City of Columbus
Balance Sheet - Governmental Funds
September 30, 2024

	General Fund	Streets Engineering Fund	Sales Tax Fund
Assets			
Cash and cash equivalents	$ 248,340	$ -	$ -
Cash at county treasurer	239,938	-	-
Due from other funds	5,106,056	-	-
Investments	5,415,875	694,836	4,241,662
Receivables			
Accounts	33,004	66,042	-
Due from other governments	38,117	-	1,085,124
Property taxes	33,755	355,219	-
Special assessments	-	1,743,567	-
Notes	-	96,377	-
Leases	297,395	-	-
Total assets	$ 11,412,480	$ 2,956,041	$ 5,326,786
Liabilities			
Accounts payable	$ 1,816,229	$ 434,120	$ -
Accrued expenses	386,066	39,642	-
Due to other funds	-	1,318,958	-
Total liabilities	2,202,295	1,792,720	-
Deferred Inflows of Resources			
Unavailable revenues	-	1,807,578	-
Deferred inflows related to leases	266,446	-	-
Total deferred inflows of resources	266,446	1,807,578	-
Fund Balances			
Nonspendable	-	-	-
Restricted	-	91,009	5,326,786
Committed	-	-	-
Assigned	75,029	-	-
Unassigned	8,868,710	(735,266)	-
Total fund balances	8,943,739	(644,257)	5,326,786
Total liabilities, deferred inflows of resources, and fund balances	$ 11,412,480	$ 2,956,041	$ 5,326,786

PRELIMINARY

See notes to the basic financial statements.

1/2 Cent Sales Tax Fund	Other Governmental Funds	Total Governmental Funds
$ -	$ 2,165,102	$ 2,413,442
-	101,442	341,380
-	-	5,106,056
-	5,486,061	15,838,434
3,000,000	518,550	3,617,596
503,129	100,626	1,726,996
-	-	388,974
-	107,630	1,851,197
-	1,345,145	1,441,522
-	234,261	531,656
$ 3,503,129	$ 10,058,817	$ 33,257,253
$ -	$ 632,006	$ 2,882,355
-	36,945	462,653
2,922,926	864,172	5,106,056
2,922,926	1,533,123	8,451,064
-	1,489,844	3,297,422
-	229,903	496,349
-	1,719,747	3,793,771
-	158,037	158,037
580,203	5,761,727	11,759,725
-	1,468,727	1,468,727
-	-	75,029
-	(582,544)	7,550,900
580,203	6,805,947	21,012,418
$ 3,503,129	$ 10,058,817	$ 33,257,253

PRELIMINARY



PRELIMINARY

City of Columbus
Reconciliation of the Balance Sheet to
the Statement of Net Position - Governmental Funds
September 30, 2024

Total fund balances - governmental funds	$ 21,012,418
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in governmental funds.	
Capital assets	256,206,401
Less accumulated depreciation	(82,440,001)
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.	
Long-term liabilities at year-end consist of:	
Bond principal payable	(23,510,000)
Leases payable	(390,916)
SBITA payable	(523,525)
Compensated absences payable	(1,321,051)
COPs	(5,480,000)
Bond premium	(954,710)
Deferred outflows of resources and deferred inflows of resources are created as a result of various differences related to pensions that are not recognized in the governmental funds.	
Deferred outflows of resources related to pensions	
Deferred inflows of resources related to pensions	
Governmental funds do not report a liability for accrued interest until due and payable.	(183,195)
Delinquent receivables will be collected in subsequent years, but are not available soon enough to pay for the current period's expenditures and, therefore, are deferred in the funds.	3,297,422
The Internal Service Fund is used by management to charge the costs of self-insurance and employee benefits; the assets and liabilities of the Internal Service Fund are reported in the governmental activities in the statement of net position.	2,503,378
Total net position - governmental activities	$ 168,216,221

PRELIMINARY

City of Columbus
Statement of Revenues, Expenditures, and
Changes in Fund Balances - Governmental Funds
Year Ended September 30, 2024

	General Fund	Streets Enginerring Fund	Sales Tax Fund
Revenues			
Property taxes	$ 6,900,639	$ -	$ -
Fees, taxes, permits and licenses	949,181	358,297	-
Sales tax	1,781,737	3,408,986	6,737,580
Gaming tax	-	-	-
Charges for services	2,955,774	161,568	-
Donations	67,880	-	-
Grants	2,935,161	670,293	-
Investment earnings	289,526	15,920	276,084
Miscellaneous	138,274	29,873	1,051
Total revenues	16,018,172	4,644,937	7,014,715
Expenditures			
Current			
General government	2,715,102	-	-
Public safety	9,638,554	-	-
Public works	-	3,253,809	-
Cultural and recreation	6,251,281	-	-
Community development	771,865	-	-
Capital outlay	6,998,567	4,175,648	-
Debt service			
Principal on leases	111,055	-	-
Interest on leases	20,079	-	-
Principal	-	-	-
Interest and fiscal charges	-	-	-
Total expenditures	26,506,503	7,429,457	-
Excess of revenues over (under) expenditures	(10,488,331)	(2,784,520)	7,014,715
Other Financing Sources (Uses)			
Proceeds from bond issuance	-	-	-
Original issue premium	-	-	-
Transfers in	13,191,619	1,055,360	506,755
Transfers out	(986,755)	-	(8,833,335)
Total other financing sources (uses)	12,204,864	1,055,360	(8,326,580)
Net change in fund balances	1,716,533	(1,729,160)	(1,311,865)
Fund Balances			
Beginning of year	7,227,206	1,084,903	6,638,651
End of year	$ 8,943,739	$ (644,257)	$ 5,326,786

PRELIMINARY

See notes to the basic financial statements.

1/2 Cent Sales Tax Fund	ARP Act Fund	Other Governmental Funds	Total Governmental Funds
$ -	$ -	$ 62,946	$ 6,963,585
-	-	262,683	1,570,161
3,032,095	-	425,592	15,385,990
-	-	253,999	253,999
-	-	853,833	3,971,175
-	-	16,798	84,678
3,000,000	733,914	288,104	7,627,472
126,255	35,938	551,153	1,294,876
-	-	2,811,186	2,980,384
6,158,350	769,852	5,526,294	40,132,320
-	-	20,270	2,735,372
-	-	1,620,319	11,258,873
-	-	258,174	3,511,983
-	-	4,555	6,255,836
-	-	236,449	1,008,314
-	-	910,954	12,085,169
-	-	-	111,055
-	-	-	20,079
10,660,000	-	880,000	11,540,000
642,411	-	375,203	1,017,614
11,302,411	-	4,305,924	49,544,295
(5,144,061)	769,852	1,220,370	(9,411,975)
5,055,000	-	-	5,055,000
77,483	-	-	77,483
-	-	1,388,637	16,142,371
-	(883,468)	(909,674)	(11,613,232)
5,132,483	(883,468)	478,963	9,661,622
(11,578)	(113,616)	1,699,333	249,647
591,781	113,616	5,106,614	20,762,771
$ 580,203	$ -	$ 6,805,947	$ 21,012,418

PRELIMINARY



PRELIMINARY

City of Columbus
Reconciliation of the Statement of Revenues,
Expenditures, and Changes in Fund Balances to the
Statement of Activities - Governmental Funds
Year Ended September 30, 2024

Net change in fund balances - governmental funds	$ 249,647
Amounts reported for governmental activities in the Statement of Activities are different because:	
Capital outlay is reported in governmental funds as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlay	12,085,184
Depreciation and amortizaation expense	(9,588,638)
Remaining book value of disposed assets	(781)
Compensated absences are recognized as paid in the governmental funds but recognized as the expense is incurred in the Statement of Activities.	(47,149)
Principal payments on long-term debt are recognized as expenditures in the governmental funds but as an increase in the net position in the Statement of Activities.	11,802,543
Interest on long-term debt in the Statement of Activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due and thus requires use of current financial resources. In the Statement of Activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	(28,582)
The issuance of long-term debt provides current financial resources to governmental funds and has no effect on net position. These amounts are reported in the governmental funds as a source of funds. These amounts are not shown as revenues in the Statement of Activities, but rather constitute long-term liabilities in the Statement of Net Position.	
Issuance of bonds	(5,055,000)
Effects of bond premiums, discounts and related items	(77,483)
The governmental funds report the effect of bond premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the Statement of	
Amortization of bond premiums	81,317
Delinquent receivables will be collected this year, but are not available soon enough to pay for the current period's expenditures and, therefore, are not revenues in the funds.	
Special assessments delinquent	(136,429)
Notes receivable	(134,285)
Other receivables	(1,092,917)
The Internal Service Fund is used by management to charge the costs of self-insurance and employee benefits the net revenue of the Internal Service Fund is reported with the governmental activitied	125,759
Change in net position - governmental activities	$ 8,183,186

PRELIMINARY

City of Columbus
Statement of Net Position - Proprietary Funds
September 30, 2024

	Water Fund	Sewer Fund	Electric Fund
Assets			
Current assets			
Cash and cash equivalents	$ 2,910,863	$ 1,761,673	$ -
Investments	9,641,988	9,736,457	522,930
Receivables			
Interfund	-	-	2,362,040
Accounts and leases (net of allowance)	654,688	1,367,468	-
Unbilled receivables	480,695	702,104	1,222,301
Inventory	211,953	59,780	-
Total current assets	13,900,187	13,627,482	4,107,271
Noncurrent assets			
Capital assets			
Land	243,714	356,806	-
Buildings	33,899,955	68,997,339	6,191,214
Equipment	5,410,696	3,040,922	-
Construction in progress	641,218	605,986	-
Accumulated depreciation	(19,798,909)	(23,657,173)	(5,814,405)
Total capital assets, net	20,396,674	49,343,880	376,809
Restricted Assets			
Investments	840,933	7,614,663	-
Total assets	35,137,794	70,586,025	4,484,080
Liabilities			
Current liabilities			
Accounts payable	$ 96,187	$ 143,209	$ -
Accrued expenses	8,467	56,792	-
Interfund payable	-	-	-
Interest payable	33,845	312,961	-
Current portion of long-term obligations	325,265	1,639,735	-
Total current liabilities	463,764	2,152,697	-
Noncurrent liabilities			
Compensated absences	27,536	234,642	-
Unamortized bond premiums	549,653	2,424,230	-
Noncurrent portion of long-term obligations	1,076,779	29,898,221	-
Total noncurrent liabilities	1,653,968	32,557,093	-
Total liabilities	2,117,732	34,709,790	-
Deferred Inflows of Resources			
Deferred inflows related to pensions	33,975	-	-
Net Position			
Net investment in capital assets	18,444,977	15,381,694	376,809
Restricted for debt service	840,933	7,614,663	-
Unrestricted	13,700,177	12,879,878	4,107,271
Total net position	32,986,087	35,876,235	4,484,080
Total liabilities, deferred inflows of resources, and net position	$ 35,137,794	$ 70,586,025	$ 4,484,080

PRELIMINARY

See notes to the basic financial statements.

Storm Water Fund	Solid Waste Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
$ 946,626	$ 2,008,120	$ 7,627,282	$ 500,387
496,129	2,022,548	22,420,052	2,298,447
-	-	2,362,040	-
154,900	187,646	2,364,702	-
30,235	23,705	2,459,040	-
-	-	271,733	-
1,627,890	4,242,019	37,504,849	2,798,834
3,000	105,538	709,058	-
19,759,485	5,557,977	134,405,970	-
40,378	1,872,202	10,364,198	-
-	-	1,247,204	-
(10,039,970)	(2,784,741)	(62,095,198)	-
9,762,893	4,750,976	84,631,232	-
-	-	8,455,596	-
11,390,783	8,992,995	130,591,677	2,798,834
$ 5,711	$ 100,706	$ 345,813	$ 295,456
-	15,749	81,008	-
-	2,362,040	2,362,040	-
-	441	347,247	-
-	230,000	2,195,000	-
5,711	2,708,936	5,331,108	295,456
-	42,195	304,373	-
-	-	2,973,883	-
-	230,000	31,205,000	-
-	272,195	34,483,256	-
5,711	2,981,131	39,814,364	295,456
-	-	33,975	-
9,762,893	4,290,976	48,257,349	-
-	-	8,455,596	-
1,622,179	1,720,888	34,030,393	2,503,378
11,385,072	6,011,864	90,743,338	2,503,378
$ 11,390,783	$ 8,992,995	$ 130,591,677	$ 2,798,834

PRELIMINARY

City of Columbus
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds
Year Ended September 30, 2024

	Water Fund	Sewer Fund	Electric Fund
Operating Revenues			
Charges for services	$ 4,249,444	$ 7,882,084	$ -
Franchise fees	-	-	4,404,119
Fees, taxes, permits, and licenses	82,051	62,490	-
Sales tax	33,719	482,860	-
Misc operating revenues	229,782	31,567	-
Total operating revenues	4,594,996	8,459,001	4,404,119
Operating Expenses			
Personnel services	1,086,933	1,720,965	-
Insurance	54,760	124,546	-
Supplies	349,825	310,972	-
Professional services	4,826	1,332	-
Repairs and maintenance	410,606	163,051	-
Heat, light and power, phone	251,015	308,997	-
Landfill disposal	-	-	-
Sales tax remitted	90,905	467,965	-
Other operating	358,733	52,790	-
Depreciation	1,099,702	2,076,673	162,489
Advertising and promotion	87	-	-
Total operating expenses	3,707,392	5,227,291	162,489
Operating income (loss)	887,604	3,231,710	4,241,630
Nonoperating Revenues (Expenses)			
Interest expense, net	(529)	(894,905)	-
Gain (loss) on disposal of asset	130	-	-
Investment earnings	551,996	803,563	92,239
Total nonoperating revenues (expenses)	551,597	(91,342)	92,239
Change in net position before transfers	1,439,201	3,140,368	4,333,869
Operating Transfers			
Transfers in	373,111	510,357	-
Transfers out	(120,000)	(120,000)	(4,646,495)
Change in net position	1,692,312	3,530,725	(312,626)
Net Position			
Beginning of year, as previously stated	31,293,775	32,345,510	4,796,706
Error correction (Note 19)	-	-	-
Beginning of year, as restated	31,293,775	32,345,510	4,796,706
End of year	$ 32,986,087	$ 35,876,235	$ 4,484,080

PRELIMINARY

Storm Water Fund	Solid Waste Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
$ -	$ 2,659,412	$ 14,790,940	$ 55,193
-	-	4,404,119	-
367,168	1,100	512,809	72,555
25,095	-	541,674	-
-	18,792	280,141	-
392,263	2,679,304	20,529,683	127,748
43,214	689,729	3,540,841	-
-	24,239	203,545	-
1,631	142,213	804,641	-
6,445	635	13,238	110,070
6,131	126,548	706,336	-
532	13,341	573,885	-
-	874,204	874,204	-
25,004	-	583,874	-
1,175	1,712	414,410	-
429,572	241,404	4,009,840	-
1,107	-	1,194	-
514,811	2,114,025	11,726,008	110,070
(122,548)	565,279	8,803,675	17,678
-	(8,061)	(903,495)	-
-	-	130	-
54,268	153,337	1,655,403	108,081
54,268	145,276	752,038	108,081
(68,280)	710,555	9,555,713	125,759
-	-	883,468	-
-	(49,000)	(4,935,495)	-
(68,280)	661,555	5,503,686	125,759
11,656,760	5,350,309	85,443,060	2,377,619
(203,408)	-	(203,408)	-
11,453,352	5,350,309	85,239,652	2,377,619
$ 11,385,072	$ 6,011,864	$ 90,743,338	$ 2,503,378

PRELIMINARY

City of Columbus
Statement of Cash Flows - Proprietary Funds
Year Ended September 30, 2024

	Water Fund	Sewer Fund	Electric Fund
Cash Flows - Operating Activities			
Receipts from customers and users	$ 4,256,139	$ 8,454,641	$ 4,364,744
Payments to suppliers	(1,496,834)	(1,463,332)	-
Payments to employees	(1,081,136)	(1,672,071)	-
Other receipts	229,782	31,567	-
Net cash flows - operating activities	1,907,951	5,350,805	4,364,744
Cash Flows - Noncapital Financing Activities			
Transfer from other funds	373,111	510,357	-
Transfer to other funds	(120,000)	(120,000)	(4,646,495)
Net cash flows - noncapital financing activities	253,111	390,357	(4,646,495)
Cash Flows - Capital and Related Financing Activities			
Principal paid on debt	(225,031)	(1,589,969)	-
Interest paid on debt	(158,022)	(1,258,792)	-
Proceeds from disposal of capital assets	130	-	-
Acquisition of capital assets	(2,209,535)	(1,103,189)	-
Net cash flows - capital and related financing activities	(2,592,458)	(3,951,950)	-
Cash Flows - Investing Activities			
Net (purchase) sales of investments	(1,259,550)	(1,899,993)	175,538
Interest and dividends	551,996	803,563	92,239
Net cash flows - investing activities	(707,554)	(1,096,430)	267,777
Net change in cash and cash equivalents	(1,138,950)	692,782	(13,974)
Cash and Cash Equivalents			
Beginning of year	4,049,813	1,068,891	13,974
End of year	$ 2,910,863	$ 1,761,673	$ -
Reconciliation of Operating Income (Loss) to Net Cash Flows - Operating Activities			
Operating income (loss)	$ 887,604	$ 3,231,710	$ 4,241,630
Adjustments to reconcile operating income (loss) to net cash flows - operating activities			
Depreciation expense	1,099,702	2,076,673	162,489
Accounts receivable	(143,050)	27,207	(39,375)
Inventory	67,789	(26,815)	-
Accounts payable	(43,866)	(6,864)	-
Salaries payable	5,797	48,894	-
Unearned revenues	33,975	-	-
Total adjustments	1,020,347	2,119,095	123,114
Net cash flows - operating activities	$ 1,907,951	$ 5,350,805	$ 4,364,744
Noncash Investing, Capital, and Related Financing Activities			
Amortization of bond premiums and discounts	$ 151,599	$ 358,749	$ -

PRELIMINARY

See notes to the basic financial statements.

Storm Water Fund	Solid Waste Fund	Total Enterprise Funds	Governmental Activities Internal Service Fund
$ 392,258	$ 2,659,427	$ 20,127,209	$ 127,748
(43,073)	(1,163,808)	(4,167,047)	(39,492)
(43,214)	(692,629)	(3,489,050)	-
-	18,792	280,141	-
305,971	821,782	12,751,253	88,256
-	-	883,468	-
-	(49,000)	(4,935,495)	-
-	(49,000)	(4,052,027)	-
-	(225,000)	(2,040,000)	-
-	(8,245)	(1,425,059)	-
-	-	130	-
(52,721)	-	(3,365,445)	-
(52,721)	(233,245)	(6,830,374)	-
(11,863)	(33,766)	(3,029,634)	(23,533)
54,268	153,337	1,655,403	108,081
42,405	119,571	(1,374,231)	84,548
295,655	659,108	494,621	172,804
650,971	1,349,012	7,132,661	327,583
$ 946,626	$ 2,008,120	$ 7,627,282	$ 500,387
$ (122,548)	$ 565,279	$ 8,803,675	$ 17,678
429,572	241,404	4,009,840	-
(5)	(1,085)	(156,308)	-
-	-	40,974	-
(1,048)	19,084	(32,694)	70,578
-	(2,900)	51,791	-
-	-	33,975	-
428,519	256,503	3,947,578	70,578
$ 305,971	$ 821,782	$ 12,751,253	$ 88,256
$ -	$ -	$ 510,348	$ -

PRELIMINARY

City of Columbus
Statement of Fiduciary Net Position - Fiduciary Funds
September 30, 2024

	Custodial Funds
Assets	
Cash	$ 615,302
Receivables	8,100
Total assets	$ 623,402
Liabilities	
Accounts payable and amounts due to others	$ 623,402
Total liabilities	623,402
Net Position	$ -

City of Columbus
Statement of Changes in Fiduciary Net Position - Fiduciary Funds
For the Year Ended September 30, 2024

	Custodial Funds
Additions	
Collections for schools	$ 25,955
Collections for tax increment financing	1,644,075
Total additions	1,670,030
Deductions	
Payments to schools	25,955
Payments for tax increment financing	1,166,963
Transfers out	477,112
Total deductions	1,670,030
Change in net assets	-
Net Assets	
Beginning of year	-
Ending of year	$ -

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The City of Columbus, Nebraska, (the "City") is a tax-exempt political subdivision and operates under a Mayor and an eight-member City Council form of government.

A. Reporting Entity

In evaluating how to define the reporting entity for financial reporting purposes, management has considered all potential component units. The decision to include a component unit in the reporting entity was made by applying the criteria set forth in Governmental Accounting Standards Board pronouncements. These criteria state that the financial reporting entity consist of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the primary government is not accountable, but for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Based on these criteria, the Gerrard Park Trust, the Library Endowment Fund, and the Library Foundation should be included in the basic financial statements of the City. These entities are considered blended component units of the City and are reported as if they were a part of the primary government.

B. Government-Wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the nonfiduciary activities of the government. For the most part the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of Activities demonstrates the degree to which the direct expenses of a given function, or a segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*. Internally dedicated resources are reported as *general revenues* rather than as program revenues.

Fund Financial Statements – Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and individual proprietary funds are reported as separate columns in the fund financial statements.

Proprietary funds are used to account for operations that are financed in a manner similar to private business enterprises, (a) where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Government-Wide Financial Statements (Continued)
Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Description of Funds:

Major Governmental Funds:

The General Fund - This is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Streets/Engineering Fund - This fund accounts for funds required to be used for streets, public works and other infrastructure projects.

The Sales Tax Fund and ½ Cent Sales Tax Funds – These funds account for City-enacted sales tax, as further described in Note 16, and expenditures for transportation purposes, which include construction and maintenance of streets, roads, and bridges to the extent of tax revenues.

The ARP Act Fund – This fund accounts for funds received from the American Rescue Plan Act.

Additionally, the City reports the following non-major fund types:

Special Revenue Funds – These funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for certain purposes. These nonmajor funds consist of the Airport, E911, Wireless E911, E911 Equipment Share, Housing Rehabilitation and Loans, Economic Development Reuse, Progress and Jobs Growth, Keno, Community Redevelopment Authority, and Library Foundation funds.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Description of Funds:(Continued)

Non-Major Governmental Funds:

Capital Projects Fund – This fund is used to account for resources restricted for the acquisition or construction of specific capital projects with transfer made to governmental funds.

Debt Service Fund – This fund accounts for the accumulation of financial resources for the payment of interest and principal on the general long-term debt of the City other than the debt service payments made by the enterprise funds. Ad valorem taxes are used for the payment of principal and interest on the City's general obligation bonds.

Permanent Funds – These funds account for assets held by the City pursuant to trust agreements. The principal portion of this fund type must remain intact, but the earnings may be used to achieve the objectives of the fund. These nonmajor funds consist of the Library Trust and Gerrard Park Trust funds.

Major Proprietary Funds:

The Water, Sewer, Stormwater, and Solid Waste Fund - These are used to account for all activities necessary for the provision of water, sewer, and waste disposal services to City residents.

The Electric Fund - This accounts for franchise fees received from Loup Power District. Revenues are used to maintain distribution lines to City customers.

Additionally, the City reports the following fund types:

The Internal Service Fund- -This accounts for self-insurance reserves and employee benefits for covered employees provided to other departments or agencies of the City on a cost reimbursement basis.

The Custodial Fund - This accounts for the receipts and disbursements of funds on behalf of other organizations.

D. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

E. Cash and Investments

For the purpose of the Statement of Net Position and Balance Sheet, "cash and cash equivalents" include all demand accounts and savings accounts. For the purpose of proprietary fund Statement of Cash Flows, "cash and cash equivalents" include all cash on hand, demand accounts, savings accounts, and equity in pooled cash which has an original maturity of three months or less. The County Treasurer's cash represents revenues collected not yet remitted to the City.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Cash and Investments (Continued)

Nonnegotiable certificates of deposit and money market funds are carried at amortized cost, which approximates fair value. All other investments are carried at fair value. Fair value is determined using quoted market prices.

Investment income includes dividend and interest income and the net change for the year in the fair value of investments carried at fair value. Investment income is assigned to the funds with which the related investment asset is associated.

F. Receivables

Accounts receivable represents the amounts due from customers for services provided. An allowance for uncollectible accounts is recorded based on historical collection information. Property taxes are recorded as a receivable when levied. Historically, the uncollectible portion of taxes receivable has been negligible and no allowance for uncollectible taxes has been recorded. Property taxes levied for the 2023-2024 tax year are recorded as revenue in the governmental fund financial statements when levied and collected within 60 days after September 30, 2024. The portion not collected within 60 days after year-end is recorded as a deferred inflow of resources – unavailable revenue in the governmental funds.

The City considers sales and use tax and highway allocation funds receivable and available when collected by the State of Nebraska. Amounts recorded as due from other governments include the portion of sales and use taxes and highway allocations due to the City from the State of Nebraska. The proprietary funds use the reserve method of accounting for bad debts. Allowance for uncollectible accounts, in the amount of $1,200 and $1,800 in the Sewer Fund and Water Fund, respectively, as of September 30, 2024, are shown netted against the respective accounts receivable balances for the proprietary funds. The City records an estimated amount of unbilled revenue for services rendered but not yet billed as of the close of the year.

G. Lease Receivables

The City is lessor for several noncancellable leases for land and building use and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the lease term.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

H. Inventories

In the governmental funds, disbursements for inventory type items, which consist of expendable supplies held for consumption, are considered expenditures at the time of purchase and not at the time the items are used.

For the proprietary funds, inventory consists of plumbing supplies and replacement parts. Inventory is valued at the lower of cost or market, using a first-in, first-out (FIFO) method. Inventory is recorded as an expenditure when consumed, rather than when purchased.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Capital Assets

Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government- wide financial statements and proprietary funds balance sheet. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value on the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as the projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Land Improvements and Buildings	5 - 50 Years
Equipment	3 - 20 Years
Vehicles	5 - 30 Years

J. Leased Assets

Leased assets are initially recorded at the initial measurement of the lease liability, plus lease payments made at or before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease, plus initial direct costs that are ancillary to place the asset into service. Leased assets are amortized on the straight-line basis over the shorter or the lease term or the useful life of the underlying asset.

K. Subscription-Based Information Technology Arrangements

The City recorded right-to-use lease assets as a result of implementing GASB Statement No. 96, Subscription-Based Information Technology Arrangements (SBITA). The SBITA assets are initially measured at an amount equal to the initial measurement of the SBITA liability plus any payments made prior to the SBITA term, less SBITA incentives, and plus ancillary charges necessary to place the SBITA into service. The SBITA assets are amortized on a straight-line basis over the life of the related lease.

L. Restricted Assets

Certain resources are classified as restricted assets because their use is limited by applicable covenants, contracts, agreements, and statutes.

M. Deferred Inflows of Resources

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items that qualifies for reporting in this category. The unavailable revenues reported in the governmental funds balance sheet are from property taxes, special assessments, grants receivable and certain other receivables that are deferred and recognized as an inflow of resources in the period that the amounts become available. The deferred inflow for lease receivables are future lease revenues to be collected for lease agreements entered into with third parties. It is recognized as an inflow of resources in a systematic and rational manner over the lease term.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Deferred Inflows of Resources (Continued)
Net position is classified as net investment in capital and lease assets, unrestricted net position and restricted net position.

N. Fund Balance
Fund balances for the City's governmental funds are classified as follows:

- Nonspendable Fund Balances – These are resources which cannot be spent because they are either (a) not in spendable form (such as inventory); or (b) legally or contractually required to be maintained intact.

- Restricted Fund Balances – These are resources with constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed Fund Balances – These are resources which are subject to limitations the government imposes upon itself at its highest level of decision-making authority and that remain binding unless removed in the same manner.

- Assigned Fund Balances – These are resources neither restricted nor committed for which a government has a stated intended use as established by the City Council or a body or official to which the City Council has delegated the authority to assign amounts for specific purposes.

- Unassigned Fund Balances – These are resources which cannot be properly classified as one of the other four categories. The General fund should be the only fund that reports a positive unassigned fund balance amount.

The City's policy is to spend restricted amounts first when both restricted and unrestricted fund balances are available unless there are legal restrictions that prohibit doing so. Additionally, the City is to first spend committed, then assigned, and lastly unassigned amounts of unrestricted fund balances when expenditures are made.

The City does not have a formal minimum fund balance policy.

O. Interfund Transfers
Permanent reallocation of resources between funds of the reporting entity is classified as transfers. For the purposes of the Statement of Activities, all interfund transfers between individual governmental funds have been eliminated.

P. Compensated Absences
City employees earn sick, vacation and comp leave throughout each month and leave is fully vested when earned. All accumulated sick, vacation and comp leave, subject to limitations, is paid at separation. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences that have matured as of year-end, for example, as a result of employee resignations and retirements, are recorded as a fund liability.

PRELIMINARY

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Compensated Absences (Continued)
Accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date.

NOTE 2 - BUDGET PROCESS AND PROPERTY TAXES

For the fiscal year ended September 30, 2024, the City followed these procedures in establishing the budgetary data reflected in the accompanying financial statements:

Prior to September 1, the City submitted to the City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget included proposed expenditures and the means of financing them.

The budget is published with subsequent public hearings to obtain taxpayer comments.
Prior to September 30, the budget was legally adopted by the City Council and was then filed with the appropriate state and county officials.

Property taxes were levied in October of 2023 on the assessed value of listed property. The County Assessor of Platte County, Nebraska, determined the City of Columbus's valuation to be $2,290,193,749 in August of 2023.

The City, through the budget process, requested a total of $6,701,493 in property taxes. Based on the August of 2023 valuation previously mentioned, the tax levy for the City of Columbus was established at $0.292617 per $100 of property value.

NOTE 3 - DEPOSITS AND INVESTMENTS

Nebraska Statutes provide that the City may, by and with the consent of the City Council, invest the funds of the City in securities, including repurchase agreements. Appropriate securities include those that would normally be acquired by individuals of prudence, discretion and intelligence when dealing with the property of another.

A. Deposits
The City's deposits consist of cash, certificates of deposit and securities. Some balances held at a financial institution were covered by federal depository insurance or collateralized with securities held by the pledging financial institution's trust department or agent in the government's name. A portion of the cash balances are held in an investment account and not at a financial institution.

Custodial Credit Risk – Deposits: This is the risk that, in the event of a bank failure, the City's deposits may not be returned to it. The City's policy regarding custodial credit risk is determined by state statute as described above.

For reporting purposes, the collateral on the City's bank deposits is classified in these categories:

1. Insured or collateralized with securities held by the City or by its agent in the City's name.
2. Collateralized with securities held by the pledging financial institution's trust department or agent in the City's name.
3. Uncollateralized or collateralized with securities held by the pledging financial institution, or by its trust department or agent, but not in the City's name.

PRELIMINARY

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

A. Deposits (Continued)

None of the City's deposits in excess of the amount insured by the Federal Deposit Insurance Corporation shall be allowed to accumulate in any financial institution unless (a) the financial institution gives a surety bond, (b) the financial institution provides the City with securities as collateral on the excess funds or (c) the financial institution issues a joint custody receipt to the benefit of the City where a third party financial institution actually holds the security.

Interest Rate Risk: As a means of limiting its exposure to changes in interest rates, the City's policy for certificates of deposit is to limit maturities to less than two years. All of the City's certificates of deposit are classified as investments on the statements of net position/balance sheets and mature within one year of September 30, 2024.

B. Investments

The City's investments consist of investments in nonnegotiable certificates of deposits, equity securities, fixed income funds, mutual funds, and money markets.

The City attempts to mitigate the following types of deposit and investment risks through compliance with the state statutes. The types of deposit and investment risks are the following:

Interest Rate Risk: As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy requires that market conditions and investment securities be analyzed to determine the maximum yield to be obtained and to minimize the impact of rising interest rates. The maturities of investments are as follows:

		Investment Maturities
Investment Type	Fair Value	Less than One Year
Certificates of deposit	$ 25,134,400	$ 25,134,400
Equities	119,517	119,517
Fixed income funds	90,180	90,180
Mutual funds	1,414,940	1,414,940
Money markets	22,253,492	22,253,492
Total Investments	$ 49,012,529	$ 49,012,529

Credit Risk: The City's investment policies regarding credit risk are governed by state statutes as described above.

Concentration of Credit Risk: The City's investment policy places no limits on the amounts that may be invested in any one issuer.

Custodial Credit Risk – Investments: Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in possession of an outside party. The City's policy regarding custodial credit risk is determined by state statute as described above.

PRELIMINARY

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

C. Fair Value of Investments

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities
Level 2 - Observable market-based inputs or unobservable inputs that are corroborated by market data
Level 3 - Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

The City's investments in certificates of deposit and money markets are carried at cost and thus are not included within the fair value hierarchy.

D. Recurring Measurements

The following table presents the fair value measurements of investments recognized in the accompanying financial statements measured at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall at September 30, 2024:

Investment Type	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)
Equities	$ 119,517	$ 119,517
Fixed income funds	90,180	90,180
Mutual funds	1,414,940	1,414,940
Total Investments	$ 1,624,637	$ 1,624,637

E. Summary of Carrying Values

Deposits and investments of the City at September 30, 2024, consisted of the following:

Deposits	$ 11,156,413
Investments	49,012,529
Total	$ 60,168,942

PRELIMINARY

NOTE 3 - DEPOSITS AND INVESTMENTS (CONTINUED)

E. Summary of Carrying Values (Continued)

Included in the following statement of net position captions:

	Statement of Net Position		
	Government-Wide	Ficuciary Funds	Total
Cash and cash equivalents	$ 10,541,111	$ 615,302	$ 11,156,413
Investments	40,556,933	-	40,556,933
Restricted cash, cash equivalents, and investments	8,455,596	-	8,455,596
Total	$ 59,553,640	$ 615,302	$ 60,168,942

NOTE 4 - NOTES RECEIVABLE

On August 3, 2012, the City loaned Central American Foods, LLC $45,000 and on October 15, 2012, the City loaned $46,000 for a total of $91,000 for equipment purchases to support the cheese-making business in Columbus. The loan carries no interest and payments of $22,750 are due annually beginning July 1, 2014, with the final payment due July 1, 2017. The outstanding balance at September 30, 2024, is $88,075.

On October 1, 2018, the City loaned Columbus Hydraulics $600,000. The loan carries interest at 1.00% and is payable in monthly installments of $5,130 starting on November 1, 2020,with the final payment due on October 1, 2025. The outstanding balance at September 30, 2024, is $0.

On April 7, 2021, the City loaned Habitat for Humanity of Columbus, Nebraska $103,000. The loan carries interest at 1.00% and is payable in a onetime lump sum payment on April 7, 2026. The outstanding balance at September 30, 2024, is $103,000.

On September 19, 2022, the City loaned Columbus Area Childcare $225,000. The loan carries interest at 1.00% and is payable in a onetime lump sum payment on April 30, 2026. The outstanding balance at September 30, 2024 is $225,000.

On April 15, 2024, the City loaned NeighborWorks Northeast Nebraska $390,000. The loan carries interest at 1.00% and is payable in a onetime lump sum payment on April 15, 2028. The outstanding balance at September 30, 2024 is $390,000.

PRELIMINARY

NOTE 4 - NOTES RECEIVABLE (CONTINUED)

The City has issued various down-payment assistance loans to residents. The loans are second mortgages on the houses and will be repaid after the first mortgage is paid in full. The outstanding balance at September 30, 2024, is $539,070.

On December 5, 2017, the City loaned the East District Health Department $286,254. The loan carries interest at 4.00% and is payable in monthly installments of $3,000 starting on January 5, 2018, with the final payment due on August 5, 2027. The outstanding balance at September 30, 2023, is $96,377.

The following is a summary of notes receivable outstanding as of September 30, 2022, detailed above:

		Original Date	Due Date	Original Amount	Interest Rate	2024 Balance
2012	Central American Foods	8/3/2012	7/1/2017	$ 91,000	0.00%	$ 88,075
2021	Habitat for Humanity of Columbus	4/7/2021	4/7/2026	103,000	1.00%	103,000
2022	Columbus Area Childcare	9/19/2022	4/30/2026	225,000	1.00%	225,000
2024	Neighborworks - Quail Meadows	4/15/2024	4/15/2028	390,000	1.00%	390,000
Total						806,075
Housing rehabilitation loans		Various	Various	Various	Various	539,070
East Central District Health Department		12/5/2017	8/5/2027	$ 286,254	4.00%	96,377
Total						$ 1,441,522

NOTE 5 - LEASES RECEIVABLE

The City leases land to various third parties, the terms of which expire in 2023 through 2041. Revenue recognized under lease contracts during the year ended September 30, 2024, was $30,701 in the general fund, $88,234 in the nonmajor governmental funds, and $33,975 in the water fund.

PRELIMINARY

NOTE 6 - CAPITAL AND LEASE ASSETS

Capital and lease asset activity for the year ended September 30, 2024, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets not being depreciated				
Land	$ 3,728,689	$ -	$ -	$ 3,728,689
Construction in progress	42,022,570	2,895,905	35,057,412	9,861,063
Total capital assets not being depreciated	45,751,259	2,895,905	35,057,412	13,589,752
Capital assets being depreciated				
Buildings	170,479,345	40,900,307	-	211,379,652
Machinery, equipment and vehicles	26,602,162	3,346,384	134,395	29,814,151
SBITA	723,866	-	-	723,866
Leased assets - buildings	698,980	-	-	698,980
Total capital assets being depreciated	198,504,353	44,246,691	134,395	242,616,649
Less accumulated depreciation for				
Buildings	(54,873,941)	(5,098,979)	-	(59,972,920)
Machinery, equipment and vehicles	(17,828,781)	(4,210,394)	(133,614)	(21,905,561)
SBITA	(53,005)	(164,640)	-	(217,645)
Leased assets - buildings	(229,250)	(114,625)	-	(343,875)
Total accumulated depreciation	(72,984,977)	(9,588,638)	(133,614)	(82,440,001)
Total capital assets being depreciated, net	125,519,376	34,658,053	781	160,176,648
Governmental activities capital position, net	$ 171,270,635	$ 37,553,958	$ 35,058,193	$ 173,766,400

PRELIMINARY

NOTE 6 - CAPITAL AND LEASE ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities				
Capital assets not being depreciated				
Land	$ 709,058	$ -	$ -	$ 709,058
Construction in progress	4,526,578	-	3,279,374	1,247,204
Total capital assets not being depreciated	5,235,636	-	3,279,374	1,956,262
Capital assets being depreciated				
Land improvements and buildings	128,115,526	6,290,444	-	134,405,970
Equipment	10,213,231	150,967	-	10,364,198
Total capital assets being depreciated	138,328,757	6,441,411	-	144,770,168
Total accumulated depreciation	(58,085,358)	(4,009,840)	-	(62,095,198)
Total capital assets being depreciated, net	80,243,399	2,431,571	-	82,674,970
Business-type activities capital assets, net	$ 85,479,035	$ 2,431,571	$ 3,279,374	$ 84,631,232

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental activities	
General government	$ 1,497,115
Public safety	2,135,894
Public works	3,511,205
Cultural and recreation	2,440,933
Community development	3,491
Total depreciation expense - governmental activities	$ 9,588,638
Business-type activities	
Water	$ 1,099,702
Sewer	2,076,673
Electric	162,489
Storm water	429,572
Solid waste	241,404
Total depreciation expense - business-type activities	$ 4,009,840

PRELIMINARY

NOTE 7 - LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended September 30, 2024:

	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Governmental activities					
General obligation bonds	$ 6,670,000	$ -	$ (515,000)	$ 6,155,000	$ 75,000
Sales tax revenue bonds	22,960,000	5,055,000	(10,660,000)	17,355,000	890,000
Certificates of participation	5,845,000	-	(365,000)	5,480,000	380,000
Leases	501,971	-	(111,055)	390,916	118,152
SBITA	675,013	-	(151,488)	523,525	159,910
Unamortized bond premiums	958,544	77,483	(81,316)	954,711	-
	37,610,528	5,132,483	(11,883,859)	30,859,152	1,623,062
Compensated absences	1,273,902	47,148	-	1,321,050	-
Total governmental activities	38,884,430	5,179,631	(11,883,859)	32,180,202	1,623,062
Business-type activities					
Certificates of participation	685,000	-	(225,000)	460,000	230,000
Bonds payable	34,755,000	-	(1,815,000)	32,940,000	1,965,000
Unamortized bond premiums	3,484,231	-	(510,348)	2,973,883	-
	38,924,231	-	(2,550,348)	36,373,883	2,195,000
Compensated absences	271,194	33,179	-	304,373	-
Total business-type activities	39,195,425	33,179	(2,550,348)	36,678,256	2,195,000
Total primary government	$ 78,079,855	$ 5,212,810	$ (14,434,207)	$ 68,858,458	$ 3,818,062

A. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital activities. General obligation bonds have been issued for governmental activities only.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. These bonds generally are issued as 15-year serial bonds with substantially equal debt service payments each year. General obligation bonds currently outstanding are as follows:

On September 25, 2018, the City issued Public Safety Sales Tax bonds in the amount of $15,840,000. The issue bears interest from 3.625 to 5.00%. Final payment is due on September 30, 2038. The outstanding balance at September 30, 2024 is $12,300,000.

On June 30, 2021, the City issued Certificates of Participation in the amount of $6,540,000. The issue bears interest from 3.00 to 4.00%. Final payment is due on June 15, 2036. The outstanding balance at September 30, 2023 is $5,480,000.

On September 1, 2021, the City issued Highway Allocation Fund Pledge bonds in the amount of $6,175,000. The issue bears interest of 3.00%. Final payment is due on December 15, 2036. The outstanding balance at September 30, 2024 is $6,155,000.

On June 14, 2024, the City issued Sales Tax Revenue bonds in the amount of $5,055,000. The issue bears interest from 4.00 to 4500%. Final payment is due on June 15, 2039. The outstanding balance at September 30, 2024 is $5,055,000.

PRELIMINARY

NOTE 7 - LONG-TERM LIABILITIES (CONTINUED)

A. General Obligation Bonds (Continued)

The City has received bond premiums in governmental funds totaling $1,312,274. The City is amortizing the bond premiums using the straight-line method over the life of the various bond issues as a reduction of interest expense. Amortization for the year ended September 30, 2024, totaled $81,316. The unamortized premium balance at September 30, 2024, is $954,710 and is reported as an addition to long- term debt.

Annual debt service requirement to maturity, including principal and interest, for long-term debt as of September 30, 2024, are as follows:

	Governmental Activities					
Year Ending	General Obligation Bonds		Sales Tax Revenue Bonds		Certificates of Participation	
December 31,	Principal	Interest	Principal	Interest	Principal	Interest
2025	$ 75,000	$ 183,525	$ 890,000	$ 669,170	$ 380,000	$ 172,150
2026	135,000	180,375	930,000	630,938	395,000	156,950
2027	195,000	175,425	970,000	591,588	410,000	141,150
2028	260,000	168,600	1,010,000	550,538	425,000	128,850
2029	330,000	159,750	1,055,000	507,788	435,000	116,100
2030-2034	2,795,000	588,825	5,870,000	1,930,113	2,380,000	376,650
2035-2039	2,365,000	102,675	6,630,000	742,550	1,055,000	47,700
Total	$ 6,155,000	$ 1,559,175	$ 17,355,000	$ 5,622,683	$ 5,480,000	$ 1,139,550

B. Business-Type Activity Debt

On March 21, 2014, the City issued Certificates of Participation in the amount of $2,470,000. The issue bears interest from 0.45 to 3.40%. Final payment is due on September 15, 2026. The outstanding balance at September 30, 2024, is $460,000.

On August 7, 2012, the City issued Combined Revenue and Refunding Bonds in the amount of $5,785,000. The issue bears interest from 0.30 to 3.10%. Final payment was due on June 15, 2027. On July 23, 2015, the City issued Series 2015A Combined Revenue Refunding Bonds in the amount of $4,030,000. The issue bears interest from 2.00 to 3.30%. Final payment was due on June 15, 2030. The outstanding balance at September 30, 2023, is $2,824,818.

On August 26, 2015, the City issued Series 2015B Combined Revenue Bonds in the amount of $9,800,000. The issue bears interest from 3.00 to 3.55%. Final payment was due on June 15, 2035. These 3 bonds were refinanced into one bond on August 19, 2020. This issue bears interest from 4.00 to 5.00% and final payment is due on June 15, 2035. The outstanding balance at September 30, 2024, is $9,175,182.

On September 30, 2016, the City issued Series 2016 Combined Revenue Refunding Bonds in the amount of $13,760,000. The issue bears interest from 2.00 to 4.00%. Final payment is due on December 15, 2036. The outstanding balance at September 30, 2024, is $10,560,000.

On December 27, 2018, the City issued Series 2018 Combined Revenue Bonds in the amount of $10,380,000. The issue bears interest from 4.00 to 5.00%. Final payment is due on June 15, 2038. The outstanding balance at September 30, 2024, is $10,380,000.

PRELIMINARY

NOTE 7 - LONG-TERM LIABILITIES (CONTINUED)

B. Business-Type Activity Debt (Continued)

The City has received bond premiums totaling $5,497,235. The City is amortizing the bond premiums using the straight-line method over the life of the various bond issues as a reduction of interest expense. Amortization for the year ended September 30, 2024, totaled $510,348. The unamortized premium balance at September 30, 2024, is $2,973,883 and is reported as an addition to long-term debt.

Annual debt service requirement to maturity, including principal and interest, for long-term debt as of September 30, 2024, are as follows:

Year Ending December 31,	Business-Type Activities			
	Certificates of Participation		Bonds Payable	
	Principal	Interest	Principal	Interest
2025	$ 230,000	$ 5,290	$ 1,965,000	$ 1,374,525
2026	230,000	2,806	2,020,000	1,282,025
2027	-	-	2,130,000	1,192,725
2028	-	-	2,205,000	1,095,575
2029	-	-	2,315,000	990,575
2030-2034	-	-	13,270,000	3,265,900
2035-2039	-	-	9,035,000	639,763
Total	$ 460,000	$ 8,096	$ 32,940,000	$ 9,841,088

NOTE 8 - LEASE LIABILITIES

The City leases building and parking lot space, the terms of which expire in various years through 2031.

The following is a schedule by year of payments under the leases as of September 30, 2024:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2025	$ 118,152	$ 15,637	$ 133,789
2026	125,587	10,911	136,498
2027	133,375	5,887	139,262
2028	3,089	552	3,641
2029	3,321	429	3,750
2030-2032	7,392	449	7,841
Total	$ 390,916	$ 33,865	$ 424,781

PRELIMINARY

NOTE 9 - SBITA LIABILITIES

The City has subscription based information technology arrangements for call center and various other software, the terms of which expire in various years through 2028.

The following is a schedule by year of payments under the SBITAs as of September 30, 2024:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2025	$ 159,910	$ 25,876	$ 185,786
2026	129,788	14,545	144,333
2027	131,970	9,353	141,323
2028	101,857	4,074	105,931
Total	$ 523,525	$ 53,848	$ 577,373

NOTE 10 - DEFINED CONTRIBUTION RETIREMENT PLANS

The City has multiple defined contribution plans.

A. Employees' Pension Plan

All regular full-time civilian employees of the City are covered by a voluntary defined contribution plan. Contributions made by the City equal 6% of the participants' compensation. Participants also contribute 6% of their earnings. Vesting of employer contributions occurs over seven years of employment. The amount of employer and employee contributions to this plan during the fiscal year was $593,123 and $611,892, respectively. There were no forfeitures used to offset employer contributions for the year ended September 30, 2024. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

B. Fire Retirement Plan

All regular full-time fire fighters of the City are covered by a defined contribution plan. Certain fire fighters are also covered by a single employer defined benefit pension plan (see Note 10). Participants are required to contribute 6.50% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 13% of the participants' earnings. Vesting of employer contributions occurs between four and seven years of employment. Forfeitures shall be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. The plan members and the City contributed $129,103 and $258,205, respectively, to the plan during the year ended September 30, 2024. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

PRELIMINARY

NOTE 10 - DEFINED CONTRIBUTION RETIREMENT PLANS (CONTINUED)

C. Police Retirement Plan

All regular full-time sworn officers of the City are covered by a defined contribution plan. Certain sworn officers are also covered by a single employer defined benefit pension plan (see Note 10). Participants are required to contribute 7.0% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 7.0% of the participants' earnings. Vesting of employer contributions occurs between two and seven years of employment. Forfeitures shall be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. The plan members and the City contributed $227,686 and $227,686, respectively, to the plan during the year ended September 30, 2024. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

NOTE 11 - DEFINED BENEFIT PENSION PLAN

A. Fire Plan

Employees who were hired prior to January 1, 1984, the date at which the Fire Plan was amended from a defined benefit plan to the current status as a defined contribution plan, were assured of receiving retirement benefits under the new plan at least as great as those under the old defined benefit plan.

Plan Description

The City has a single employer defined benefit pension plan covering fire fighters hired on or before December 31, 1983. The plan is closed to new employees. The terms of the plan, including contribution rates and minimum pension benefits are established through State Statute. The City does not issue a separate report that includes financial statements and required supplementary information for the fire pension plan.

Summary of Benefit Provisions

Contribution rates are described for the defined contribution plan in Note 9. The accumulated value of the employee and employer account including contributions and investment earnings is the Retirement Account Value. In the event that a participant's retirement account value will not provide for the minimum pension benefits of the plan, the City will be required to contribute an additional amount to fund the minimum pension benefits specified in Statute. Participants must have been employed on January 1, 1984 and continuously employed by the City through retirement date after attaining age 55 and completing 25 years of service. Minimum pension benefit equals 40% of regular pay for commencement between ages 55 and 60; 50% of regular pay for commencement at age 60 or later offset by the State Statute Actuarial Equivalence of the Retirement Account Value.

Plan Membership

As of September 30, 2024, plan membership consists of 1 inactive member entitled to but not yet receiving benefits and 1 inactive member currently receiving benefits.

Contributions and Funding Policy

The City's contributions for the additional amount to fund minimum pension benefits are limited to amounts paid to retirees during the fiscal year. Contributions made by the City for the year ended September 30, 2024, were $7,308.

PRELIMINARY

NOTE 11 - DEFINED BENEFIT PENSION PLAN (CONTINUED)

B. Actuarial Methods and Assumptions and Pension Liability

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the plan. Valuations were determined using the following actuarial assumptions:

Valuation Date	December 31, 2020
Measurement Date	September 30, 2021
Actuarial Cost Method	Entry Age Normal
Investment Rate of Return	1.00%

Mortality Table Pub-2010 Public Safety Retiree and Public Safety Contingent Annuitant Median Mortality Table (Amount- Weighted), both with fully generational projection of mortality improvements using Scale MP-2020.

The City's obligation is unfunded at September 30, 2024. The City has assigned an allocation of certificates of deposit totaling $75,029 for pension benefits as of September 30, 2024, but these assets are not held in trust. The actuarial present value of future benefits at December 31, 2020, the most recent actuarial valuation date, was $125,423. After deducting the actuarial value of the assets allocated by the City of $75,029, the remaining balance of $50,394 has been deemed immaterial by management and is not recorded in the governmental activities financial statements.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

The City participates in numerous federal- and state-assisted grant programs which are governed by various rules and regulations of the grantor agencies. These programs are subject to financial and compliance audits by the granting agencies. To the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants.

The City has elected to be a reimbursable employer with regard to unemployment claims filed by former employees. Therefore, the City is required to reimburse to State of Nebraska for any claims paid on behalf of the City. As of September 30, 2024, the amount of liability, if any, is indeterminable.

Various lawsuits and claims against the City are presently pending involving claims for personal injury, tax appeals, and miscellaneous cases. In the opinion of management, suits or claims, either individually or in the aggregate, will not have a material effect on the financial position of the City.

During 2024 and 2023, the City entered into agreements construction, street improvements and for certain improvement projects that have not been completed and/or fully paid for at year-end.

NOTE 13 - MAJOR CUSTOMERS

The City received approximately 25% of the total water and sewer revenues from one major customer in the year ended September 30, 2024.

PRELIMINARY

NOTE 14 - SELF-INSURANCE PLAN

The City's health insurance coverage is a partially self-insured plan administered by a third-party administrator. The City pays the administrator to manage the employee health plan operations and to purchase reinsurance to cover specific claims over $80,000 and aggregate claims that are over $3,535,723 or 100% of the expected annual claims, whichever is greater.

NOTE 15 - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During the year, the City carried commercial insurance for general liability, linebacker, property, umbrella, worker's compensation, inland marine, automobile, law enforcement and crime coverage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 16 - INTERFUND BALANCES AND TRANSFERS

In 2014, the Electric fund loaned $2,362,040 to the Solid Waste fund for the acquisition and construction of a transfer station. The loan is to be repaid in annual installments, with fixed or variable interest as determined by the Mayor and Finance Director at the time payment is issued. Interest-only payments began September 15, 2014, and principal payments begin September 15, 2027. Final payment is due September 15, 2034.

During the course of operations, transactions occur between individual funds that may result in amounts owed between funds. Those that are related to goods and services transactions are classified as "due to and from other funds". As of September 30, 2024 the Solid Waste Fund owed the Electric Fund $2,362,040.

Transfers between funds are to cover operational expenses for the funds and to move assets to the appropriate funds.

	Transfer From									
	General	Sales Tax	ARP Act Fund	Nonmajor Governmental	Water	Sewer	Electric	Solid Waste	Custodial	Total
Transfer to										
General	$ -	$ 7,399,046	$ -	$ 857,078	$ 120,000	$ 120,000	$ 4,646,495	$ 49,000	$ -	$ 13,191,619
Streets/ Engineering	340,000	715,360	-	-	-	-	-	-	-	1,055,360
Sales Tax	506,755	-	-	-	-	-	-	-	-	506,755
Nonmajor Governmental	140,000	718,929	-	52,596	-	-	-	-	477,112	1,388,637
Water	-	-	373,111	-	-	-	-	-	-	373,111
Sewer	-	-	510,357	-	-	-	-	-	-	510,357
Total due to other funds	$ 986,755	$ 8,833,335	$ 883,468	$ 909,674	$ 120,000	$ 120,000	$ 4,646,495	$ 49,000	$ 477,112	$ 17,025,839

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

PRELIMINARY

NOTE 17 - SALES TAX

The City has received voter approval ten times since 1995 for a one percent or one- half percent City sales tax. Currently, the local sales tax rate is a total of one and one-half percent (1.50%). Through March of 2027, the 1% may be used for capital improvements, including street and drainage projects and to repay debt for the same type of projects, and to fund the operation of Pawnee Plunge Water Park and Columbus Aquatic Center.

The one-half percent tax was reauthorized at the May 10, 2016, election. The one- half percent is for funding Police and Fire facilities and a Library/Cultural Arts Center. This tax will cease upon the later of the completion of such projects, voter rejection of bond elections for such projects or the date on which there are no outstanding bonds.

NOTE 18 - TAX ABATEMENTS

The City provides tax abatements through three programs: Tax Increment Financing (TIF) program, Employment and Investment Growth Act, and Nebraska Advantage Act.

The Tax Increment Financing Law allows for the increased property taxes generated by the improvement of blighted property to be used to pay for financing of community redevelopment projects. The City declares the area as substandard, blighted and in need of redevelopment and is required to prepare a redevelopment plan. TIF bonds may be issued for the acquisition of property, site preparation, and public improvements. An agreement is entered into between the City and the Developer and a base valuation is established. The base property valuation remains assessable to all taxing entities. Any increase in value and the resulting property taxes are used to pay off debt incurred for the redevelopment project within a 15- year period.

Total property taxes abated through TIF for the year ended September 30, 2024, were approximately $1.6 million.

The Employment and Investment Growth Act and the Nebraska Advantage Act provide benefits in the form of sales tax rebates for businesses which invest and/or increase employment by specified amounts. Businesses that qualify must be involved in research, data processing, finance or businesses transporting, wholesaling, storing, or selling products, but not retailers who do not make their own products. Businesses must propose a qualifying project and be approved by the State of Nebraska Department of Revenue. The obligations of each party are set out in a contract with the State. If the project qualifies for benefits but later falls below the required levels of jobs or investment, the company receives no benefits for that year and one-seventh of the benefits already received are recaptured for each year the company fails to qualify. For the year ended September 30, 2024, the State of Nebraska on behalf of the City abated approximately $30,000 in sales tax revenue under these two programs.

NOTE 19 – ERROR CORRECTION

During the year, the City identified that business-type activities capital assets as of September 30, 2023, was incorrectly reported. The City made adjustments to its capital assets as of September 30, 2023. This adjustment resulted in a net decrease in sewer fund and business-type capital assets and net position of $203,408.

PRELIMINARY

NOTE 20 - FUND BALANCES

As of September 30, 2024, governmental fund balances are classified as follows:

	General Fund	Streets/ Engineering Fund	Sales Tax Fund	1/2 Cent Sales Tax Fund	Other Governmental Funds	Total
Nonspendable						
Gerrard Park Trust	$ -	$ -	$ -	$ -	$ 158,037	$ 158,037
Restricted for						
Debt service	-	-	-	580,203	-	580,203
Public safety	-	-	-	-	741,854	741,854
Airport	-	-	-	-	1,054,711	1,054,711
Downtown	-	-	-	-	75,069	75,069
Gaming	-	-	-	-	254,414	254,414
Capital improvements	-	91,009	5,326,786	-	-	5,417,795
Housing	-	-	-	-	195,855	195,855
Economic development	-	-	-	-	2,667,519	2,667,519
Library	-	-	-	-	772,305	772,305
Total restricted	-	91,009	5,326,786	580,203	5,761,727	11,759,725
Committed for						
Library endowment	-	-	-	-	1,468,727	1,468,727
Total committed	-	-	-	-	1,468,727	1,468,727
Assigned for						
Pension benefits	75,029	-	-	-	-	75,029
Library	-	-	-	-	-	-
Total assigned	75,029	-	-	-	-	75,029
Unassigned	8,868,710	(735,266)	-	-	(582,544)	7,550,900
Total fund balances	$ 8,943,739	$ (644,257)	$ 5,326,786	$ 580,203	$ 6,805,947	$ 21,012,418

PRELIMINARY

REQUIRED SUPPLEMENTARY INFORMATION

PRELIMINARY

City of Columbus
Statement of Receipts, Disbursements, and
Changes in Fund Balances -
Budget and Actual - Budget Basis - General Fund
Year Ended September 30, 2024

	Orginal and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Property taxes	$ 6,387,989	$ 6,909,996	$ 522,007
Fees, taxes, permits, and licenses	713,900	949,181	235,281
Sales tax	1,698,984	1,789,984	91,000
Donations	24,800	67,880	43,080
Charges for services	2,461,300	2,955,774	494,474
Grants	890,000	2,924,380	2,034,380
Other local revenues	38,200	128,087	89,887
Investment income	129,950	289,526	159,576
Total revenues	12,345,123	16,014,808	3,669,685
Expenditures			
General government	2,597,700	2,558,972	(38,728)
Public safety	8,151,150	9,638,554	1,487,404
Parks and recreation	5,774,740	6,251,281	476,541
Community development	690,560	771,865	81,305
Capital outlay	7,791,430	5,862,355	(1,929,075)
Principal retirement	-	111,055	111,055
Interest and fiscal charges	-	20,079	20,079
Total expenditures	25,005,580	25,214,161	208,581
Excess of revenues over (under) expenditures	(12,660,457)	(9,199,353)	3,461,104
Other Financing Sources (Uses)			
Transfers in (out), net	13,885,136	12,204,864	(1,680,272)
Total other financing sources (uses)	13,885,136	12,204,864	(1,680,272)
Net change in fund balances	$ 1,224,679	$ 3,005,511	$ 1,780,832

PRELIMINARY

See note to required supplementary information.

City of Columbus
Statement of Receipts, Disbursements, and
Changes in Fund Balances -
Budget and Actual - Budget Basis - Streets/Engineering Fund
Year Ended September 30, 2024

	Orginal and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Fees, taxes, permits, and licenses	$ 3,649,757	$ 3,783,939	$ 134,182
Charges for services	147,900	161,568	13,668
Grants	598,720	666,435	67,715
Other local revenues	30,000	29,873	(127)
Investment income	60,000	15,920	(44,080)
Total revenues	4,486,377	4,657,735	171,358
Expenditures			
Public works	3,106,200	3,247,046	140,846
Capital outlay	5,368,123	3,820,992	(1,547,131)
Total expenditures	8,474,323	7,068,038	(1,406,285)
Excess of revenues over (under) expenditures	(3,987,946)	(2,410,303)	1,577,643
Other Financing Sources (Uses)			
Transfers in (out), net	1,855,000	1,055,360	(799,640)
Total other financing sources (uses)	1,855,000	1,055,360	(799,640)
Net change in fund balances	$ (2,132,946)	$ (1,354,943)	$ 778,003

PRELIMINARY

See note to required supplementary information.

City of Columbus
Statement of Receipts, Disbursements, and
Changes in Fund Balances -
Budget and Actual - Budget Basis - Sales Tax Fund
Year Ended September 30, 2024

	Orginal and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Sales tax	$ 6,041,667	$ 6,754,161	$ 712,494
Investment income	200,000	276,084	76,084
Total revenues	6,241,667	7,031,296	789,629
Excess of revenues over expenditures	6,241,667	7,031,296	789,629
Other Financing Sources (Uses)			
Transfers in (out), net	(10,670,901)	(8,326,580)	2,344,321
Total other financing sources (uses)	(10,670,901)	(8,326,580)	2,344,321
Net change in fund balances	$ (4,429,234)	$ (1,295,284)	$ 3,133,950

PRELIMINARY

See note to required supplementary information.

City of Columbus
Statement of Receipts, Disbursements, and
Changes in Fund Balances -
Budget and Actual - Budget Basis - 1/2 Sales Tax Fund
Year Ended September 30, 2024

	Orginal and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Sales tax	$ 2,783,333	$ 3,031,725	$ 248,392
Investment income	-	126,255	126,255
Total revenues	2,783,333	3,157,980	374,647
Expenditures			
Principal retirement	660,000	10,660,000	10,000,000
Other	552,140	642,411	90,271
Total expenditures	1,212,140	11,302,411	10,090,271
Excess of revenues over (under) expenditures	1,571,193	(8,144,431)	(9,715,624)
Other Financing Sources (Uses)			
Proceeds from long-term debt, net	-	5,132,483	5,132,483
Total other financing sources (uses)	-	5,132,483	5,132,483
Net change in fund balances	$ 1,571,193	$ (3,011,948)	$ (4,583,141)

PRELIMINARY

See note to required supplementary information.

City of Columbus
Statement of Receipts, Disbursements, and
Changes in Fund Balances -
Budget and Actual - Budget Basis - ARP Act Fund
Year Ended September 30, 2024

	Orginal and Final Budgeted Amounts	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Investment income	$ -	$ 35,938	$ 35,938
Total revenues	-	35,938	35,938
Excess of revenues over (under) expenditures	-	35,938	35,938
Other Financing Sources (Uses)			
Transfers in (out), net	(600,000)	(883,468)	(283,468)
Total other financing sources (uses)	(600,000)	(883,468)	(283,468)
Net change in fund balances	$ (600,000)	$ (847,530)	$ (247,530)

PRELIMINARY

See note to required supplementary information.

City of Columbus
Note to Required Supplementary Information

NOTE 1 - BUDGETARY ACCOUNTING

Annual budgets are adopted on a basis consistent with the Nebraska Budget Act. The Nebraska Budget Act requires that the City adopt its budget on a *cash basis*. All annual appropriations lapse at fiscal year-end.

The appropriated budget is prepared by fund, function, and department. The City's department heads may make transfers of appropriations within a fund with the City Administrator's approval. Transfers of appropriations between funds require the approval of the City Council. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the city level.

Encumbrances (e.g., purchase orders, contracts) outstanding at year-end do not constitute expenditures or liabilities because the commitments will be re- appropriated and honored during the subsequent year.

Amounts presented on a non-GAAP budget basis of accounting differ from those presented in accordance with GAAP due to the treatment afforded accruals, encumbrances, and funds for which legally adopted annual budgets are established. A reconciliation for the year ended September 30, 2024, which discloses the nature and amount of the adjustments necessary to convert the actual GAAP data to the budgetary basis, is presented below:

	General Fund	Streets/ Engineering Fund	Sales Tax Fund	1/2 Cent Tax Fund	ARP Act Fund
Excess (deficiency) of revenues over expenditures and other financing uses (budgetary basis)	$ 3,005,511	$ (1,354,943)	$ (1,295,284)	$ (3,011,948)	$ (847,530)
Adjustments					
To adust revenues for receivables and deferred revenue	3,364	(12,798)	(16,581)	3,000,370	733,914
To adust expenses for payables and accrued expenses	(1,292,342)	(361,419)	-	-	-
Total	$ 1,716,533	$ (1,729,160)	$ (1,311,865)	$ (11,578)	$ (113,616)

PRELIMINARY



PRELIMINARY

SUPPLEMENTARY INFORMATION

PRELIMINARY

City of Columbus
Schedule of Expenditures of Federal Awards
Year Ended September 30, 2024

Federal Agency/Pass Through Agency/Program Title	Federal Assistance Living Number	Expenditures
U.S. Department of Homeland Security		
COVID-19 - Disaster Grants - Public Assistance	97.036	$ 1,613,874
Building Resilient Infrastructure and Communities	97.047	87,366
Total U.S. Department of Homeland Security		1,701,240
U.S. Department of Justice		
Bulletproof Vest Partnership Program	16.607	6,118
Total U.S. Department of Justice		6,118
U.S. Department of Agriculture		
Rural business Development Grant	10.351	164,150
Total U.S. Department of Justice		164,150
U.S. Department of Transportation		
Highway Safety Cluster		
Through Nebraska Department of Transportation		
State and Community Highway Safety	20.600	14,170
Total U.S. Department of Transportation and Highway Safety Cluster		14,170
Through Nebraska Department of Transportation		
Formula Grants for Rural Areas	20.509	161,799
Airport Improvement Program	20.106	240,876
Total U.S. Department of Transportation		416,845
U.S. Department of Treasury		
Through State of Nebraska		
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	733,914
Total U.S. Department of Treasury		733,914
Total Federal Expenditures		$ 3,022,267

PRELIMINARY

See notes to the schedule of expenditures of federal awards.

City of Columbus
Notes to the Schedule of Expenditures of Federal Awards
Year Ended September 30, 2024

NOTE 1 - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Columbus, Nebraska under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Columbus, Nebraska, it is not intended to and does not present the financial position, changes in net position or cash flows of the City of Columbus, Nebraska.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, or other applicable regulatory guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 - INDIRECT COST RATE

The City of Columbus, Nebraska has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

PRELIMINARY



PRELIMINARY

Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of Columbus
Columbus, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards)*, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Columbus, Nebraska (the City), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 29, 2024.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies, and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2024-001 to be a material weakness.

PRELIMINARY

Report on Internal Control Over Financial Reporting (Continued)
A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2024-002 to be a significant deficiency.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to Findings
Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we express no opinion on the response.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Omaha, Nebraska
March 29, 2024

PRELIMINARY

Report on Compliance for the Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

Independent Auditor's Report

Honorable Mayor and Members
of the City Council
City of Columbus
Columbus, Nebraska

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Columbus, Nebraska's (the City's) compliance with the types of compliance requirements identified as subject to audit in the *U.S. Office of Management and Budget (*OMB) Compliance Supplement that could have a direct and material effect on the City's major federal program for the year ended September 30, 2024. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

PRELIMINARY

Auditor's Responsibilities for the Audit of Compliance
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

PRELIMINARY

Report on Internal Control Over Compliance (Continued)
Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Omaha, Nebraska
March 29, 2024

PRELIMINARY

City of Columbus, Nebraska
Schedule of Findings and Questioned Costs
Year Ended June 30, 2024

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	We issued an unmodified opinion on the fair presentation of the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information in accordance with accounting principles generally accepted in the United States of America (GAAP).
Internal control over financial reporting:	
• Material weakness(es) identified?	Yes, Audit finding 2024-001
• Significant deficiency(ies) identified?	Yes, Audit finding 2024-002
Noncompliance material to financial statement noted?	No

Federal Awards

Type of auditor's report issued on compliance for major programs:	Unmodified
Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	No

Identification of Major Programs

Assistance Listing No:	97.036
Name of Federal Program:	COVID-19 - Disaster Grants - Public Assistance
Dollar threshold used to distinguish between type A and type B programs:	$750,000
Auditee qualified as low risk auditee?	No

PRELIMINARY

City of Columbus, Nebraska
Schedule of Findings and Questioned Costs
Year Ended June 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

2024-001 Material Weakness – Year-End Financial Reporting

Criteria:
Management is responsible for achieving appropriate financial reporting objectives, including maintaining complete accounting records and preparing financial statements in accordance with accounting principles generally accepted in the United States of America.

Condition:
Material journal entries were proposed to adjust net position to be materially correct for financial reporting.

Effect or Potential Effect:
Intentional and unintentional errors could be made and not detected within a timely period by the City's personnel in the normal course of performing their assigned functions since they are not performing this process.

Recommendation:
A remedy for this situation would be to regularly review related balances to ensure they are being adjusted appropriately in a timely manner.

Views of Responsible Officials:
Management has reviewed the adjustments and will implement procedures to identify and record any necessary entries in the future.

PRELIMINARY

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

2024-002 Significant Deficiency

Segregation of Duties

Criteria:
Proper internal accounting controls require segregation of duties so that no one individual has access to both the accounting records and cash items or handles a transaction from inception to completion.

Condition:
The City utilizes its office and accounting personnel to segregate duties where feasible but due to the size of the accounting and office staff during the year the City did not have appropriate segregation of duties in all areas. There are instances where individuals responsible for performing or overseeing accounting functions also have access to cash and cash items.

Effect or Potential Effect:
Intentional or unintentional errors could be made and not be detected within a timely period by the City's management in the normal course of performing their assigned functions.

Recommendation:
A remedy for this situation would be for the City to reassign duties to other personnel, accounting staff or an outsourced accountant to allow for improved internal accounting control and segregation of duties.

Views of Responsible Officials:
The City continues to evaluate its processes and controls and will implement changes to improve its internal control structure where feasible.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None

PRELIMINARY

City of Columbus, Nebraska
Summary Schedule of Prior Audit Findings
Year Ended September 30, 2023

Reference Number	Summary of Finding	Status
2023-001	Material Audit adjustment & prior period adjustment	Partially corrected See 2024-001
2023-002	Segregation of Duties	Repeated See 2024-002

PRELIMINARY

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A. Appointment of Renee Whiting to Employee Retirement Committee for two-year term.

MEMORANDUM

DATE: **March 7, 2025**

TO: **City Council Members**

FROM: **James B. Bulkley, Mayor**

SUBJECT: **Appointment**

With your permission, I wish to submit the following name to you for appointment to the Employee Retirement Committee at the March 17, 2025 City Council meeting. As this is an internal city employee committee, the two-week waiting period is automatically waived.

EMPLOYEE RETIREMENT COMMITTEE: (Two-year term)

Renee Whiting

James B. Bulkley, Mayor

13.B. Quote from Foxster Opco LLC dba CTS Software in the amount of $28,190 for Nebraska mandated transit system software update for Columbus Area Transit.

The City of Columbus

M E M O R A N D U M

DATE: March 6, 2025

TO: Mayor and City Council

FROM: Douglas A. Moore. Public Property Director

SUBJECT: New software for Columbus Area Transit

RECOMMENDATION: Staff recommends that the City Council approve the proposal from Foxster Opco LLC dba CTS software/Tripmaster (Swansboro North Carlina) to provide software for Columbus Area Transit at a cost of $28,190.00.

DISCUSSION: The Nebraska Department of Transportation which provides state and federal funding for CAT has mandated that all Nebraska transit systems update their computer software this year. They provided three options to select from and those three companies made presentations to city staff from CAT, IT and Finance. We selected Tripmaster after those presentations and also talking to representatives from Olsson and Associates whom NDOT has hired as a consultant for transit services. Tripmaster has been selected by 34 Nebraska transit systems to provide software services, which is over 90 percent of the Nebraska transit systems. NDOT legal staff as well as City of Columbus legal staff have approved the contents of the agreement.

FISCAL IMPACT: This is a five-year agreement with a startup cost of $28,190.00 followed by an annual fee of $7,410. NDOT provides a $10,000 payment to help offset the startup costs which we have already applied for and should receive shortly. The city will eventually be reimbursed 90 percent of costs for the new software and the annual fees. We have funds in this years budget to cover the city portion of this expense.

CONCURRENCE: Karen Dvorak, CAT Supervisor
Patrick Kosmacek, Computer Tech
Deanna Roth, Finance Department

Approved By: Douglas A Moore
Douglas Moore, Public Property Director

Approved By:
Tara Vasicek, City Administrator

Software and License Agreement

TripMaster

by

CTS SOFTWARE

SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of February 26, 2025 (the "Effective Date"), by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and **City of Columbus** located at P.O. Box 1677 Columbus, NE. 68602 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Compliance with Federal and State Procurement Regulations. The Parties acknowledge that this agreement is executed pursuant to the terms of RFQ R207-20 and shall incorporate the terms of these documents subject to the order of precedence defined herein.

Order of Precedence. If there is a conflict between the Body of this Agreement and any of the Exhibits attached hereto with the documents listed below, then the higher level document will supersede any of the lower level documents in accordance with the following order of precedence, from highest to lowest:

(a)Addendums to the RFQ

(b)rfq-r207-20-transit-scheduling-system-revised

(c)r207-20-attachment-b-revised-advanced-scheduling-system-matrices

(d)Software and License Agreement

(e)CTS Software Response to RFQ for Nebraska DOT - Advanced

Acceptance. All acceptance shall be provided in writing by the Licensee. Unless otherwise stated, no Licensee may permit the commencement of the provision of any goods or services by the Licensor without the written concurrence of the State of Nebraska Department of Transportation.

Body of Agreement

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

"Agreement"	This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
"Confidential Information"	Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code,

	tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;
"Documentation"	All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
"Licensor Software"	The software as identified in Schedule A of this Agreement;
"Hardware"	Means a physically tangible electro-mechanical system or sub-system and associated documentation.
"Updates"	Refers to fixes and minor changes to the Licensor Software.
"Upgrades"	Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software.

2. Software License

2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.

2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:

a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
b. allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

3. Updates, Upgrades and Backup Services

3.1 Updates.
a. Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
b. Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

3.2 Upgrades.
a. Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).

b. Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
c. Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
d. Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
e. Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.

3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

5. Services

5.1 Support Services.
a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.

6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.

6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

7. Warranties

7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other that Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.

7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.

7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.

7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject,

do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.

7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.

7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

8. Reserved

9. Additional Terms

9.1 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.

9.2 Online Liability Waiver.

a. It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.

b. Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be /accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

SOFTWARE LICENSE AND SERVICES AGREEMENT

10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

11. Term and Termination

11.1 Term. Unless terminated earlier in accordance with the RFQ-R207-20-Transit Scheduling-System-Revised Section II. Term and Conditions Subsection S. Early Terminations and Section III. Required Federal Clauses Subsection E. Termination -the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of three years ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed for two (2) one (1) year extensions upon request with a written notice and approval and shall continue in accordance with its provisions. After year five (5) is complete, the Licensee will have the option to extend the contract one year under the same terms, conditions, and pricing. (each such year, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

12. Reserved

13. General

13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.
13.2 Reserved.
13.3 Reserved.
13.4 Reserved.
13.5 Reserved.
13.6 Reserved.
13.7 Reserved.
13.8 Reserved.
13.9 Section Headings**.** Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
13.11 Publicity. Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary

operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

14. Insurance

14.1 Reserved.

14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.

14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.

14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

Foxster Opco, LLC, dba CTS Software	**City of Columbus**
Signature:	Signature:
Printed Name: Amie L. Green	Printed Name:

SOFTWARE LICENSE AND SERVICES AGREEMENT

Title: Finance Director	Title:
Date:	Date:

[Remainder of page intentionally left blank.]

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Opco, LLC dba CTS Software,** a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and **City of Columbus** located at P.O. Box 1677 Columbus, NE. 68602 ("Licensee"), effective go live date as of February 26, 2025 ("Agreement"). All capitalized terms used but not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

All charges and fees are valid for the term of the contract and will be reevaluated at the time of contract renewal.

1. License Fees; Maintenance and Support Fees

The Licensor's Software as mentioned in this contract may consists of, but not be limited to: X TripMaster; X Automated Scheduling; X Passenger Reminder Module; X ParaScope – Tablet Interface; X Vehicle Maintenance Module; __ParaPass Module; __ ParaPortal Module.

STANDARD:

1.1 The Licensee agrees to pay the Licensor a onetime fee of **$ 28,190.00** for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable within thirty (30) days after receipt of the applicable invoice.

1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein ("Attachment 1") for all Support Services (as defined in Schedule B of the Agreement) for up to **5 vehicles and 2 License/User ID**:

a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month, and such fees shall be due and payable by the fifth day of such month.
c. Payments not received by the due date will be subject to late fees and suspension of Support Services.

1.3 Under terms of the Agreement, for each additional vehicle above the number contained in 1.2, that may be added in the future, the Licensor will charge Licensee an additional one-time start-up fee of $1,490 per vehicle and an additional ongoing monthly fee of $47.50 per vehicle.

1.4 Under terms of the Agreement, for each additional License/User ID above the number contained in 1.2, that may be added in the future, Licensor will charge Licensee an additional one-time start-up fee of $475 per License/User ID and an additional ongoing monthly fee of $50.00 per License/User ID.

1.5 When applicable, under terms of the Agreement, Licensor will cover up to **1,667 monthly trips texts/calls.**

1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

2. Training

2.1 Licensor will provide training and support services to Licensee. These services will be provided at Licensee's facility, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate of $ 400.00 per day. In addition, onsite travel expenses shall be billed at the rate of $2,000.00 for travel, lodging, meals and related expenses.

2.2 Licensor will commit to one annual onsite Nebraska specific training.

2.3 Remote retraining of Licensee's employees shall be charged at Licensor's training rate ($150.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses

incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

2.4 Licensee has the option to purchase additional onsite training, which will be negotiated based on the rates in this contract.

3. Addresses for Notices:

For Foxster Opco, LLC dba CTS Software ("Licensor"):
Foxster Opco, LLC dba CTS Software
Post Office Box 57
Swansboro, North Carolina 28584
Attn: Adam Fox, President
(800) 704-0064

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

For City of Columbus ("Licensee"):

City of Columbus
P.O. Box 1677
Columbus, NE. 68602
Attn:

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC dba CTS Software	**City of Columbus**
Signature:	Signature:
Printed Name: Amie L. Green	Printed Name:
Title: Finance Director	Title:
Date:	Date:

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Approach and Description

City of Columbus | Nebraska Department of Transportation | Operations Division

CTS Software is pleased to submit our cost proposal response to the Nebraska DOT request for qualifications for transit scheduling software. We are confident that our scalable pricing and suite of options will accommodate the business objectives and vision of the future for Nebraska transit agencies now and for years to come.

Additionally, CTS Software has provided a sample quote that would be presented to each individual Transit System at the end of this document labeled “CTS Software TripMaster Sample Quote” for 5 vehicles and 2 licenses for the following:

- TripMaster
- Automated Scheduling
- Vehicle Maintenance
- All Reporting
- All funding sources
- Tablet Software Application
- ~~Tablet Hardware~~
- ~~Mount Installation~~
- Electronic pre- and post-trip inspections
- Passenger Reminder (both call and text)
- ~~Fare Collection~~
- ~~ParaPortal~~

Sincerely,

Derek Platow

Director of Business Development

800-704-006



SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Form B.5

Cost Proposal Summary

Request for Qualification Number R207-20

To complete the cost proposal summary, please indicate summary costs for different items and different years in the table, noting that values should only be entered in white cells. Additionally, please indicate total costs by category (across years) and by year (across categories). The summary costs entered in table are to be based on detailed cost worksheets in Form A.6. As discussed at the beginning of Form A.6, elements of these cost categories may be based upon the characteristics of the representative small transit agency described at the beginning of Form A.

The payment schedule for a selected system deployment is tied to fixed lump sum payments for the completion and acceptance of related deliverables corresponding to cells in the table below. No invoice will be approved unless the associated deliverables have been approved.

Cost Proposal Summary

Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	$17,390						$17,390
Initial System Implementation and Training	$10,800						$10,800
Annual System Maintenance and Support		$7,410	$7,410	$7,410	$7,410	$7,410	$37,050
Total	$28,190	$7,410	$7,410	$7,410	$7,410	$7,410	$65,240

Initial System Planning and Design: All of the system planning and design costs will occur at the beginning of the project (Startup column), in advance of system implementation and training. Please enter the cost for system planning and design work as determined in the detailed table in Form A.6.

Initial System Implementation and Training: All of the system implementation costs will occur at the beginning of the project (Startup column) following the planning and design activities. Please enter the cost for system implementation work as determined in the detailed table in Form A.6.

Annual System Maintenance and Support: This category includes annual licensing, hosting, maintenance, and support costs for software elements along with annual warranty costs for any applicable hardware elements. Please enter the cost value for each period as determined in the detailed annual tables in Form A.6.

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Form B.6

Cost Proposal Details

Request for Qualification Number R207-20

In the tables in this form, please enter the costs associated with different phases of the project. The tables have been set up to facilitate computation of all costs for the representative small-sized transit agency profile described at the beginning of this attachment in order to score the cost proposal.

Additionally, the cost tables have been structured such that the price that any particular transit agency would pay under an actual contract based on this solicitation would be based in part on certain size-related attributes of the transit agency. For example, licensing costs could increase with the maximum number of users that might use the system simultaneously (i.e. seat licenses).

To facilitate this flexibility, the cost tables for the different phases of the project - initial system planning and design, system implementation and training, and ongoing system operations and support - include a base (or fixed) cost element, a variable cost element that can scale with the number of schedulers and dispatchers that use the system at the same time, a variable cost element that can scale with the number of vehicles operated by the transit agency, and a variable cost element that can scale with the number of trips served by the transit agency each year. Bidders can use any combination of these cost elements to structure their pricing. However, they should be sure that all of their costs have been rolled into the pricing structure, and they must be willing to use the pricing formula to establish the pricing for any subsequent contract with a transit agency based on prequalification under this solicitation.

To fill in the cost tables:
· Fill in the base (or fixed) cost component, if any, that is unrelated to the size of the transit agency;
· Fill in any additional cost based on maximum number of simultaneous users (expressed as a per-user cost);
· Fill in any additional cost based on number of vehicles (expressed as a per-vehicle cost);
· Fill in any additional cost based on number of calls (expressed as cost per 10,000 calls);
· Compute the extended unit cost for users, if any, by multiplying your additional per-user cost by the maximum number of simultaneous users assumed for the representative medium-sized transit agency (i.e., 2 users);
· Compute the extended unit cost for vehicles, if any, by multiplying your additional per-vehicle cost by the number of vehicles assumed for the representative medium-sized transit agency (i.e., 5 vehicles);
· Compute the extended unit cost for trips served, if any, by multiplying your additional per-10,000-trips-served cost by the number of trips assumed for the representative medium-sized transit agency (i.e. 5,000 trips, or 0.5 units of 10,000 trips); and
· Add together the base cost, the extended cost for number of users, the extended cost for number of vehicles, and the extended cost for number of trips to arrive at the total cost for the phase.
· In the section of the table that falls below the “Line item costs” line, please provide information that shows how the base cost component, the per user cost component, the per-vehicle cost component, and the per-10,000-calls cost component are constructed. For each of the line items below the Total line, enter any fixed or variable costs associated with the line item. For any costs that do not fit within the enumerated line items, you may create additional line items at the end. The sums of the different

types of costs across the line items should then total to the corresponding type of cost shown in the table above. For example, the sum of the base costs for all of the line items should be equal to the base cost component in the top of the table.

Initial System Planning and Design Costs

Costs for this phase should include labor, travel, and any other costs associated with development of the System Deployment Document, the System Acceptance Plan, and the System Maintenance and Support Plan

System Planning and Design Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	Lot	1 user	1 vehicle	10,000	
Unit Count	1	2	5	2	
Base or Per-Unit Cost	$5,995	$475			
Automated Scheduling			$695		
Vehicle Maintenance Module			$100		
Funding Source Management	Included	Included	Included	Included	
Advanced Reporting	Included	Included	Included	Included	
FTA-Required Reporting	Included	Included	Included	Included	
ParaScope – Tablet Software			$695		
Electronic Pre- and Post-Trip	Included	Included	Included	Included	
Passenger Reminder Module				$2,995	
ParaPass – Fare Collection					
ParaPortal Module					
Base or Extended Cost	$5,995	$950	$7,450	$2,995	$17,390
Line Item Component Costs					
Deployment Plan	Included	Included	Included	Included	
Acceptance Test Plan	Included	Included	Included	Included	
Maintenance and Support Plan	Included	Included	Included	Included	
Other Costs (Describe)	N/A	N/A	N/A	N/A	

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Initial System Implementation Costs

Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, purchase and installation of devices for reaching fare media if applicable, system documentation, initial and follow-up onsite training, and completion of acceptance testing.

System Implementation Cost Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$10,800				
Hardware Cost					
Base or Extended Cost	**$10,800**	**N/A**	**N/A**	**N/A**	**$10,800**
Line Item Component Costs					
Onsite Training x 12 days @$400	$4,800				
Training Travel Exp x 3 @ $2000	$6,000				
Tablet			N/A		
Vehicle Mount			N/A		
Vehicle Charger			N/A		
Tablet Protective Case			N/A		
Mount Install Proj Mgmt			N/A		
Mount Install per vehicle			N/A		
ParaPass, 1000 passes, scanner					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Annual System Maintenance and Support Costs

Costs for this recurring annual phase should include labor, license fees, equipment, travel, hosting, web services, and any other costs associated with licensing for all system components; hosting and web services for all system components; ongoing maintenance, support, and training; equipment warranty as applicable; and fare payment media if applicable. Separate tables are provided for subsequent years of the contract, up to a maximum of (5) five years.

Year 1 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$2,400	$600	$570	$480	
Base or Extended Cost	**$2,400**	**$1,200**	**$2,850**	**$960**	**$7,410**
Line Item Component Costs					
Base Maint Support Fee	$2,400				
Vehicle Base Fee			$240		
Automated Scheduling Veh Fee			$180		
Vehicle Maintenance Veh Fee			$60		
User License Base Fee		$600			
ParaScope Tablet App Fee			$90		
Passenger Reminder Fee					
ParaPass Module Fee					
ParaPortal Module Fee					
Cellular Data Plans					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Year 2 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$2,400	$600	$570	$480	
Base or Extended Cost	**$2,400**	**$1,200**	**$2,850**	**$960**	**$7,410**
Line Item Component Costs					
Base Maint Support Fee	$2,400				
Vehicle Base Fee			$240		
Automated Scheduling Veh Fee			$180		
Vehicle Maintenance Veh Fee			$60		
User License Base Fee		$600			
ParaScope Tablet App Fee			$90		
Passenger Reminder Fee					
ParaPass Module Fee					
ParaPortal Module Fee					
Cellular Data Plans					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Year 3 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$2,400	$600	$570	$480	
Base or Extended Cost	**$2,400**	**$1,200**	**$2,850**	**$960**	**$7,410**
Line Item Component Costs					
Base Maint Support Fee	$2,400				
Vehicle Base Fee			$240		
Automated Scheduling Veh Fee			$180		
Vehicle Maintenance Veh Fee			$60		
User License Base Fee		$600			
ParaScope Tablet App Fee			$90		
Passenger Reminder Fee					
ParaPass Module Fee					
ParaPortal Module Fee					
Cellular Data Plans					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Year 4 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$2,400	$600	$570	$480	
Base or Extended Cost	**$2,400**	**$1,200**	**$2,850**	**$960**	**$7,410**
Line Item Component Costs					
Base Maint Support Fee	$2,400				
Vehicle Base Fee			$240		
Automated Scheduling Veh Fee			$180		
Vehicle Maintenance Veh Fee			$60		
User License Base Fee		$600			
ParaScope Tablet App Fee			$90		
Passenger Reminder Fee					
ParaPass Module Fee					
ParaPortal Module Fee					
Cellular Data Plans					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Year 5 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	2	5	2	
Base or Per-Unit Cost	$2,400	$600	$570	$480	
Base or Extended Cost	**$2,400**	**$1,200**	**$2,850**	**$960**	**$7,410**
Line Item Component Costs					
Base Maint Support Fee	$2,400				
Vehicle Base Fee			$240		
Automated Scheduling Veh Fee			$180		
Vehicle Maintenance Veh Fee			$60		
User License Base Fee		$600			
ParaScope Tablet App Fee			$90		
Passenger Reminder Fee					
ParaPass Module Fee					
ParaPortal Module Fee					
Cellular Data Plans					

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Form B.7

Optional Capabilities Cost Details

Request for Qualification Number R207-20

The tables in this form allow Bidders to specify cost details for any of the optional capabilities that may be available with their basic system offerings. Because these costs are not scored, Bidders need not compute how the cost would apply to the representative smaller-sized transit agency described at the beginning of Attachment A. Rather, the tables require that Bidders indicate both base (fixed) and variable (by user, by vehicle, or by calls handled) costs associated with each of the optional capabilities. These may include Startup Costs as well as annual costs.

For any optional capability that is not available with the system, values in the corresponding table should be filled in with "N/A". For capabilities that are available, and are included with the advanced system at no extra charge, cells in the table should be filled in with "0" (indicating free). Finally, for capabilities that are available but only at some additional cost, cells in the table should be filled in with the corresponding startup and annual fixed and variable costs, as applicable.

While the cost information provided in these tables will not be scored, it will be used as a basis for determining prices for any transit agency that chooses to purchase one or more optional capabilities along with the basic scheduling system.

Flex Route Scheduling Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	$4,995			
Year 1 Cost			$240.00	
Year 2 Cost			$240.00	
Year 3 Cost			$240.00	
Year 4 Cost			$240.00	
Year 5 Cost			$240.00	

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SCHEDULE A

Trip Coordination/Brokerage Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	$4995			
Year 1 Cost			$240	
Year 2 Cost			$240	
Year 3 Cost			$240	
Year 4 Cost			$240	
Year 5 Cost			$240	

Customer App Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	$4,995			
Year 1 Cost	$3,000			
Year 2 Cost	$3,000			
Year 3 Cost	$3,000			
Year 4 Cost	$3,000			
Year 5 Cost	$3,000			

FTA-Required Reporting Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	Included	Included	Included	Included
Year 1 Cost	Included	Included	Included	Included
Year 2 Cost	Included	Included	Included	Included
Year 3 Cost	Included	Included	Included	Included
Year 4 Cost	Included	Included	Included	Included
Year 5 Cost	Included	Included	Included	Included

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

GTFS Flex Data Generation Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost			$500	
Year 1 Cost				
Year 2 Cost				
Year 3 Cost				
Year 4 Cost				
Year 5 Cost				

Form A.8
Fixed Hourly Rates

Request for Qualification Number R207-20

Some transit agencies may require additional services not described in the scope of work. Please provide time and material rate categories, and corresponding all-inclusive hourly rates, for all job categories that might be involved in add-on work. These rates shall remain fixed for the life of the contract, including any optional renewal periods.

Job Title	All Inclusive Hourly Rate
Example: Project Manager	$_____per hour
Custom Development	$ 150_____per hour
	$_____per hour
	$_____per hour
	$_____per hour
	$_____per hour
	$_____per hour
	$_____per hour

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

CTS Software TripMaster Sample Quote

For: Columbus Area Transit	5	Vehicles	2	License
Software	**Unit Price**	**Unit**	**Quantity**	**Amount**
TripMaster Software	$5,995.00	Lot	1	$5,995.00
Automated Scheduling Software Per Vehicle Rate	$695.00	Each	5	$3,475.00
Vehicle Maintenance Module Per Vehicle Rate	$100.00	Each	5	$500.00
TripMaster Per License (username/password) Rate	$475.00	Each	2	$950.00
Funding Sources, Fare/Donation Structure and Billing Rate	$0.00	Lot	1	Included
Advacned Management Reports Rate	$0.00	Lot	1	Included
FTA-Required Reporting Rate	$0.00	Lot	1	Included
ParaScope - Tablet Software App Per Vehicle Rate	$695.00	Each	5	$3,475.00
Electronic Pre- and Post Trip Inspection (Inc. w/ParaScope)	$0.00	Each	5	Included
Passenger Reminder Module	$2,995.00	Lot	1	$2,995.00
ParaPass - Fare Collection Module (ParaScope Req.)	$195.00	Each	0	$0.00
			Software Total	**$17,390.00**
Optional Software	**Unit Price**	**Unit**	**Quantity**	**Amount**
Flex Route Module	$4,995.00	Lot	0	$0.00
ParaPortal Module	$4,995.00	Lot	0	$0.00
Trip Coordinated Broker Rate	$4,995.00	Lot	0	$0.00
			Software Total	**$0.00**
Services	**Unit Price**	**Unit**	**Quantity**	**Amount**
Data Acquisition, Conversion and Install	$1,000.00	Lot	1	Included
GTFS Generation	$500.00	Each	0	$0.00



SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

CTS Software - Online Training	$150.00	Session	5	Included
CTS Software - Onsite Training	$400.00	Day	12	$4,800.00
CTS Software - Travel Expenses	$2,000.00	Trips	3	$6,000.00
ParaPass Design, 1000 Passes, In-office Scanner	$500.00	Lot	0	$0.00
			Services Total	**$10,800.00**

Hardware	**Unit Price**	**Unit**	**Quantity**	**Amount**
Samsung Galaxy Tablet Series	$350.00	Each	0	$0.00
Vehicle Mount	$65.00	Each	0	$0.00
Vehicle Charger	$20.00	Each	0	$0.00
Tablet Protective Case	$40.00	Each	0	$0.00
Mount Installation Project Management (Vendor Optional)	$2,600.00	Lot	0	$0.00
Mount Installation (Vendor Optional)	$220.00	Each	0	$0.00
			Hardware Total	**$0.00**

Annual Maintenance and Support	**Unit Price**	**Unit**	**Quantity**	**Amount**
Maintenance and Support Base Fee	$2,400.00	Lot	1	$2,400.00
Vehicle Base Fee	$240.00	Each	5	$1,200.00
Automated Scheduling Vehicle Fee	$180.00	Each	5	$900.00
Vehicle Maintenance Vehicle Fee	$60.00	Each	5	$300.00
License Base Fee	$600.00	Each	2	$1,200.00
ParaScope - Tablet Software App Fee	$90.00	Each	5	$450.00
Passenger Reminder Fee (per 10,000 annual trips)	$480.00	Lot	2	$960.00
ParaPass Module Fee (ParaScope Req.)	$60.00	Each	0	$0.00
Cellular Data Plans (Vendor Provided)	$360.00	Each	0	$0.00
			Annual Maintenance and Support Total	**$7,410.00**

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SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE A

Optional Annual Maintenance and Support	Unit Price	Unit	Quantity	Amount
ParaPortal Module Fee	$3,000.00	Lot	0	$0.00
Flex Route Module Fee	$240.00	Each	0	$0.00
Trip Coordinated Broker Fee	$240.00	Each	0	$0.00
			Optional Annual Maintenance and Support Total	**$0.00**

Software, Hardware and Services Total	**$28,190.00**
Annual Maintenenance and Support Total	**$7,410.00**
First Year Grand Total	**$35,600.00**
Three Year Grand Total	**$50,420.00**

Payment and Milestones. The parties shall agree for progressive payments to be made upon satisfactory completion of the following milestones at the mutual discretion of the Licensee and NDOT:

MAJOR ACTIVITY MILESTONE DESCRIPTION	DUE DATE	PAYMENT SCHEDULE
Signed agreement		
Phase I: System Planning and Design	0-2 weeks from signed agreement	50%
Phase II: System Implementation	2-6 weeks from signed agreement	50%
Phase III: System Maintenance and Support	4-8 weeks from signed agreement	100% Of support services for year one (1) (at a minimum), or month-to-month

Licensor understands and agrees that Licensee is prohibited from providing any type of advance payment. Terms of all payments shall be Net 30.

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B

This Schedule B is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and and **City of Columbus** located at P.O. Box 1677 Columbus, NE. 68602 ("Licensee"), effective as of February 26, 2025 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

1. Support Services/Service Level Agreement

Licensor's maintenance and support services for the Licensor Software are set forth in this Schedule B (collectively, "Support Services"). During the Term of the Agreement, Licensor will provide the following Support Services if and to the extent that the Licensor Software does not operate substantially in accordance with the Documentation.

2. Overview

1.1 This Schedule B is designed to address any needs and issues with respect to the Licensor Software that may be raised by Licensor's customers on an ongoing basis. Licensor's goal is to provide a highly available system that delivers benefits to our customers.

1.2 This Schedule B seeks to provide as much flexibility for Licensor's customers as possible by utilizing user documentation, training manuals and the system knowledge base.

1.3 This Schedule B seeks to provide insight into the processes, procedures, and response target times for customer technical support requests that help Licensor to meet its commitment to all customers.

1.4 Licensor is committed to resolving customer needs and issues quickly and professionally. Customer support issues are resolved by highly skilled software engineers and support specialists, allowing customers to have quick access to persons with the technical ability to solve any needs and/or issues. Support will be handled via phone and email in the event that Licensor's support specialists are not at the customer site.

1.5 The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and solving customer needs and issues. Every support request is logged into the system and is accessible by all Licensor's support specialists.

1.6 During and after scheduled down-time Licensor's support specialists are on "high alert" to ensure that any issues, questions, or support requests from the customer are handled and resolved as promptly as possible.

1.7 Customer support is available 24 hours a day, 7 days a week.

3. Assignment of Support Request Severity

When a customer has opened a support request and reaches a support specialist, the specialist will assess the severity of the request based on the customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Table 1 - Severity Definitions		
Severity		**Criteria**
Critical		Customer's production system is down.

		Foxster Solutions product is unusable resulting in total disruption of work or other critical business impact. No workaround is available.
High		Major feature/function failure. Operations are severely restricted. A workaround is available.
Medium		Minor feature/function failure. Product does not operate as designed, minor impact on usage, acceptable workaround is available.
Low		Minor issue. Documentation, general information, enhancement request, etc.

4. Response and Resolution Targets

Licensor's Support Services response and resolution targets are described below:

Response: When Licensor's Support Services personnel receive a support request, a support specialist will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and the support specialist has a clear understanding of, and the ability to reproduce or identify from the system log, the issue at hand ("Support Request").

E-Mail: An automated e-mail reply will be sent immediately after receiving an e-mail Support Request. A support specialist will reply to the e-mail with a Support Request ID # and a time frame when to expect a response or contain a request for additional information.

Phone: A support specialist will answer the call or respond to a call that has gone to voice mail, document product specific information in the support request, provide the customer with a Support Request ID # and begin support activities.

Resolution: An answer, fix or a satisfactory workaround to the question (s) raised and/or issue(s) identified in the Support Request.

Solution: The long-term resolution to the question (s) raised and/or issue(s) identified in the Support Request, issue, or question.

Table 2 - Response and Resolution Targets

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
Critical	1 Business Hour	Within 4 hours from actual response.	• Satisfactory workaround is provided. • Product patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Solution Library.
High	8 Business Hours	Within 36 hours from actual response.	• Satisfactory workaround is provided. • Product patch is provided.

			• Fix incorporated into future release. • Fix or workaround incorporated into Licensor's collection of Licensor Software Solutions ("Solution Library").
Medium	24 Business Hours	Within 15 Business Days.	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Solution Library. • Fix incorporated into future release.
Low	72 Business Hours	Within 30 Business Days.	• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME). • Fix or workaround incorporated into Solution Library.

5. Assignment of Service Request Status

When a customer contacts Licensor's Support Services personnel and requests help to resolve a question or an issue, a Support Request is opened. The following table describes the possible status that may be assigned to a Support Request.

Table 3 - Service Request Status Definition

Status		**Criteria**
New		A Support Request has just been submitted. It may be assigned to an individual or a queue. Support specialist has not responded yet to customer.
Working		Support specialist has responded to the customer regarding the receipt of the Support Request and is actively pursuing a resolution.
On Hold		Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated		A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed		Closed status reflect that: The customer and the support specialist agree that a satisfactory resolution has been provided, or

SOFTWARE LICENSE AND SERVICES AGREEMENT
SCHEDULE B

		The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded. Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC, dba CTS Software	**City of Columbus**
Signature:	Signature:
Printed Name: Amie L. Green	Printed Name:
Title: Finance Director	Title:
Date:	Date:

CTS Software Response to RFQ for Nebraska DOT - Advanced

TripMaster

by

CTS SOFTWARE

TripMaster powered by CTS SOFTWARE

CTS SOFTWARE

CTS Software

TripMaster

PO BOX 57

Swansboro, NC. 28584

Technical Advanced Proposal

Request For Qualifications For

Contractual Services

RFQ# R207-20

Basic Transit Scheduling Software

by

NEBRASKA DEPARTMENT OF TRANSPORTATION

1. Table of Contents

Technical 0

Advanced Proposal 0

1. Table of Contents 1

2. Introduction 3

    Letter of Transmittal 3

    Project Understanding 4

    100% Compatible 5

    Transit-Specific Improvements 6

3. Form A 7

4. Request for Qualification for Contractual Services 8

5. Debarment Certification 9

6. Lobbying Certification 11

7. II. Terms and Conditions 12

8. Contractor Duties 22

9. Payment 32

10. Corporate Overview 35

    37 Years of Qualifications 35

    Understanding of FTA and other Regulatory Requirements 36

    Project Management and Staffing 36

    Biographical Sketches 37

    Project Management and Staffing 48

11. Project Requirements 49

    Training guide 50

    Technical Roadmap 52

    Software Maintenance Updates/Upgrades 59

    System Architecture 64

12. Technical Requirements 67

    System Architecture/Data Management 67

    Demand Response 67

    Intelligent Automated Scheduling 68

CAD/AVL....69
Operator Generated Messages....70
Mobile Data Terminals (MDT)....70
Electronic Pre- and Post-Trip Inspections....72
Passenger Reminder Module....73
Vehicle Maintenance Module....74
Electronic Bus Pass/Ticketing Module (ParaPass)....75
Reporting....76
13. Optional Capabilities....140
Fixed/Deviated Fixed/Flag Stop....140
Mobile App/Online Rider Trip Management....143
14. Acknowledgment of Addendums....148
15. Appendices....149

2. Introduction

Letter of Transmittal

Ms. Brandy Henke | Nebraska Department of Transportation | Operations Division

CTS Software is pleased to submit our response to the Nebraska DOT request for qualifications for transit scheduling software. Our company has provided software products, upgrades, and technical support to the public transportation industry since the mid-1990's, and we have a keen understanding of small, medium and large transit systems business and IT needs. We help maximize efficiency, maintain excellent customer service to ridership, and provide a great work atmosphere for employees.

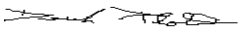
Begun as CTS Management Company, Inc., in 1982, our company managed various transportation properties in the southern United States. Eventually, CTS leadership recognized that the real deficit was a strong software set to manage an ever-growing profession and began producing transportation management software in 1986. A few years later, CTS Software incorporated solely to provide dynamic, user-friendly software created in the real transit world. In 2017, CTS was acquired by Foxster Solutions, Inc., a company headed up by two of CTS' most established employees and continues to operate as CTS Software. Throughout our history, we have worked with providers who have as few as one vehicle and as many as 250—that diversity allows us to tailor solutions to any organization's needs.

Our flagship web-based solution is TripMaster—powerful, flexible, completely scalable, and feature-rich. This proposal includes a suite of effective modules to ensure that we will meet Nebraska DOT's needs now, as your demands change, and goals are met. We've gone to great lengths to design an overall feel and business logic that proves our commitment and dedication to you–plus a 100% satisfaction guarantee.

CTS Software truly believes—based on knowledge of the industry, coupled with years of service to providers exactly like those in Nebraska—that we are the perfect solution for the state. We are most proud of our family-style commitment to customer service, and our customers will tell you that they appreciate reaching a real live person, who knows them by name, on the phone 24/7 if they ever need help.

To the best of our knowledge and belief, the enclosed response is accurate in all respects and organized in the manner requested by Nebraska DOT In closing, we would again like to thank you for this opportunity, and we look forward to a favorable response that allows a mutually beneficial relationship for many years to come.

Sincerely,



Derek Platow

Director of Business Development

800-704-0064



Project Understanding

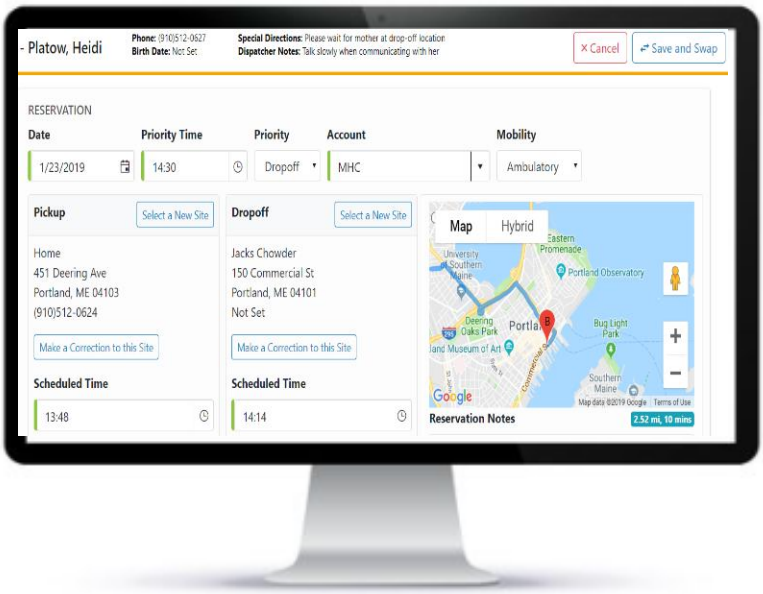
CTS Software's TripMaster software has been recognized by many as the most intuitive, complete management system for the public transit industry. CTS's solution for Nebraska DOT includes the required scheduling and dispatching functionalities needed to reach the project objectives.

When utilizing the intelligent automated scheduling module, systems achieve a higher county of passenger trips per hour. Not only increasing the number of trips per hour but also decreasing deadhead miles, drive time and in some cases the number of vehicles needed on daily basis.

CTS Software is proposing TripMaster's demand response, fixed route, deviated fixed route and flag stop application. This is one application with all the components built in. With the understanding that multiple agencies throughout King County are seeking to operate cohesively and that data will need to be managed separately but also together, TripMaster allows for transit systems to easily accomplish this operational structure through ways of "Provider" filtering.

TripMaster gives reservationist a visually pleasing, super responsive and intuitive reservation process. Late in 2018, CTS's development team released a newly designed, cutting edge reservation screen to enhance the reservation taking process based on customer feedback and use. TripMaster calculates direct drive time and distance automatically, displays a map from point A to point B and has many more effective tools on this primarily used screen. Whether you are creating a one-time reservation or a recurring reservation, TripMaster will exceed expectations of the Nebraska DOT reservation process.

> **team is dedicated to customizing**
>
> It goes to show how your team is dedicated to customizing the software to meet our agency's needs.
>
> - Exceptional Persons, Inc. IA



100% Compatible

Our proposed system meets all core requirements using some of the most proven systems available and enables cost effective integration with additional optional technologies. Our experience in system integration is 100% compatible with the integrations requested of the onboard hardware and the important phased approach. We are proposing a solution that fully delivers on the objectives and outcomes detailed in the RFP. The main purpose of any transit service is to serve your riders and clients by improving their overall experience while reducing your cost.

Transit-Specific Improvements

Trip Master is specifically designed for paratransit, NEMT, demand-response, fixed route, deviated fixed route, shuttle service and livery transit operations. Having worked for many years in these industries, we have put significant development time into making the software easy to use and the learning process smooth and intuitive. We have built-in functionality to allow your company to add riders, sites, accounts, and more while on the phone with the client, which makes the scheduling and client registration process quick and easy.

Our experience providing software has positioned us to meet the ever-changing needs of transit providers across the country. Our software is designed to be as scalable, flexible and dynamic as possible, allowing us to make changes quickly to suit the needs of our customers and the industry as a whole. As an example, our reporting engine allows the end user to customize each report and bill to fit their specific needs.

Regardless of which Trip Master features your company chooses, you can build and customize as your needs change, without having to relearn systems with each upgrade. Our robust reporting engine allows companies to monitor productivity and use real measures to evaluate every aspect of operations, particularly in a time when Medicare, state Medicaid, payer, and access legislation and regulations that affect the paratransit industry are changing rapidly.

3. Form A

Form A

Contractor Qualification Point of Contact

Request for Qualification Number R207-20

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Foxster Opco, LLC. dba CTS Software
Contractor Address:	PO Box 57 Swansboro, NC. 28584
Contact Person & Title:	Derek Platow – Director of Business Development
E-mail Address:	dplatow@cts-software.com
Telephone Number (Office):	(800) 704-0064
Telephone Number (Cellular):	(910) 512-0624
Fax Number:	(866) 244-4351

Each Contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Foxster Opco, LLC. dba CTS Software
Contractor Address:	PO Box 57 Swansboro, NC. 28584
Contact Person & Title:	Derek Platow – Director of Business Development
E-mail Address:	dplatow@cts-software.com
Telephone Number (Office):	(800) 704-0064
Telephone Number (Cellular):	(910) 512-0624
Fax Number:	(866) 244-4351

4. Request for Qualification for Contractual Services

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Qualification for Contractual Services form, the Contractor guarantees compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that Contractor maintains a drug free workplace.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

Firm:	Foxster Opco, LLC. dba CTS Software
Complete Address:	PO Box 57 Swansboro, NC. 28584
Telephone Number:	(800) 704-0064
Fax Number:	(866) 244-4351
Date:	
Signature:	
Typed Name & Title of Signer:	Derek Platow – Director of Business Dev.

5. Debarment Certification

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Non procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non procurement)," 2 CFR part 180,

2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

(1) Debarred;

(2) Suspended;

(3) Proposed for debarment;

(4) Declared ineligible;

(5) Voluntarily excluded; or

(6) Disqualified.

b. Its management has not within a three (3) year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction;

(2) Violation of any Federal or State antitrust statute; or

(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification.

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA.

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds $25,000,

(2) Is for audit services, or

(3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

a). Debarred from participation in its federally funded Project; 4

b). Suspended from participation in its federally funded Project;

c). Proposed for debarment from participation in its federally funded Project;

d). Declared ineligible to participate in its federally funded Project;

e). Voluntarily excluded from participation in its federally funded Project; or

f). Disqualified from participation in its federally funded Project; and

(3) It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: __Foxster Opco, LLC. dba CTS Software _____

Signature of Authorized Official: _____ Date: _____

Name and Title of Contractor's Authorized Official: __Derek Platow – Director of Business Development _

6. Lobbying Certification

A. FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Derek Platow – Director of Business Development, hereby certify
(Name and title of official)

On behalf of Foxster Opco, LLC. Dba CTS Software that:
(Name of Bidder/Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Foxster Opco, LLC. Dba CTS Software

Type or print name: Derek Platow

Signature of authorized representative: _____ Date: _____

Signature of notary and SEAL: _____

7. II. Terms and Conditions

Contractors must complete Section II as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in any contract with a Transit Agency in Nebraska that is procured based on prequalification under this solicitation. The State will not consider incorporation of any document not submitted with the Contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Prequalification Award has been negotiated and agreed to, the Addendum to Prequalification Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's or local Agency's clause shall control.

A. General

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			Foxster Opco, LLC dba CTS Software's service agreement is included on the provided USB Flash Drive as Doc: Foxster Opco, LLC. dba CTS Software Sample Service Agreement

Any contract resulting from prequalification under this solicitation shall incorporate the following documents:

1. Request for Qualification and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract; and,
7. The purchasing Transit Agency's contract documents.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. Notification

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Contractor and individual agencies purchasing through this procurement shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of a purchasing Transit Agency. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State or a Transit Agency to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) any contracts between a Transit Agency and a Contractors based on

prequalification under this solicitation will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the Transit Agency does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of a contract based on this solicitation, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the purchasing Transit Agency and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of the Contractor and the purchasing Transit Agency.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The purchasing Transit Agency and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the Transit Agency may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The purchasing Transit Agency shall not incur a price increase for changes that should have been included in the Contractor’s proposal, were foreseeable, or result from difficulties with or failure of the Contractor’s proposal or performance.

No change shall be implemented by the Contractor until approved by the purchasing Transit Agency, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but

both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with the purchasing Transit Agency and the Contractor retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the purchasing Transit Agency reserve the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of the purchasing Transit Agency*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The purchasing Transit Agency may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The purchasing Transit Agency may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the purchasing Transit Agency. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The purchasing Transit Agency may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the purchasing Transit Agency does not forfeit any rights or remedies to which it is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the purchasing Transit Agency may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the purchasing Transit Agency may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The purchasing Transit Agency may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the purchasing Transit Agency may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The purchasing Transit Agency's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the purchasing Transit Agency, and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the purchasing Transit Agency for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the purchasing Transit Agency which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the purchasing Transit Agency gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the purchasing Transit Agency's use of the Licensed Software without the purchasing Transit Agency's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the purchasing Transit Agency's use of any intellectual property for which the Contractor has indemnified the purchasing Transit Agency, the

Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the purchasing Transit Agency's behalf to provide the necessary rights to the purchasing Transit Agency to eliminate the infringement, or provide the purchasing Transit Agency with a non-infringing substitute that provides the purchasing Transit Agency the same functionality. At the purchasing Transit Agency's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the purchasing Transit Agency may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81- 8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, Contractors or assigns or by third persons, shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the purchasing Transit Agency in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor shall allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this RFP. The terms and conditions, including price, may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this RFQ. The terms and conditions, including price, of this RFQ shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this RFP.

Q. FORCE MAJEURE

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

S. EARLY TERMINATION

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The contract may be terminated as follows:

1. The purchasing Transit Agency and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The purchasing Transit Agency, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The purchasing Transit Agency may terminate the contract immediately for the following reasons:
   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code; g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:
1. Transfer all completed or partially completed deliverables to the purchasing Transit Agency;
2. Transfer ownership and title to all completed or partially completed deliverables to the purchasing Transit Agency; 3. Return to the purchasing Transit Agency all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the purchasing Transit Agency have no legal claim.

8. Contractor Duties

Contractors must complete Section IV as part of their proposal. Contractor is expected to read the Contractor Duties and should initial either accept, reject, or reject and provide alternative language for each duty. The Contractor should also provide an explanation of why the Contractor rejected the duty or rejected the duty and provided alternate language. By signing the solicitation, Contractor is agreeing to comply with all of the accepted duties, and any proposed alternative duties submitted with the proposal.

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State or the purchasing Transit Agency; they shall not be considered employees of the State or the purchasing Transit Agency and shall not be entitled to any compensation, rights or benefits from the State or the purchasing Transit Agency, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the purchasing Transit Agency. Replacement of these personnel, if approved by the purchasing Transit Agency, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a

subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:
1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the purchasing Transit Agency.

The purchasing Transit Agency reserve the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee. Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of the contract executed with the purchasing Transit Agency.

The Contractor shall include a similar provision, for the protection of the purchasing Transit Agency, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other Contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed throughout the first three (3) years of the prequalification period. After this first three (3) year period, the pricing form allows for an annual increase in prices for the subsequent two (2) years of the prequalification period and any additional years

under contract with each purchasing Transit Agency. Any request for a price increase subsequent to the third year of the prequalification period shall not exceed four percent (4%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Nebraska Department of Transportation a minimum of 120 prior to the end of the current contract period. Documentation may be required by the State to support the price increase. Page 30 Boilerplate | 07012019 **The State reserves the right to deny any requested price increase. No price increases are to be billed to any Agency prior to written amendment of the contract by the parties. The State will be given full proportionate benefit of any decreases for the term of the contract.**

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required. For any subsequent contract with a purchasing Transit Agency, the State reserves the right to review the cost for consistency with the cost proposal structure submitted for this prequalification solicitation.

H. PERMITS, REGULATIONS, LAWS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The State or the purchasing Transit Agency shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State or of the purchasing Transit Agency pursuant to this contract.

The State or the purchasing Transit Agency shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State and any purchasing Transit Agency a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on a contract with a purchasing Transit Agency until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor; 2. Require each subcontractor to have equivalent insurance and provide written notice to any purchasing Transit Agency that the Contractor has verified that each subcontractor has the required coverage; or, 3. Provide any purchasing Transit Agency with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of any purchasing Transit Agency to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, any purchasing Transit Agency may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly

to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the purchasing Transit Agency, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the purchasing Transit Agency shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the purchasing Transit Agency."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the purchasing Transit Agency as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the purchasing Transit Agency shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Transportation
Attn: Brandy Henke
5001 S. 14th Street
Lincoln, NE 68512

These certificates or the cover sheet shall reference the RFQ number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the purchasing Transit Agency is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the purchasing Transit Agency. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The purchasing Transit Agency may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the purchasing Transit Agency does not forfeit any rights or remedies to which the purchasing Transit Agency is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. ANTITRUST

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor hereby assigns to the purchasing Transit Agency any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

M. CONFLICT OF INTEREST

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Qualification or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State and any purchasing Transit Agency will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE AND/OR TRANSIT AGENCY PROPERTY

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor shall be responsible for the proper care and custody of any State or Transit Agency-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse

the State and the purchasing Transit Agency for any loss or damage of such property; normal wear and tear is expected.

O. SITE RULES AND REGULATIONS

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on the premises of any purchasing Transit Agency. If the Contractor must perform on-site work outside of the daily operational hours set forth by a purchasing Transit Agency, it must make arrangements with the purchasing Transit Agency to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the purchasing Transit Agency on the basis of lack of access, unless the purchasing Transit Agency fails to provide access as agreed to in writing between the purchasing Transit Agency and the Contractor.

P. ADVERTISING

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State or any purchasing Transit Agency. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State and any purchasing Transit Agency.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, any purchasing Transit Agency may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

R. DISASTER RECOVERY/BACK UP PLAN

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State or to any purchasing Transit Agency, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

S. DRUG POLICY

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State or to any purchasing Transit Agency.

T. WARRANTY

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

9. Payment

Contractors must complete Section V as part of their proposal. Contractor is expected to read the Payment terms and should initial either accept, reject, or reject and provide alternative language for each term. The Contractor should also provide an explanation of why the Contractor rejected the term or rejected the term and provided alternate language. By signing the solicitation, Contractor is agreeing to comply with all of the accepted terms, and any proposed alternative terms submitted with the proposal.

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

Each sub-recipient is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Invoices for payments must be submitted by the Contractor to the purchasing Transit Agency requesting the services with sufficient detail to support payment. The appropriate point of contact for invoicing at a purchasing Transit Agency should be specified as part of the contract between the purchasing Transit Agency and the Contractor.

As described next in Section VI, a full project will include three phases: an initial System Planning and Design Phase, a subsequent System Implementation Phase, and then a System Maintenance and Support Phase.

Contractors may submit their first invoice for the full cost of the System Planning and Design Phase once all related deliverables have been completed and accepted. This includes a system deployment plan, a system acceptance test plan, and a system maintenance and support plan. Contractors may submit their second invoice for the full cost of the System Implementation Phase once all implementation tasks and deliverables have been completed and accepted. This includes configuration and deployment of all scheduling software, installation and configuration of any hardware components, system documentation and manuals, training materials, initial onsite training of agency staff, and user acceptance testing. Note that Contractors need not complete the follow-up onsite training, which will be scheduled to occur 60 to 90 days after installation, to submit this invoice, though it is expected that the Contractor will complete this follow-up training to remain in compliance with contract terms.

Finally, Contractors may submit annual invoices for System Maintenance and Support Phase at the beginning of each maintenance and support period. For the first year, this will occur at completion of the system implementation phase, and will then occur annually thereafter for each additional contracted year of maintenance and support.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon any purchasing Transit Agency, and no action by a purchasing Transit Agency, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or stopping the purchasing Transit Agency with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the purchasing Transit Agency as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Final inspection and approval of all work required under the contract shall be performed by the designated purchasing Transit Agency officials.

The purchasing Transit Agency and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (initial)	Reject (initial)	Reject & Provide Alternative within Solicitation Response (initial)	NOTES/COMMENTS:
DP			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). A purchasing Transit Agency may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall a purchasing Transit Agency be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

A purchasing Transit Agency's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the purchasing Transit Agency may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The purchasing Transit Agency will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the purchasing Transit Agency to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State and the purchasing Transit Agency shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State and the purchasing Transit Agency to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State and the purchasing Transit Agency may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State and the purchasing Transit Agency at Contractor's place of business or a location acceptable to all Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State and the purchasing Transit Agency reserve the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the purchasing Transit Agency. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the purchasing Transit Agency and the State for the total costs of the audit. Overpayments and audit costs owed to the State or purchasing Transit Agency shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

10. Corporate Overview

37 Years of Qualifications

CTS (Community Transit Systems) Software has been directly involved in the public transit industry since 1982. From 1982 until 1993, we managed transit properties in the United States. As part of our management contracts, we also assisted our properties in the preparation of Federal grants for vehicles, equipment, and operating funds. As with all transit operations receiving federal funds, we ensured that all our operations complied with the rules and regulations of the American with Disabilities Act of 1990.

While operating and managing these systems, we realized the need for functional, user-friendly transit software. We reviewed many products available at that time and while we saw many helpful features and benefits, no single provider had the package to meet the entire array of our needs. Thus, in 1986, CTS began in-house production of proprietary transportation management software. We knew we had real and practical business logic and industry experience, and consequently knew what was required of a software package. We hired programmers and began developing the products based on what we knew was needed in the transportation industry.

In 1993, we sold the transit management portion of our business to focus solely on our software products. To reflect this new focus, we incorporated under the name CTS Software and started marketing our products nationwide, confident that they would meet the needs of our current and potential customers across the country.

> more **efficient** with **scheduling**
>
> Working with CTS and TripMaster has made our transit department more efficient with scheduling, reporting and overall ease of our daily operations
>
> – Allen COA, FL.

CTS Software remains optimistic that our history and practical experience is reflected thorough the understanding of this overall project. Our years of applied knowledge and experience, coupled with the experiences of hundreds of satisfied customers, will help ensure you that we will bring something special to the project that no other vendor can offer.

Understanding of FTA and other Regulatory Requirements

As previously mentioned, CTS Software has extensive experience operating transit properties and providing software to systems operating under the auspices of the FTA. We work proactively with our customers to ensure that we are kept apprised of all changes to relevant FTA regulations and other pertinent federal, state, and local regulatory requirements.

Project Management and Staffing

Our project management team for this proposal includes veterans of both the transit industry and information technology development. CTS Software's organizational structure is divided into three categories: Business Development, Software Development and Services. We've selected to identify only the most prevalent personnel for the purpose of this proposal. Their knowledge, experience and dedication have and continue to lead CTS Software and our customers to growth and success. This team of transit professionals will position your agency with a true understanding of TripMaster by identifying your current challenges, desires and vision of the future to streamline your day-to-day operations for efficiency and give you the solution you are looking for.

Biographical Sketches



Adam Fox

Chief Executive Officer

Adam Fox has a bachelor's degree in Business Administration from The University of North Carolina at Wilmington with a double major in Management and Marketing. He has been with CTS Software since 2002, where he has focused on developing strong customer relations as well as training and technical support. Because of his daily one-on-one contact with clients, Adam was put in charge of overseeing the development Trip Master. Since the inception of this project, he has worked hard to keep the simplicity that the users of previous versions love, while adding technical aspects that today's paratransit operators require. He is also a certified trainer for all of CTS Software's products and will be one of multiple project managers should CTS be selected through this bid.



Bryan Foster

Chief Technology Officer

Bryan Foster has a bachelor's degree in Computer Science from The University of North Carolina at Wilmington with a concentration in Business Applications. After graduating from UNCW, he was hired by their Computer Science department to support the Business Application department. He began developing for CTS in 2006, where he has since overseen developing web-based and mobile applications, supporting server framework and maintenance, and managing staff and contract software developers.

such service
builds
great working
relationships

I want to compliment CTS for the excellent service. Their training team worked long hours with each of our staff members, ensuring they all were comfortable...such service builds great working relationships

- Big Bend Transit, FL.



Derek Platow

Director of Business Dev.

Derek has a degree in Business with a primary focus in communication studies. Through his work in the transit industry, he has developed a multi-faceted knowledge of operations, including dispatching, management, marketing, and sales. Derek has been with CTS Software since 2010. His deep understanding of client needs is crucial to customer support and on-site training, and his dedication and positive attitude reflect not only the CTS brand, but also the customers experiencing the software in their operation. Derek will be the project manager for the state of Nebraska as his experience with Norfolk Public Transit and with other statewide bids has provided a positive and successful experience for all transit systems involved.



Jon Hooks

Senior Technical Support

Jon holds a BBA in Management Information Systems from The University of North Carolina at Wilmington and joined CTS in 2011 as a technical support specialist. He has an encyclopedic knowledge of Trip Master and ParaScope, and his is likely the first voice customers hear when calling in with questions and feedback. Before coming on board with CTS, he worked with SellEthics Marketing Group, Inc. as a route management account representative, and with FedEx's Ground Delivery division. He will be the lead tech support manager for the state of Nebraska, should CTS be selected through this bid.



Jon Cooper–Senior Developer

Jon has a bachelor's degree in Computer Science from Ball State University and joined CTS in 2009 as a developer and software architect, bringing more than a decade of experience as a software developer. Before joining CTS, he owned and managed a consulting company for 10 years, placing and managing over 40 developers in software projects throughout Indianapolis, IN, and surrounding communities. Prior to starting his consulting company, Jon worked for an array of software consultancies in Indianapolis. He will be the lead developer for the state of Nebraska, should CTS be selected through this bid.



Amie Green–Finance Director

Amie joined CTS in 2013 as the company's finance director, and manages accounts receivable and payable, all aspects of payroll and human resources, provides backup customer phone support, and maintains customer files and administrative communications. Amie is the administrative glue that binds CTS together. She brings a 25-year history of accounting, business administration, and sales with an array of industries, and is expertly knowledgeable about the administrative intricacies of small- to medium-sized businesses. Amie will be responsible for contracts and accounts receivable for the state of Nebraska.



Jesse Ellis–Lead Trainer

Jesse is responsible for determining the appropriate technical trainer for each new TripMaster client. His roles here at CTS include onsite Trip Master training, software testing, and upkeep of Trip Master’s online training resources. His experience in training and dedication to customer service translates to high-level results and satisfied customers. For this project, Jesse will lead the technical training phase alongside many other technical trainers assigned their individual projects in the state of Nebraska.

B.1

CO #	Corporate Overview Element	Response:
Contractor Identification and Information		
CO.1	The Contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Contractor is incorporated or otherwise organized to do business, year in which the Contractor first organized to do business and whether the name and form of organization has changed since first organized.	Foxster Opco, LLC dba CTS Software PO Box 57 Swansboro, NC. 28587 CTS Management establish 1982 CTS Software established 1986
Financial Statements		
CO.2	The Contractor should provide financial statements applicable to the firm. If publicly held, the Contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the Contractor's financial or banking organization. If the Contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly	CTS Software is not a publicly held corporation. Financial statements have not been included in this proposal. CTS Software has been in business for over 30 years and have experienced year over year growth of over 50% in the last 3 years. If there are still concerns over our financial health please let us know and we can provide financial statements separately upon your confirmation they will be kept confidential and not made public or shared with anyone outside the evaluation committee. **Size of company**: 20-50 employees

CO #	Corporate Overview Element	Response:
	held firm should provide a banking reference. The Contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.	**Client base**: 400-500 customers across the United States **Expertise**: Software for small and medium rural transit systems **Banking Reference:** Jeanine Barco, Receptionist/Administrative Assistant for Commercial Banking Admin. WebsterBank 185 Asylum St., City Place II, 5th Floor Hartford, CT. 06103 Office: 860-692-1651 Fax: 860-692-1669 Email: jbarco@websterbank.com
Change of Ownership		
CO.3	If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor(s) will require notification to the State.	N/A
Office Location		
CO.4	The Contractor's office location responsible for performance pursuant to an award of a contract based on this solicitation should be identified.	Foxster Opco, LLC. PO Box 57 Swansboro, NC. 28587

CO #	Corporate Overview Element	Response:
Relationship with the State		
CO.5	The Contractor should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the Contractor's proposal response has contracted with the State, the Contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.	CTS Software has not contracted directly with the state of Nebraska. However, CTS Software is currently contracted with Community Concern of Norfolk (Norfolk Public Transportation).
Contractor's Employee Relations to State		
CO.6	If any Party named in the Contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the Contractor or is a subcontractor to the Contractor, as of the due date for proposal submission, identify all such persons by name, position held with the Contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict	N/A
Contractor Performance		
CO.7	If the Contractor or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due	N/A

CO #	Corporate Overview Element	Response:
	to the Contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Contractor or litigated and such litigation determined the Contractor to be in default. It is mandatory that the Contractor submit full details of all termination for default experienced during the past three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the Contractor's position on the matter. The State will evaluate the facts and will score the Contractor's proposal accordingly. If no such termination for default has been experienced by the Contractor in the past three (3) years, so declare. If at any time during the past three (3) years, the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.	
Summary of Contractor's Corporate Experience		
CO.8	The Contractor should provide a summary matrix listing the Contractor's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the Contractor during its evaluation of the proposal. The Contractor should address the following: i. Provide narrative descriptions to highlight the similarities between the Contractor's experience and this solicitation. These descriptions should include: a) The time period of the project; b) The scheduled and actual completion dates; c) The Contractor's responsibilities; d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and e) Each project description should identify whether the work was	Ohio Department of Transportation ITB (Invitation to Bid) # 142-17 Location: Ohio Statewide (34 Rural Transit Systems) Commodity: Transit Scheduling and Dispatching Software Systems Contact: Jane Miller ODOT T2O Consultant A-Z Consultant Services

CO #	Corporate Overview Element	Response:
	performed as the prime Contractor or as a subcontractor. If a Contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects. iii. If the work was performed as a sub bidder, the narrative description should identify the same information as requested for the Bidder above. In addition, sub bidders should identify what share of contract costs, project responsibilities, and time period were performed as a sub bidder.	Email: jmiller@a-zconsultantservices.com Phone: 614-562-7692 Summary: In 2016 the Ohio Department of Transportation released an ITB specific to the rural transit providers in the state to procure transit software. • Written proposals were submitted and reviewed • Presentations were performed in Columbus, OH. with all DOT officials and representatives from each transit systems • Evaluation cards were completed by representatives from each transit system. • DOT officials evaluated presentations and writing proposals • Three (3) vendors were selected as approved and qualified • Each transit system evaluated each vendor and selected who they preferred to contract with. Result: Three (3) software vendors were selected including CTS Software TripMaster. CTS Software then contracted with 22 of the 34 rural transit systems as the prime contractor. --- South Carolina Joint Procurement Invitation for Bid (IFB) # 030118 Location: Conway, SC

CO #	Corporate Overview Element	Response:
		Commodity: Dispatching & Scheduling Software System Contact: Kevin Parks Grants & Procurement Manager Email: kparks@coastrta.com Phone: 843-438-3015 Summary: In 2018 South Carolina DOT supported the IFB for Waccamaw RTA to be the lead agency on a Join Procurement including a total of 14 transit systems. • Vendor Fair was organized for all interested transit systems to review and learn more about each software vendor. • Written proposals were submitted and reviewed • Four (4) software vendors were qualified and approved for the project. • Each transit system evaluated each vendor and selected who they preferred to contract with. Result: Four (4) software vendors were selected including CTS Software TripMaster. CTS Software then contracted with 5 of the 14 transit systems as the prime contractor.

CO #	Corporate Overview Element	Response:
		Macoupin County Public Health Department Location: Conway, SC Commodity: Scheduling/Dispatching Software & Other ITS Systems Contact: Kent Tarro Macoupin County Public Transportation Program Director Email: ktarro@mcphd.net Phone: 217-854-3223 Summary: In 2017 the Illinois DOT supported the RFP for Macoupin County Public Health Department to be the lead agency on a Join Procurement including a total of 7 transit systems. • Written proposals were submitted and reviewed • Onsite presentations were preformed in a group setting for all interested transit systems. • Two (2) software vendors were qualified and approved for the project. • Each transit system evaluated each vendor and selected who they preferred to contract with.

CO #	Corporate Overview Element	Response:
		Result: Two (2) software vendors were selected including CTS Software TripMaster. CTS Software then contracted with 6 of the 7 transit systems as the prime contractor.
Summary of Contractor's Proposed Personnel/Management Approach		
CO.9	The Contractor should present a detailed description of its proposed approach to the management of the project. The Contractor should identify the specific professionals who will be involved in any contract resulting from this solicitation. The names and titles of the team proposed should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. The Contractor should provide resumes for all personnel proposed by the Contractor to work on any projects stemming from this solicitation. The State will consider the resumes as a key indicator of the Contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.	Please refer to pages 36 – 40 **Project Management and Staffing**

CO #	Corporate Overview Element	Response:
Subcontractors		
CO.10	If the Contractor intends to subcontract any part of its performance hereunder, the Contractor should provide: i. name, address, and telephone number of the subcontractor(s); ii. specific tasks for each subcontractor(s); iii. percentage of performance hours intended for each subcontract; and iv. total percentage of subcontractor(s) performance hours.	N/A

11. Project Requirements

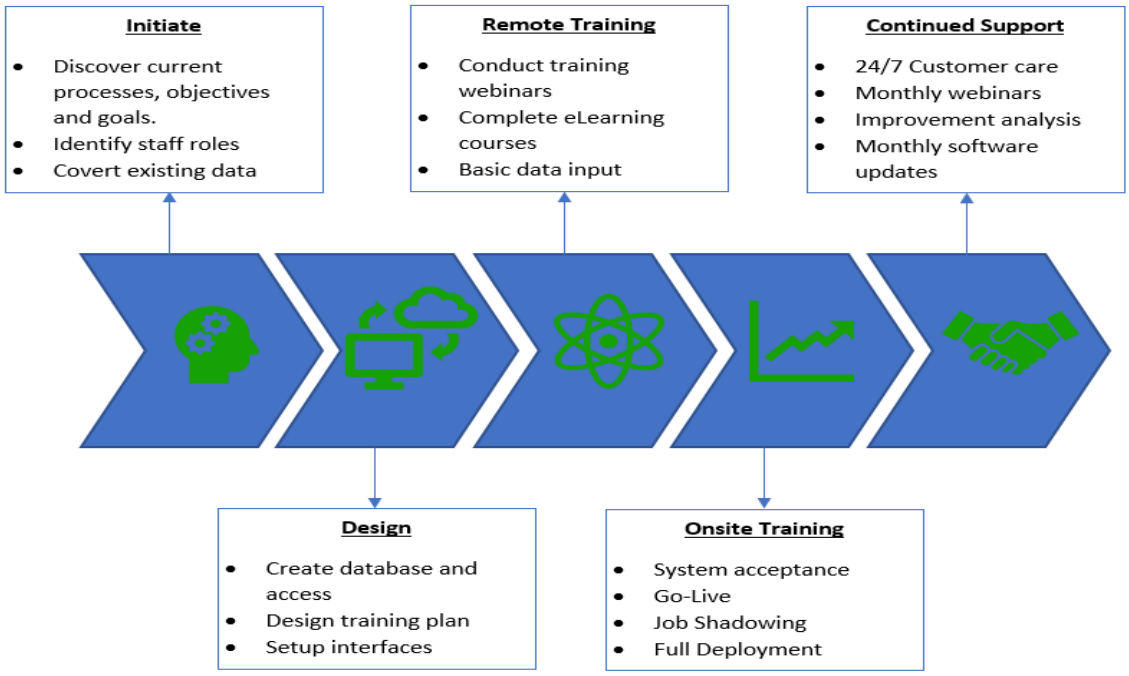
Training methodology

CTS Software will provide both onsite training and remote, online training for this proposal. We will conduct a series of five (5) online webinars using Go To Meeting during the initial system setup phases. This process allows for the TripMaster users to become familiar with basic data input, navigation and overall feel of the software prior to onsite training and go-live. Once onsite, your technical trainer(s) will work directly with the licensee's project manager and all other staff by what is known as "job shadowing". We believe in understanding your operation and fitting the software in to your world rather than you having to fit in to the software.

Implementation Plan		
Tasks	Day	Duration (days)
Signed Agreement	1	1
Kickoff Call	3	1
Data Conversion and Access to TripMaster	3	3
Access Provided to Online Training Portal	3	3
Testing of Access	4	2
Complete Getting Started & Master Pages	6	3
Master Pages Training Session 1	9	1
Complete Subscription & Daily Schedule	10	3
Subscription & Daily Schedule Training Session 2	13	1
Tablets Ordered Deadline	13	1
Install ParaScope On Tablets	13	3
Complete Remaining Online Training Portal	14	7
One-On-One Training Session 3	16	1
One-On-One Training Session 4	19	1
All Drivers Watched Training Video	19	6
Testing Period	19	10
Errors, Corrections, and Fixes	19	10
Final Testing	23	6
One-On-One Training Session 5	24	1
Onsite Training / Go Live / Week 1	27	5
Acceptance	30	1
Onsite Training / Week 2	45-60	5

Training guide

This guide sets expectations for the upcoming steps of implementation. Each step gives you a general idea of both the "when" and the "who" in the contracting, setup, and go-live processes. Please use this as a reference as you begin your journey with TripMaster.



I. Initiate

Task: We want to get you trained as quickly as possible, so you can quickly benefit from TripMaster. When you sign a contract, CTS Software will schedule a comprehensive kickoff session with your account executive, technical trainers, and other key stakeholders. During this **on-site meeting** we will discover your current challenges, goals and objectives.

Action Step: Review the completed orientation document and organize an implementation plan that best fits the licensee's timeline and expectations.

Task: Identify any data that may need to be converted from your existing software or data sheets.

Action Step: CTS Software will convert your existing data from an existing software or if your data is stored in a data sheet such as excel. This will save you and your staff countless hours of data entry.

II. Design

Task: Your account executive will introduce you to your technical trainers and work with you to develop an implementation plan to accomplish your goals and help guarantee success.

Action Step: Schedule your personalized implementation plan and first training session. At this time assigning project roles and understanding staff positions will be discovered.

Task: Create your TripMaster database and licensing with permissions.

Action Step: The licensee will provide CTS with their licensing information including staff first name, last name, email and access permissions. CTS will then create

Task: Address any third part of interface needs.

Action Step: In the situation there are interfaces needed with your organization, these would have been addressed earlier. At this time, CTS will diligently work with your third party to accommodate any particular needs or requirements.

Task: Hardware Installation

Action Step: CTS Software will coordinate the installation of all related hardware, specifically the installation of the MDT hardware in the designated vehicles.

VI. Remote Training

Task: Start training your staff and end users with CTS Software's 360 Online Training.

Action Step: Watch and learn from role-based documentation, help videos, short quizzes, and follow-up meetings with your technical trainer to train your end users and staff. The online training also consists of five (5) remote training sessions through a webinar of choice that are roughly an hour each as a one-on-one training with your staff.

Task: Once you complete classes in CTS Software's 360 Online Training you will begin setting up your database by entering your company's administrative, rider, and trip data.

Action Step: To make the most of your database, you need to keep up with your data entry and database setup as you progress through the training. We provide a checklist to ensure entry of all data in the necessary order.

VII. Onsite Training

Task: It's time to roll out TripMaster! Your technical trainer(s) will schedule a week of onsite, in-person training.

Action Step: This week, your technical trainer(s) are expected to work in your environment. At CTS Software, our proven methodology is to not conduct "classroom" style training but rather job shadowing so we can apply TripMaster to your day-to-day operation.

Task: "Go Live"

Action Step: A day determined and agreed upon by both you and your technical trainer will be established to “go live” with TripMaster. This day will include TripMaster scheduling, dispatching and drivers live with ParaScope (driver mobile application).

Task: Continue full deployment for the rest of the week.

Action Step: Your technical trainer will continue to identify areas of TripMaster that need additional training all while continuing the full deployment including billing and reporting and creating specific custom reports.

VIII. Continued Support

Task: Let TripMaster work for YOU! Send us details on special requests and suggestions, and we will prioritize them to get your items on our development plan for future software updates and releases. If you need it, we can build it.

Action Step: If you need a little extra help, sign up for our free monthly training sessions, log back in to CTS Software 360 Online, or contact us directly.

Task: Our technical trainer(s) will eventually introduce you to the CTS Software technical support team.

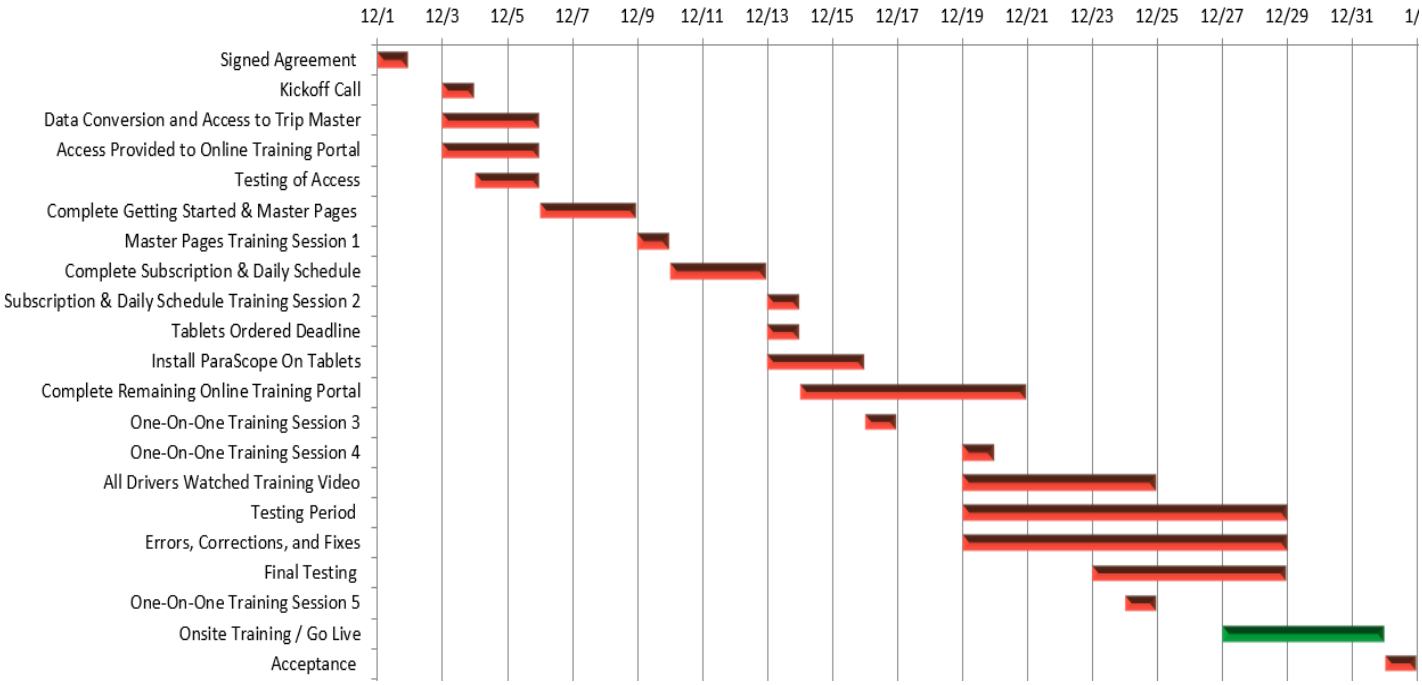
Action Step: It is our top priority that TripMaster customers have 24/7/365 availability to our customer care. The relationship you build between your project manager and your technical trainer(s) will not be replaced but these CTS Software staff members will be working to on-board other valued customers. So a handoff to our technical support team is in order to insure you have someone to talk to 24/7/365 with a same day resolution guarantee.

Technical Roadmap

CTS Software’s approach to implementation is 100% dependent on each individual installation. For over 30 years we have dialed in on a proven method to provide a successful, stress-free timeline that is tailored to your specific needs, desires and future.

The actual delivery is highly dependent on the options you select in any agreement, the functionality you require from your ITS hardware and software services and the availability and accuracy of any existing data you may have.

Following the contract award and with your approval, a comprehensive Gantt chart will be provided, outlining detailed project goals and timeframes for your review and approval. The chart below can be used as an example.



PR #	Requirement Description	Y/C/N	Response:
PR.1. Project Planning and Design Phase			
System Deployment Document			
PR.1.1	The Contractor shall prepare a System Deployment Document tailored for the specific Transit Agency and acceptable to the purchasing Transit Agency's project manager. The document shall clarify the process for incorporating the Transit Agency's business rule and client database into the software system. It will specify an implementation schedule, what is needed from the Transit Agency, what the Contractor will provide, and the timelines associated with all tasks. The System Deployment Document will include a transition plan (if replacing existing software) that addresses data migration and service continuity. The System Deployment Document shall also identify and track, within a Requirements Response Matrix, where and how all technical requirements are supported by the proposed system. The purchasing Transit Agency project manager shall approve this document and approach prior to beginning system deployment.	Y	For over 33 years, CTS Software has been deploying software to small, medium and large transit systems. Our experiences prove to understand that all installations are unique and require different approaches. CTS Software has a sophisticated onboarding process that allows new clients transitioning from no software or new clients transitioning from another software to have a crystal-clear picture of the entire process. CTS Software will perform a database conversion of existing data from the licensee's current files into TripMaster. The converted data will be transferred confidentially, and CTS Software will ensure that appropriate high-level security measures are taken to protect the data's integrity and accuracy. If data in your current databases is accurate, CTS guarantees an accurate, comprehensive transfer of information to your new database. If any fields within the existing database are not supported, CTS Software will notify the licensee. While the integrity of data is ensured at the database level,

PR #	Requirement Description	Y/C/N	Response:
			we use a set of testing routines developed specifically for the data conversion process. We will follow up with a series of audits to ensure that all data has been converted accurately and works within TripMaster. All documentation will be provided to each transit agency with their unique plan, process and expectations. Following the contract award and with your approval, a comprehensive Gantt chart will be provided, outlining detailed project goals and timeframes for your review and approval. A comprehensive implementation plan will be developed to deliver the proposed ITS system. The implementation plan will include a seven-point plan that will encompass the following: ➢ Management and Control and Program/Project Management ➢ Governance and Accountability ➢ Planning ➢ Resource Management ➢ Risk Management ➢ Stakeholder Engagement ➢ Review, Monitoring, and Evaluation

PR #	Requirement Description	Y/C/N	Response:
System Acceptance Test Plan			
PR.1.2.	The Contractor shall develop an Acceptance Test Plan to demonstrate compliance with all project and system functional requirements based on the incorporation of the purchasing Transit Agency's business rules and other tailoring such as the GIS map for the area. The acceptance test is not intended to be unnecessarily detailed but should demonstrate the functionality and compliance with all system and project requirements in a straightforward way.	Y	CTS Software uses a program called Beynd. A fully documented, unique acceptance plan will be in place for each transit system implementing TripMaster. Each database, data conversion and implementation plan will be outlined with milestones for both the transit system project manager as well as the CTS Software project manager to sign off on as the project unfolds. CTS Software provides GIS mapping of the entire country rather than just the service area to assist with regionalization, agency growth and expansion without added costs.
System Maintenance and Support Plan			
PR.1.3.	The Contractor shall provide a System Maintenance and Support plan describing the activities, procedures, and responsibilities associated with the subsequent system maintenance and support phase. This plan shall include a description of how and when the Transit Agency staff can receive support on use of the system (e.g. via 24/7 phone support, or via email), expected frequency and procedures for system updates, a Service Level Agreement (SLA) that includes such factors as minimum system uptime and response timeframes for issues of varying levels of severity, and a description of warranty support for any system hardware components. Please briefly describe key elements of the maintenance and support plan (additional details may	Y	To best serve CTS customer's needs, there are multiple ways CTS customers to contact Technical Support to help resolve issues, provide feature requests or simply to ask questions. Our support staff are available 24/7/365 days a year via a toll-free number and you can also log issues with our support team by emailing the "Support Helpdesk". All assets, tickets raised, issues, and communication with staff can be tracked through a web accessible customer service portal. You will be sent frequent updates on ticket issues you have opened within our

PR #	Requirement Description	Y/C/N	Response:
	be provided in the comments section for requirements for the system maintenance and support phase below). The project manager for the purchasing Transit Agency shall also approve this document prior to beginning system deployment.		portal. Additionally, we can guarantee a very rapid response to any initial request. CTS Software's technical support specialists have remote control access to TripMaster and its databases for quick, interactive visual provisions of diagnostics and repairs. All product upgrades, new releases, patches, etc. will be granted to the Agency throughout the entire contract period between CTS Software and the Agency. CTS Software performs monthly updates to TripMaster, which are published to all customers after thorough testing. These updates include performance enhancements, technology advancements and new features, bug fixes, and much more. They are always provided at no additional cost.  CTS provides an invaluable service I would still be pulling my hair out if I didn't have such great support from the CTS Team. CTS provides an invaluable service. - Onslow United Transit System, NC

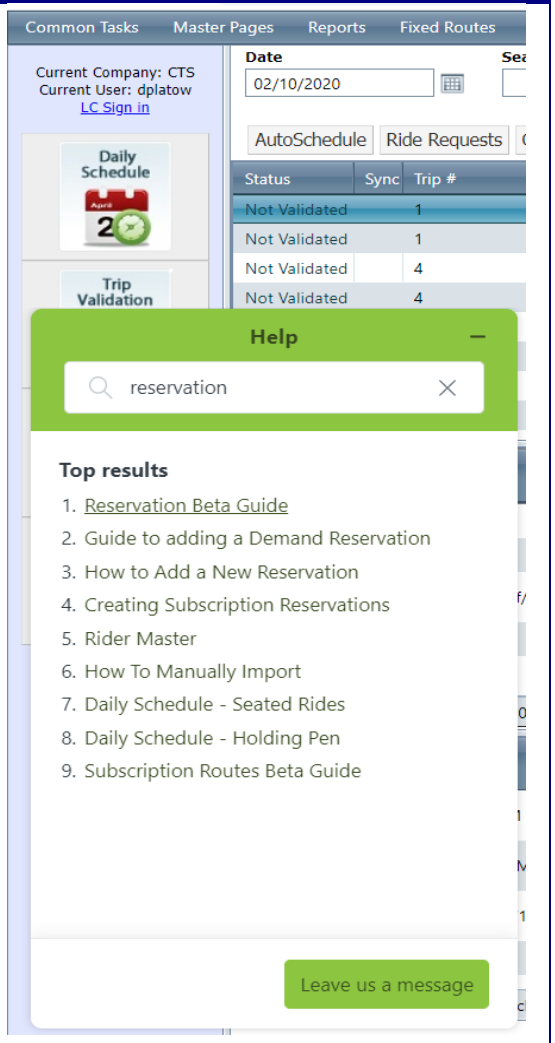
PR #	Requirement Description	Y/C/N	Response:

Severity	Target Response	Target Resolution	Criteria
Critical	15 minutes	1 hour	Customer's production system is down. Product is unusable with no workaround.
High	1 hour	24 hours	Major feature/function failure. Restricted operations with available workaround.
Medium	1 hour	14 business days	Minor feature/function failure. Product does not operate as designed, minor impact on usage, available workaround.
Low	1 hour	25 days	Minor issue. Documentation, general information, enhancement request.

PR #	Requirement Description	Y/C/N	Response:
			Allowing CTS to host your database in the Microsoft Azure Cloud guarantees a minimum 99.9% uptime with multiple fail-safes, including a server architecture that incorporates redundant instances of each server, to ensure you always have access to your system. CTS Software also performs a database backup every 30 minutes, and a full-system backup nightly. **Software Maintenance Updates/Upgrades** All product upgrades, new releases, patches, etc. will be granted to the licensee throughout the entire contract period. CTS Software performs monthly updates to Trip Master, which are published to all customers after thorough testing. These updates include performance enhancements, technology advancements, customer requests, new features and much more. They are always provided at no additional cost.

PR #	Requirement Description	Y/C/N	Response:
			 we are grateful and thank you It goes to show how your team is dedicated to customizing the software to meet our agency's needs. From all of us on behalf of EPI, we are grateful and thank you - Exceptional Persons, Inc. IA. A "Recent Updates" menu option within Trip Master links to a web page with detailed information about changes made in each release. In addition, CTS emails all customers before and after each release with general information about the update. Allowing CTS to host your database in the Microsoft Azure Cloud guarantees a minimum 99.9% uptime with multiple fail-safes, including a server architecture that incorporates redundant instances of each server, to ensure you always have access to your system. CTS Software also performs a database backup every 30 minutes, and a full-system backup nightly.

PR #	Requirement Description	Y/C/N	Response:
			For as long as you have any form of maintenance contract with us, all the software applications and services we are proposing will be continuously updated. CTS Software is continuously updated to the latest and current version, and we will continuously introduce new and enhanced features with every new software release.
PR.2. System Implementation Phase			
System Configuration and Deployment			
PR.2.1	In alignment with the approved System Deployment Document, the project schedule, and approval from the Transit Agency, the Contractor may commence with the deployment and configuration of the system with applicable hosting services, data migration, hardware acquisition and installation as applicable, user and customer configuration, and any other support systems. The Contractor shall deploy the system in a way that minimizes any service disruption to the Transit Agency personnel and operations.	Y	CTS Software meets and/or exceeds the requirement description
System Documentation			
PR.2.2	The Contractor shall provide all applicable system documentation to the Transit Agency, including both technical documentation and user guides for users and the Transit Agency administrators. Documentation shall be made available in electronic form and as a printed and bound document if desired by the purchasing Transit Agency.	Y	CTS Software meets and/or exceeds the requirement description

PR #	Requirement Description	Y/C/N	Response:
			In addition, TripMaster comes equipped with training wizards throughout the software, video tutorials accessible at any time the “Help” dropdown and a search help section (see figure to the right). 

PR #	Requirement Description	Y/C/N	Response:
Initial and Follow-up On-Site System Training			
PR.2.3	The Contractor shall provide initial on-site system training for Transit Agency users and administrators, along with follow-up on-site training approximately 60 to 90 days following successful system deployment and acceptance testing. For the initial training, a trainer is required to be on-site during the installation period and when the system is deployed, defined as when the system relies solely on the software purchased through this RFQ. The Contractor shall provide all training materials to the Transit Agency in electronic form, and as a printed and bound document if desired by the Transit Agency. Users and administrators should demonstrate proficiency in the use and administration of the system prior to beginning the acceptance test step. The purpose of the follow-up on-site training is to refresh users on system functionality presented in the initial training as well as to address any questions that have arisen in the intervening period. Please describe the training program with an outline of topics covered, estimate the hours of training for both initial and follow-up sessions, and describe the training materials.	Y	CTS Software will provide both onsite training and remote/online training for this proposal. We will conduct a series of five (5) online webinars using a Webex tool during the initial system setup phases. This process allows for the TripMaster users to become familiar with basic data input, navigation and overall feel of the software prior to onsite training and go-live. Once onsite, your technical trainer(s) will work directly with the licensee's project manager and all other staff by what is known as "job shadowing". We believe in understanding your operation and fitting the software in to your world rather than you having to fit in to the software. **CTS Software strongly suggests that the second week of onsite training is performed anywhere from 14 days to 30 days after the initial onsite training is conducted.**
Acceptance Testing			
PR.2.4	Concurrent with system deployment, delivery of system documentation, and completion of initial training, the Contractor shall schedule system acceptance testing. Testing shall be conducted in the presence of representatives from the Contractor, the Transit Agency, and NDOT (at NDOT's	Y	CTS Software meets and/or exceeds the requirement description

PR #	Requirement Description	Y/C/N	Response:
	discretion). The test shall follow the approved Acceptance Test Plan created during the Project Planning and Design phase and shall verify that all project and system functional requirements are successfully met and acceptable by the purchasing Transit Agency and NDOT. Once a successfully completed test plan is signed by all three (3) parties, the Contractor is eligible for payment for the System Implementation Phase tasks and commences with the System Maintenance and Support phase.		
PR.3. System Maintenance and Support Phase			
Hosting			
PR.3.1	The Contractor shall provide external hosting for the scheduling system, either at its own facilities or via a third party. (Please see additional related requirements in the TRM below).	Y	**System Architecture** TripMaster is fully hosted, 100% web-cloud based and is optimized for Chrome, Edge, and Internet Explorer. System data is stored in a Microsoft SQL 2016 relational database, hosted in the Microsoft Azure Cloud for HIPAA compliance as well as ePHI and FIPS encryption. Users are guaranteed a minimum 99.9% uptime with multiple fail-safes; our server architecture incorporates redundant instances, Always-On configuration, and other technologies to ensure you always have access

PR #	Requirement Description	Y/C/N	Response:
			to your software. CTS Software performs a database backup every 30 minutes, and a full system backup nightly. CTS Software will work directly with each transit systems Network Administrator to ensure proper configuration of the existing network. We do not anticipate any need for a change in the network environment.
Maintenance and Warranty			
PR.3.2	The Contractor will maintain the system according to the Maintenance and Support plan such that it meets the specified Service Level Agreement. For any hardware components furnished by the Contractor, the Contractor will provide a warranty that includes repairing or replacing any defective equipment over the life of the contract.	Y	For additional details please refer to response to PR# 1.3
Upgrades			
PR.3.3	When major software upgrades occur, the Bidder will need to provide additional support and training, potentially via webinar, to ensure that end users know about the changes and are able to maintain a fully functioning system. Please describe the typical frequency of upgrades as well as the procedures you follow to ensure a smooth transition and that all users are aware of any significant changes or new features in the system.	Y	For additional details please refer to response to PR# 1.3

PR #	Requirement Description	Y/C/N	Response:
On-going Annual Training			
PR.3.4	On-site refresher training is required on an annual basis. For the initial year, the annual training should be scheduled for roughly six (6) months after the system is successfully deployed (this will be the third training, following the initial on-site training at system deployment as well as the follow-up training at 60 to 90 days after deployment). In subsequent years, the annual training can occur at any time that would be mutually convenient for the purchasing Transit Agency and the Contractor. Objectives of the annual training sessions include providing a refresher for existing functionality as well as demonstrating any upgrades to the system that require changes in how activities are performed. Contractors should describe their proposed approach to annual on-site training, including the number of hours that will be involved in each session as well as an outline of topics to be covered.	Y	CTS Software meets and/or exceeds the requirement description. It is recommended that the timing for third week of on-site training is negotiated per individually transit agency. However, CTS Software does agree that 6 months is a reasonable return after the first and second week of onsite training.
Customer Support			
PR.3.5	Contractors shall provide customer support to assist agencies in using the system and to address technical issues that may arise. Please describe how customer support is provided (telephone, online, in person), any limits on the amount of support available, and response times for dealing with issues of varying levels of severity. Identify what constitutes a critical call and the service level that will be provided for critical calls, including the time for initial call back and time for resolution. Finally, describe the location of the office that will serve contracts in Nebraska.	Y	For additional details please refer to response to PR# 1.3

12. Technical Requirements

System Architecture/Data Management

Trip Master is fully hosted, 100% web-cloud based and is optimized for Chrome, Edge, and Internet Explorer. System data is stored in a Microsoft SQL 2016 relational database, hosted in the Microsoft Azure Cloud for HIPAA compliance as well as ePHI and FIPS encryption. Users are guaranteed a minimum 99.9% uptime with multiple fail-safes; our server architecture incorporates redundant instances, Always-On configuration, and other technologies to ensure you always have access to your software. CTS Software performs a database backup every 30 minutes, and a full system backup nightly.

Demand Response

- Manual and automated computer-assisted scheduling and dispatching
- Electronic bus pass ticketing solution (ParaPass)
- Preventive Vehicle Maintenance Module
- Multiple user-definable accounts to accommodate agency invoicing, reporting, etc.
- Operational statistical reporting by agency, driver, vehicle, riders
- Custom reports builder
- Vehicle fuel and fluids reports
- Vehicle breakdown and accident tracking
- Customizable subscription trips
- Advanced demand-response reservation booking
- No-shows and cancellation tracking
- “Suspend service” feature to temporarily suspend riders without deleting them or their rides
- Print capability for trip sheets and special instructions for any rider
- Views of ride pickup and drop off sites and planned routes with integrated mapping
- Daily validation audit to catch and fix illogical input errors on driver time, odometer readings, etc.
- Trip tracking by purpose, in- or out-of-county, urban or rural

Intelligent Automated Scheduling

Trip Master includes our Auto Scheduler module, allowing users to dynamically batch-schedule all riders for a day at once and/or one at a time for same-day, on-demand trips. This tool optimizes routes for efficiency given your available resources, while following rules/standards for pickup and drop-off windows and ride times created by the licensee.

> **customer service has been stellar**
>
> We are extremely pleased that we choose CTS Software. The transition from manual scheduling to automated has gone smoothly. The drivers have transitioned quickly, and the customer service has been stellar –
>
> Winchester Transit, VA.

In all phases of trip optimization, TripMaster's intelligent automated scheduling identifies the best possible solution to improve ridesharing possibilities, decrease deadhead time and miles, increase on-time performance and provide a positive passenger experience. CTS Software algorithms coupled with the most up to date map data, street routing, traffic patterns and user controllable settings, TripMaster's intelligent automated scheduling makes highly accurate drive time estimates.

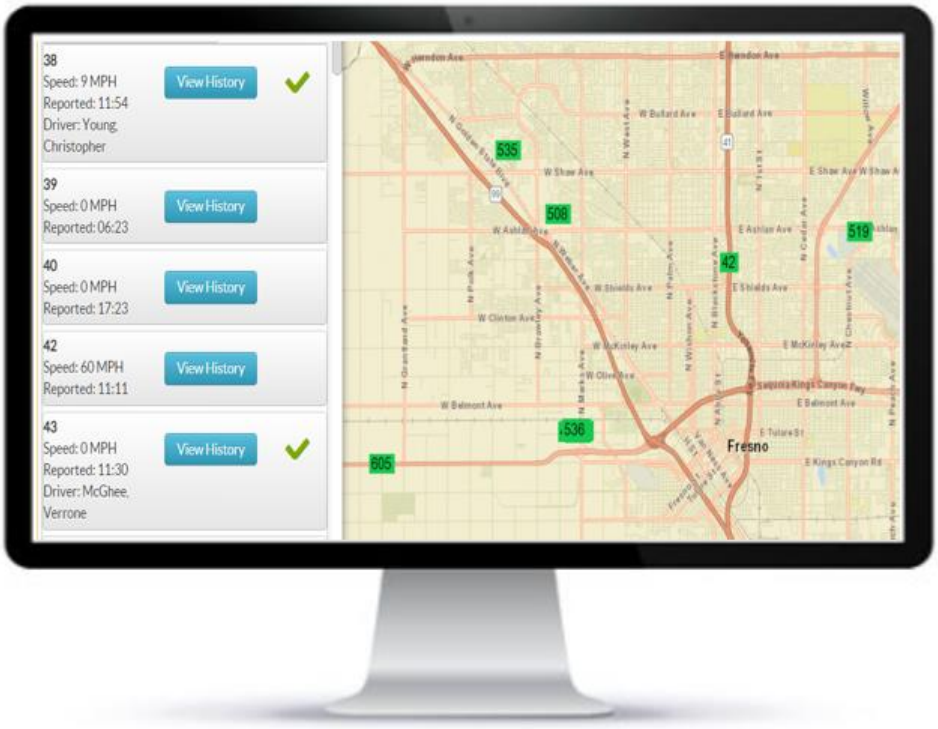
Although a complete automation process is in place, we feel it is extremely important that our customers are always in control of their schedules. For this reason, when running the scheduling wizard, TripMaster will produce three different methods for the end user to review the results with a detailed explanation and make changes that will not be reverted if the scheduling process is ran again.

CAD/AVL

We use Navteq's professional series GIS data to power our geolocation-based applications. Unlike competing GIS data and public systems, such as Google maps, Navteq GIS data includes map layers, road layers, road speed layers, and sites of local importance. Navteq updates its dataset at least once a quarter and is considered the leading professional toolset for all serious geo-location and fleet management applications. We can import a selection of GIS and SHAPE files from third-party GIS systems.

Our breadcrumb style vehicle location maps are a great help in assessing service deficiencies. Vehicle tracking is extremely accurate and is readily available for a 30-day period. In the situation tracking data is required beyond 30-days in a one-off situation, CTS Software can pull that information.

As with all map views, the window can be zoomed in and out using a scrolling wheel mouse or the tool bar in the lower right hand of the map window. Determining the current position of all vehicles – either in real time (i.e. now) or a specific period of time (i.e. between 0600 and 0610) is also done in the context map.



Operator Generated Messages

Operator generated messages can be managed from any authorized internet-enabled device, such as a desktop PC, tablet PC or internet-enabled smartphone.

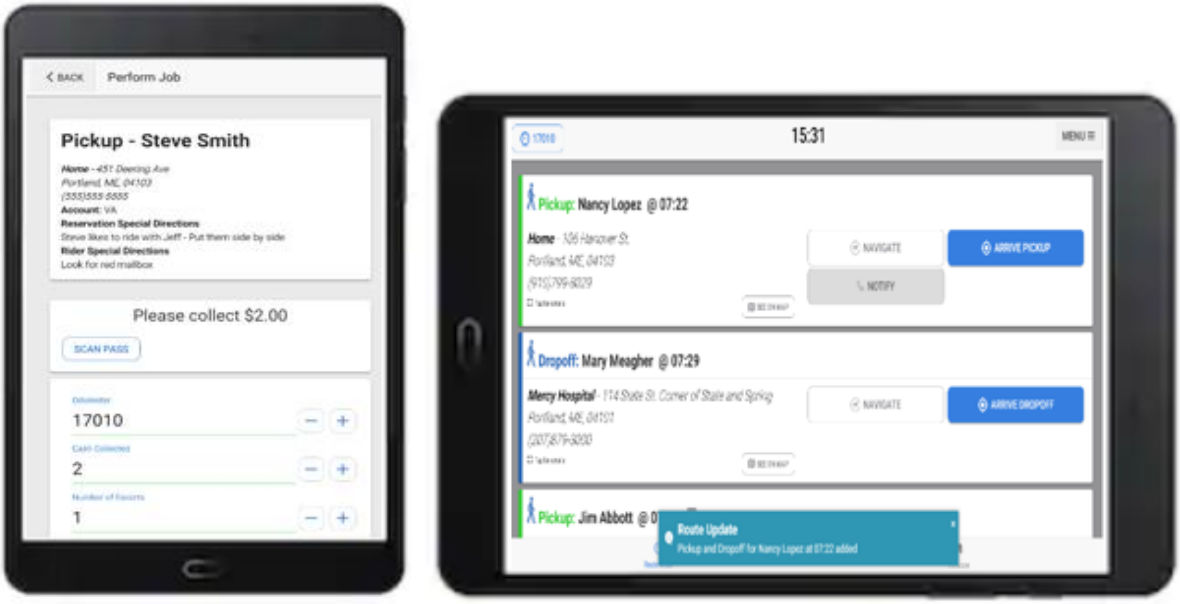
Authorized personnel are able to select free text messages or a predefined message for transmission to any bus drivers. Text messages will be received by the operator on the MDT or road supervisor with mobile internet enabled device. We generally limit the text-based messages from the MDT to the dispatch operator to the use of canned messages for safety and operational reasons.

Authorized operators will be able to manage informational messages displayed on wayside electronic signage and the public website from the same proposed application. Individual signs can be selected to provide localized information to the public, such as route detours or upcoming road closures.

Mobile Data Terminals (MDT)

Upon review of the specifications contained within the RFP and question and answer documentation, we are confident in stating the Intelligent Transportation System suite of hardware and software is highly compliant with the requirements as detailed. Our priced solution includes a mounted MDT for every fixed route, paratransit, and commuter vehicle.

MDTs allow drivers and dispatchers to communicate efficiently in real time, collect information about vehicles, passenger loads, and driver behavior, and GPS information that gets sent back to the office so that dispatchers know these pertinent details about the vehicle. ParaScope acts in part as an electronic manifest, updatable in real time based on changes to trips and rides. Dispatchers can re-assign trips and rides and add and change details of rides and routes that will be updated automatically for the driver.



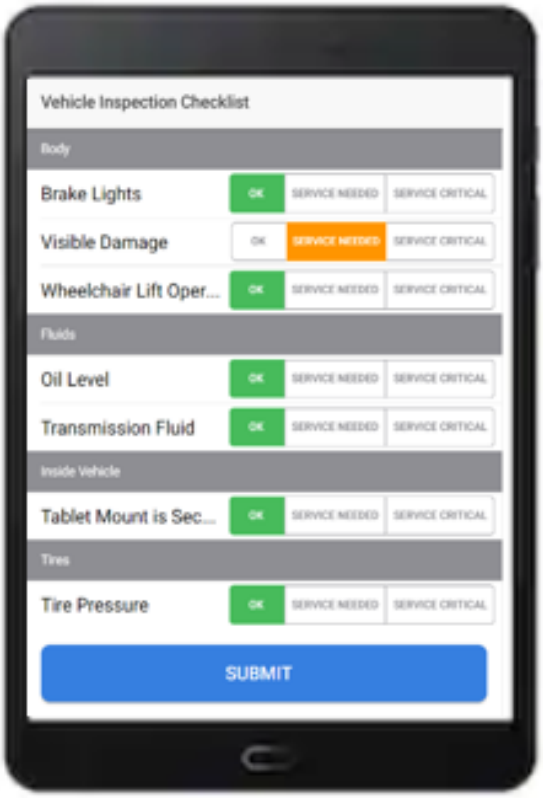
Drivers can view onscreen maps and receive turn-by-turn navigational prompts, eliminating the reliance on paper maps. Drivers and dispatchers can communicate in real-time via canned or customized text messages so drivers can keep their eyes on the road. Managers can use data collected by this technology to accurately analyze on-time performance and make improvements.

> great **satisfaction** with **ParaScope**
>
> With drivers using tablets, they are more efficient with their schedules and ability to do more trips in a day. Our drivers range from age 25 to 85, and each one has expressed great satisfaction with ParaScope – BPART, IL.

Electronic Pre- and Post-Trip Inspections

As your agency moves in a digital direction, electronic inspections just make sense. When your drivers use ParaScope for inspections, information about vehicle issues is immediately communicated to TripMaster, letting you respond quickly. You can customize your pre- and post-trip inspections as well as acceptable results and hard stops for failed inspection items.

The electronic inspection feature is included with ParaScope. There is NO additional charge.



Passenger Reminder Module

With an industrywide annual average of 3.5 percent rider no-shows, we have developed our IVR to help decrease wasted drive time, fuel, and vehicle wear and tear by minimizing this percentage. Your riders can receive a call the night before or shortly beforehand on the day of their pickup, minimizing no-shows and your staff's frustration.

The IVR system requires no effort from your staff—everything is performed seamlessly through Trip Master and remote servers, and because the entire process is web-based, your phone lines remain free the entire time.

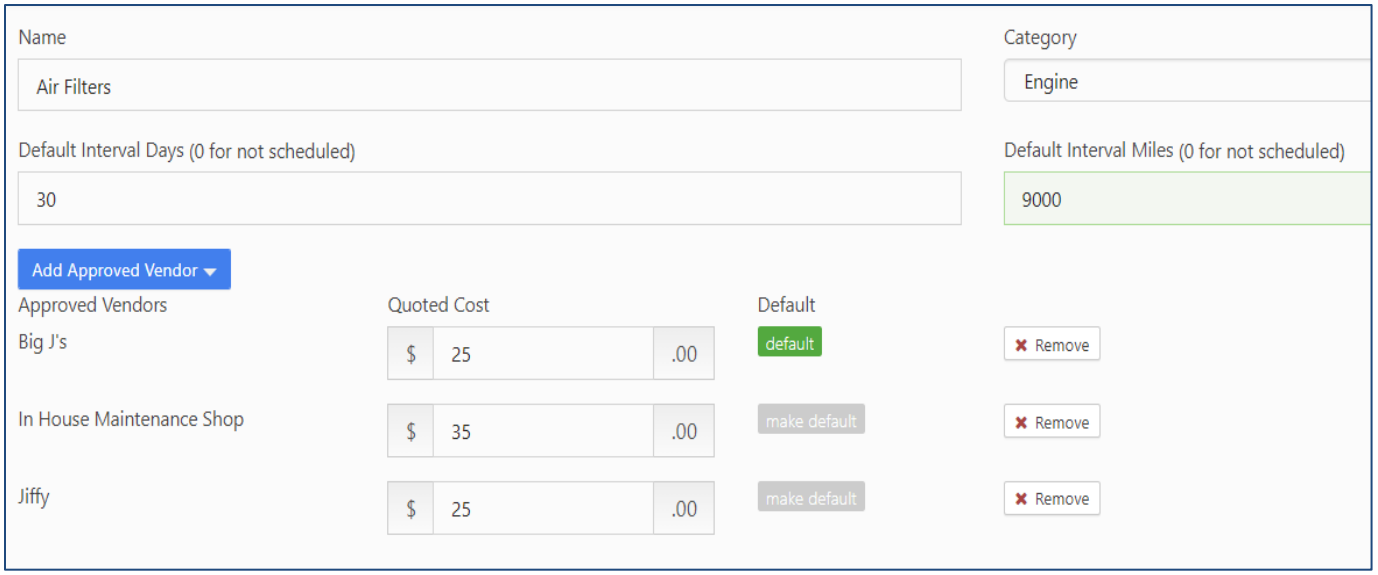
> **from 13 % no-shows to 1%**
>
> With CTS' Passenger Reminder option, we went from 13 percent no-shows to 1 percent
>
> - Big Bend Transit, FL.

Vehicle Maintenance Module

The Vehicle Maintenance Module includes keeping track of an unlimited number of tasks to help you stay on schedule with your vehicle warranties and other maintenance needs. Set mileage parameters or a duration of time, create vehicle service requests and add approved vendors for services. From increasing passenger safety, organization and meeting emissions requirements, the seamless interface with Trip Master will streamline your vehicle maintenance.

CTS Software donates 10% of the monthly maintenance and support fees for every vehicle maintenance purchase to Easterseals, helping support community-based transit and other services for elderly and disabled people across the United States.

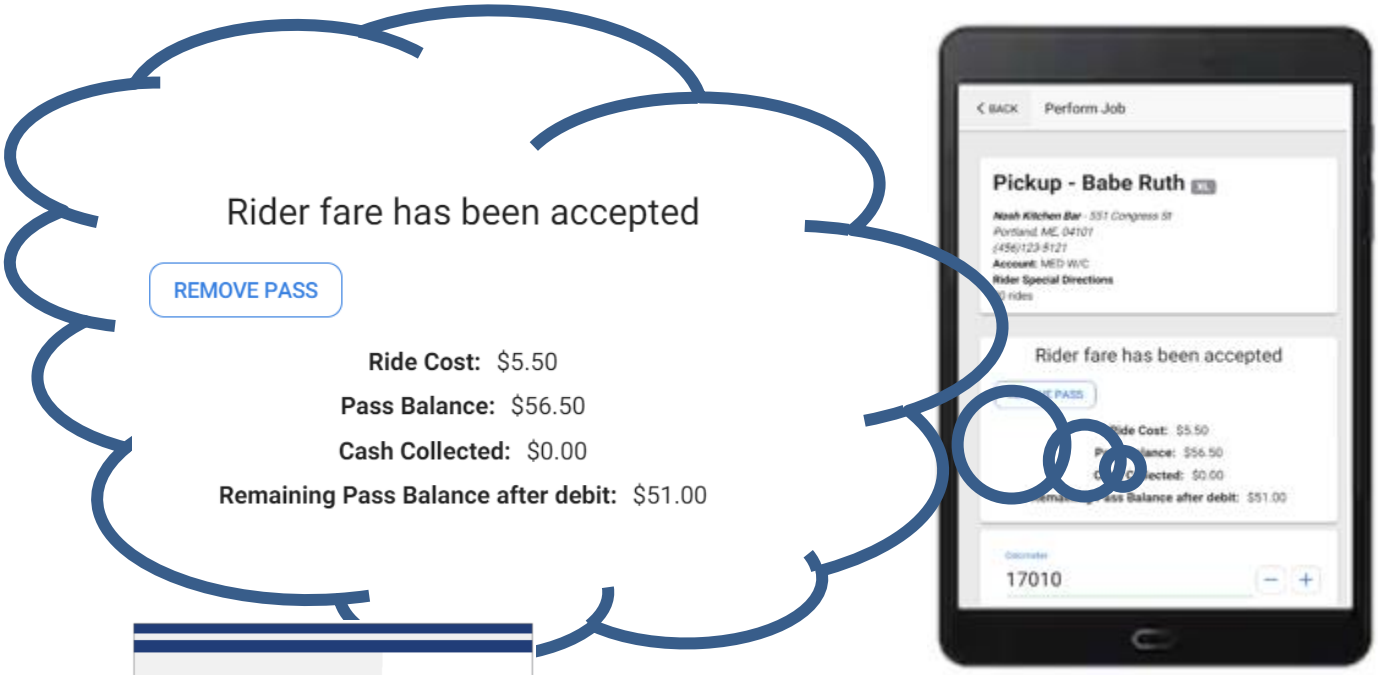




Electronic Bus Pass/Ticketing Module (ParaPass)

****ParaScope (driver mobile application) and related hardware is required to use ParaPass****

Collecting cash fares is time-consuming for drivers and office staff, and a liability to transport and store on vehicles. Eliminate these issues with ParaPass from CTS Software, an optional module to complement ParaScope, our mobile application. Keep better track of fare payments in a way that's safe for your drivers and easy for your riders—they just load a pass at the office or over the phone, your driver scans it when they board, and off they go.





- Save time and stress associated with onboarding case handling
- Reduce the liability of handling and transporting cash in vehicles
- Increase on-time performance by streamlining driver tasks
- Increase accountability in fare handling
- Track use of passes
- Advertise your agency with professional, custom designed passes

Reporting

A success ITS platform doesn't start and end with any one piece. It's important your deployed system relies on extremely strong and powerful hardware, reliable and proven software applications, and road-tested real-time prediction algorithms. However, the true return on investment doesn't come until all those pieces work successfully together and product good data.

CTS' TripMaster software is equipped with one of the most detailed, powerful reporting engines in the industry, including customizable pre-designed system reports. The custom reporting module does not require knowledge of Crystal or Ad-Hoc report queries or other reporting methodologies.

> **We are Very Satisfied with TripMaster**
>
> Before CTS, I would say, 'give me a couple days.' Not anymore! Choose a report, select your data range and print. We are very satisfied with TripMaster.
>
> - Transportation Plus of Lincoln, NE

Each custom report created can be saved for future use, and there is no limit to the number of custom reports that can be created. All reports are created by queries run, on the back end, through SQL and displayed in Active Reports Web Viewer. All reports and other documents are exportable to formats including Excel, PDF and Word. Our detailed training sessions cover all reports thoroughly.

All state or federally required reports will be added to your TripMaster database at no additional charge. Additionally, we will make an effort during the project management phase to better understand and design reports which might support your agency needs specifically.

Standard reports include

- Reservation history
- On-Time Performance / Live Performance
- Daily validation
- Revenue data
- Ride data
- Ride status
- No Show
- Ride details
- Ride demand
- Trip data
- Employee payroll
- Vehicle utilization
- Units of Service
- National Transit Database (NTD)

approximately
$600 reduction
in
expenses
a week.

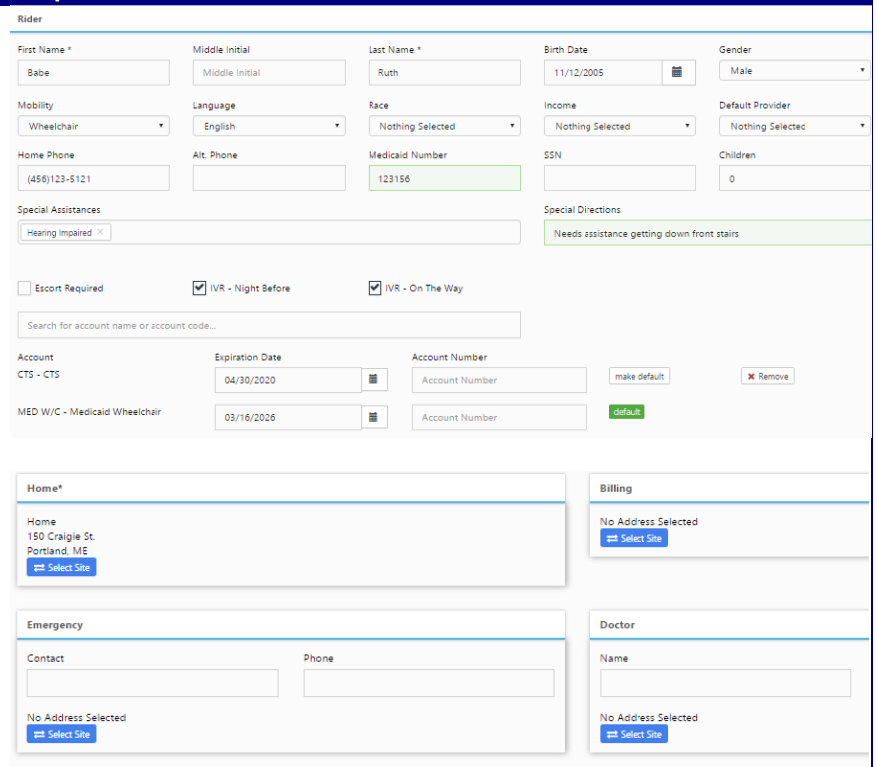
Since implementing TripMaster at Transit, there has been a reduction in total miles by approximately 300 miles/week and a reduction of 18 hours/week in payroll. That is approximately $600 reduction in expenses a week.

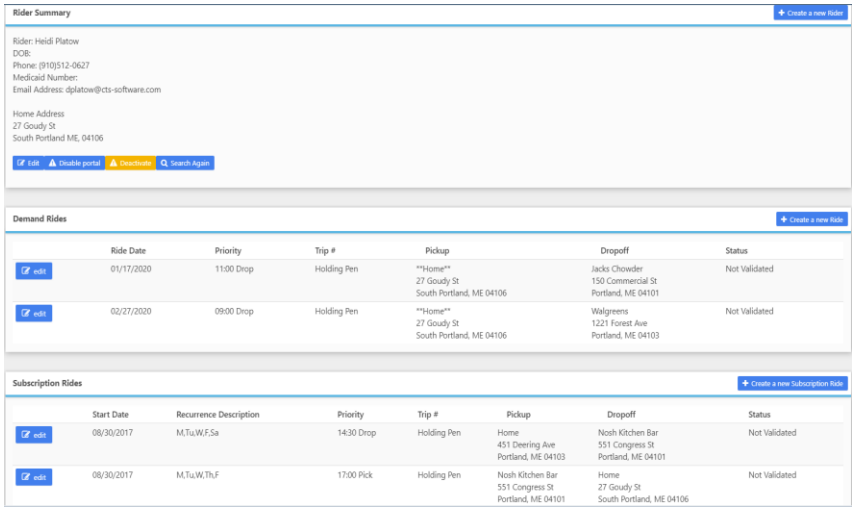
- Rutherford County Transit, NC.

TR #	Technical Requirement Description	Y/C/N	Response:
TR.1 User Accounts, Permissions, and Tracking			
User Accounts			
TR.1.1	The system includes user accounts. To access the system, a registered user enters credentials (username and password) associated with their user account.	Y	CTS Software will provide all licensed staff with credentials to access Trip Master software. All actions performed are seamlessly integrated, updating all personnel in real time.
Role Based Permissions			
TR.1.2.	Each user can be associated with one or more user roles. Access to data and functionality within the system is based on the permissions associated with the user's role or roles. At minimum, the system provides expanded access to administrative users in comparison to other system users. Please describe standard user roles that are available in your system, and whether it is possible for agencies to create their own customized user roles if needed.	Y	CTS Software meets and/or exceeds the requirement description
User Management Console			
TR.1.3.	The system includes functionality that allows administrative users to manage user accounts for other system users. This includes adding a new user, editing the information for an existing user (such as changing user role, or updating user password), or deleting an existing user who no longer works at the purchasing Transit Agency.	C	CTS Software meets and/or exceeds the requirement description

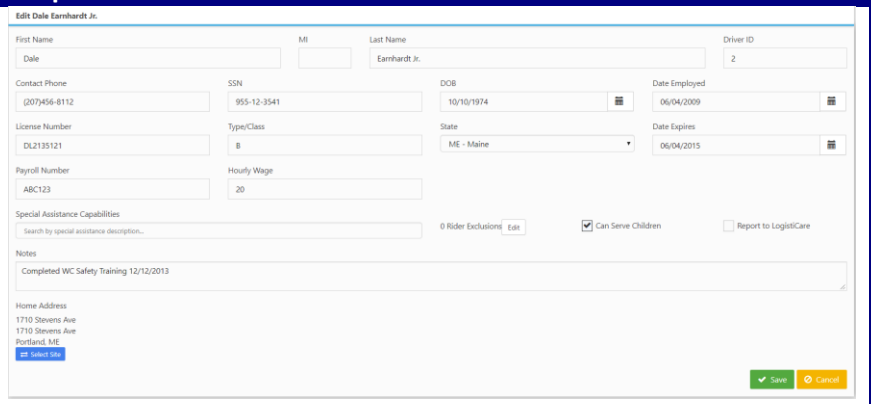
TR #	Technical Requirement Description	Y/C/N	Response:
User Self-Management			
TR1.4	The system allows a logged in user to update their own information, such as changing their password.	Y	CTS Software meets and/or exceeds the requirement description
Audit Train Functionality			
TR1.5	System keeps a log of date, time, entry, and user associated with any entry or changes to data for customers, drivers, vehicles, trips, and runs.	Y	As licensed personnel make additions, changes, or any other action within the program, the system will maintain a user-defined record of all actions performed on the data. This tracking ability creates a historical account of changes, including name of user, time and date the action was performed, and action performed. The licensee will have full access to these records and the information contained in the system cannot be altered.
TR.2. Customer Information			
Customer Data Records			
TR.2.1	System supports creating, editing, or deleting customer records.	Y	TripMaster allows users to register or edit new clients without navigating away from the current working screen. TripMaster does not allow deletion of a customer record but rather the ability to mark the customer as inactive. In a situation where data is no longer needed (a

TR #	Technical Requirement Description	Y/C/N	Response:
			rider moves away, vehicle is decommissioned, driver quits, etc.) the data is moved to an “inactive” state, ensuring that all past actions associated with the inactive rider/vehicle/driver remain accessible for billing and reporting purposes. When an item is moved to inactive, it longer appears in lists for daily operational use.
General Customer Data			
TR.2.2	System supports editing of general information about customers, such as name, address, phone, email, gender, date of birth, emergency contact, language spoken, and caregiver data.	Y	While registering a client, the licensee can add specifics regarding a rider’s needs and requirements. The required data fields are first name, last name, and a geocoded address. A unique identification number is generated for each client, which can be used in place of their name for radio communication. An alert from the system notifies the user if they enter a duplicate client. Optional fields during client registration are: phone number, date of birth, gender (from a drop-down selection), disability status (from a customizable drop-down selection), Medicaid/Medicare number, Social Security number, alternative address, mobility aids, number of units, language, medical information, and emergency contact information. We propose using “Billing Address” for your municipality needs but have other ways in TripMaster to accommodate this requirement as well.

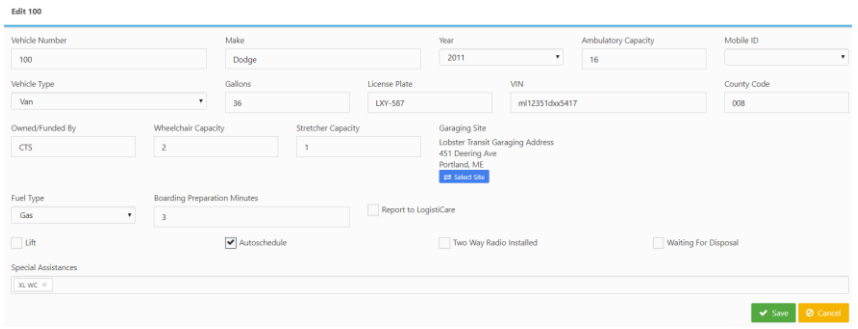
TR #	Technical Requirement Description	Y/C/N	Response:
			
Customer Transportation Data			
TR.2.3	System supports editing information about customer transportation characteristics, such as required accommodations, mobility aids, attendants or companions, disability status, eligibility for different funding programs, subscription number, Medicare number, and Medicaid number.	Y	CTS Software meets and/or exceeds the requirement description

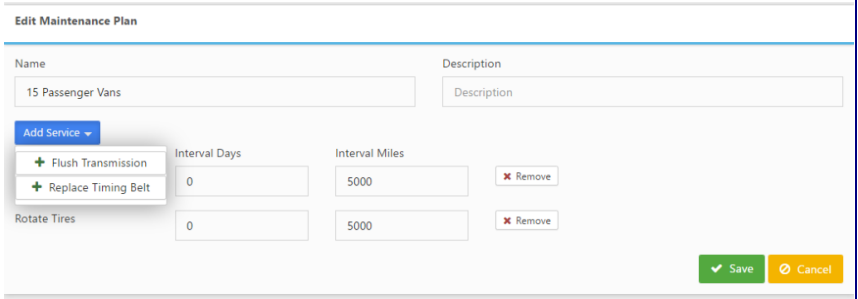
TR #	Technical Requirement Description	Y/C/N	Response:
Customer Documentation			
TR.2.4	System supports upload and storage of documents that can be associated with a customer record (such as a scan of an eligibility application form).	C	CTS Software does not currently have the ability to upload forms or documents to attach to a customer record. We would explore development options for this functionality with any transportation agency needing this technical description at no cost.
Customer Trip Data			
TR.2.5	System stores information about trips that a customer has previously taken, or is scheduled to take in the future. (See subsequent requirements related to trip data for more details).	Y	CTS Software meets and/or exceeds the requirement description 

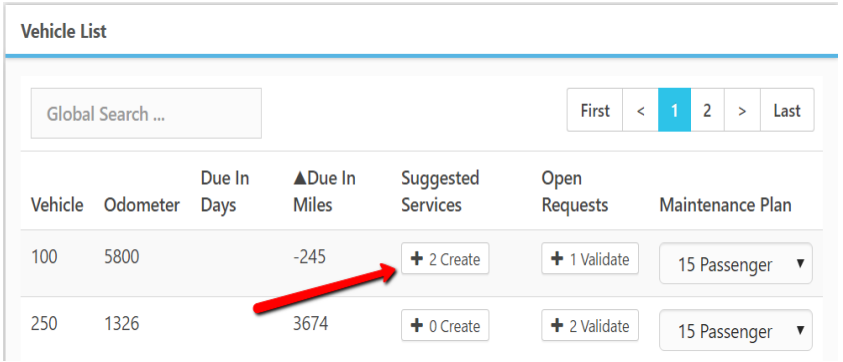
TR #	Technical Requirement Description	Y/C/N	Response:
TR.3. Driver Information			
Driver Data Records			
TR.3.1	System supports creating, editing, or deleting of driver records.	Y	TripMaster allows users to register or edit new drivers. TripMaster does not allow deletion of a driver record but rather the ability to mark the driver as inactive. In a situation where data is no longer needed the data is moved to an “inactive” state, ensuring that all past actions associated with the inactive rider/vehicle/driver remain accessible for billing and reporting purposes. When an item is moved to inactive, it longer appears in lists for daily operational use.
General Driver Data			
TR.3.2	System supports editing of general information about drivers, such as name, address, phone, email, gender, date of birth, and emergency contact.	Y	CTS Software meets and/or exceeds the requirement description

TR #	Technical Requirement Description	Y/C/N	Response:
			
Driver Availability Data			
TR.3.3	System supports editing and tracking information about the days and times that drivers are available to drive or unavailable to drive.	Y	CTS Software meets and/or exceeds the requirement description
Driver Qualification Data			
TR.3.4	System supports editing and tracking information about qualifications that drivers are expected to maintain (such as annual safety training, or valid driver's license) and when the qualifications need to be renewed.	Y	CTS Software meets and/or exceeds the requirement description by using the notes section within the driver master.

TR #	Technical Requirement Description	Y/C/N	Response:
Driver Documentation			
TR.3.5	System supports uploading and storing documents that can be associated with a driver record (such as a scan of the driver's current driver license).	C	CTS Software does not currently have the ability to upload forms or documents to attach to a drivers record. We would explore development options for this functionality with any transportation agency needing this technical description at no cost.
Driver Run Data			
TR.3.6	System stores information about runs that a driver has previously driven or is scheduled to drive in the future. (See subsequent requirements related to run data for more details).	Y	CTS Software meets and/or exceeds the requirement description
TR.4. Vehicle Information			
Vehicle Data Records			
TR.4.1	System supports creating, editing, or deleting of vehicle records.	Y	TripMaster allows users to register or edit new vehicles. TripMaster does not allow deletion of a vehicle record but rather the ability to mark the vehicle as inactive. In a situation where data is no longer needed the data is moved to an "inactive" state, ensuring that all past actions associated with the inactive rider/vehicle/driver remain

TR #	Technical Requirement Description	Y/C/N	Response:
			accessible for billing and reporting purposes. When an item is moved to inactive, it longer appears in lists for daily operational use.
General Vehicle Data			
TR.4.2	System supports editing of general information about a vehicle such as make, model, year, VIN, and current odometer reading.	Y	CTS Software meets and/or exceeds the requirement description 
Vehicle Mobility Configuration Data			
TR.4.3	System supports creating different possible mobility configurations (combinations of seats, tie down spaces, etc.) that are possible, and then associating the mobility configurations with different vehicles or vehicle types. For example, a certain type of van could potentially be configured with three seats and one tie-down space, or alternatively with two seats and two tie-down spaces.	C	TripMaster's vehicle registration currently does not allow for flip seat configuration. This is on the road map for CTS Software in 2020 and will be completed to comply with this technical description.

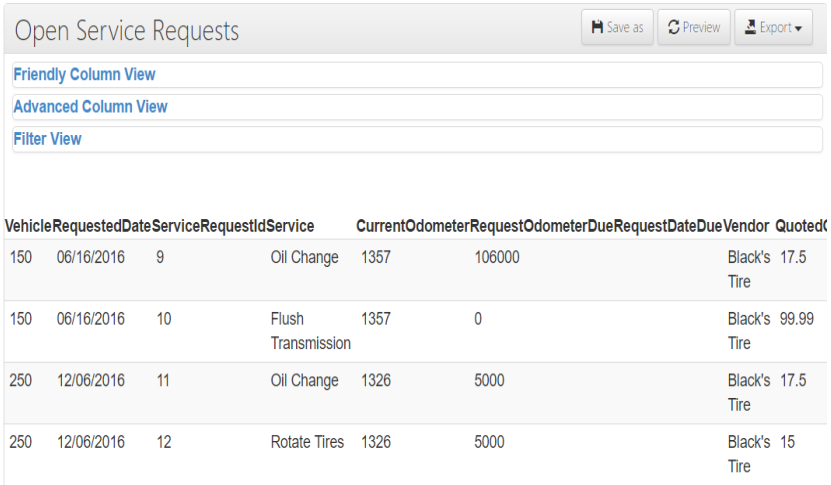
TR #	Technical Requirement Description	Y/C/N	Response:
Vehicle Certification Data			
TR.4.4	System supports creating different certifications that a vehicle must maintain, such as annual safety inspection or registration. System tracks both previously completed certifications as well as upcoming certifications.	Y	By utilizing TripMasters Preventative Maintenance Module, licensees are able to customize the data elements they are looking to track. Creating a service item called “Safety Inspection” and setting the interval to be annually or every “X” amount of miles.
Vehicle Preventative Maintenance Data			
TR.4.5	System supports creating different standard preventative maintenance profiles that can be specified for different vehicles or vehicle types. System tracks previously completed preventative maintenance as well as upcoming preventative maintenance requirements.	Y	The Licensee will setup maintenance plans for routine maintenance on their vehicles. Go to the “Vehicle Maintenance” tab and select “Maintenance Plans,” and click “New Maintenance Plan”.  To view your vehicles and create service requests go to the “Vehicle Maintenance” tab and select “vehicles/create requests”. This will open

TR #	Technical Requirement Description	Y/C/N	Response:
			a page displaying your vehicles, the odometer readings, when services will be due, and any open requests. When a vehicle reaches the due date or the mileage set for services, you will see the number of services that are due under the “Suggested Services” column.  To generate a report showing your current service requests, go to the “Vehicle Maintenance” tab and select “Open Service Request Report.” This opens a prebuilt custom report showing all open service requests, and includes: • Vehicle number • Date requested • Service requested

TR #	Technical Requirement Description	Y/C/N	Response:

- Current and requested odometers
- Vendor
- Quoted cost

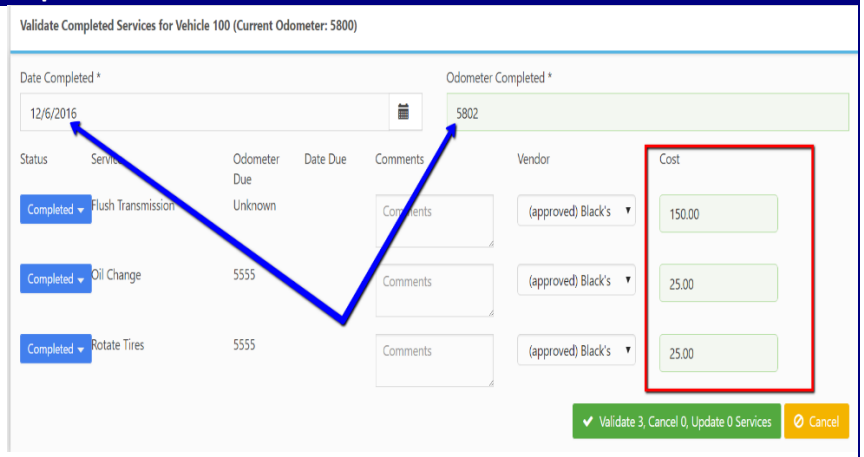
There are also blank lines to add actual cost, odometer at the time of service completion, date the service was completed, and comments.



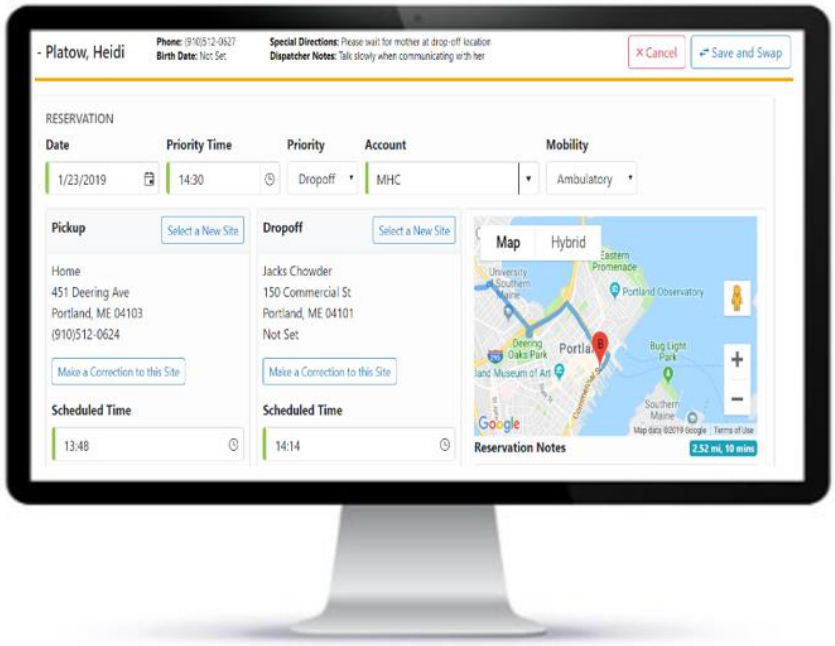
Vehicle	RequestedDate	ServiceRequestId	Service	CurrentOdometer	RequestOdometerDue	RequestDateDue	Vendor	Quoted(
150	06/16/2016	9	Oil Change	1357	106000		Black's Tire	17.5
150	06/16/2016	10	Flush Transmission	1357	0		Black's Tire	99.99
250	12/06/2016	11	Oil Change	1326	5000		Black's Tire	17.5
250	12/06/2016	12	Rotate Tires	1326	5000		Black's Tire	15

This report can be exported to Excel or CSV using the “Export” button in the top right corner.

When these services have been performed, click the “+ (x) Validate” button to bring up a page to add the completion date and odometer, as well as the cost of each service.

TR #	Technical Requirement Description	Y/C/N	Response:
			 You can add comments about the services completed and adjust the vendor here. Once you have put in all your information, click the green "Validate (x), Cancel (x), Update (x) Services" button. This clears out the open requests and reset the due-in days and due-in miles.
Vehicle History			
TR.4.6	System supports logging of additional vehicle history events, such as vehicle purchase, crashes, non-preventative maintenance, and so forth.	Y	CTS Software meets and/or exceeds the requirement description

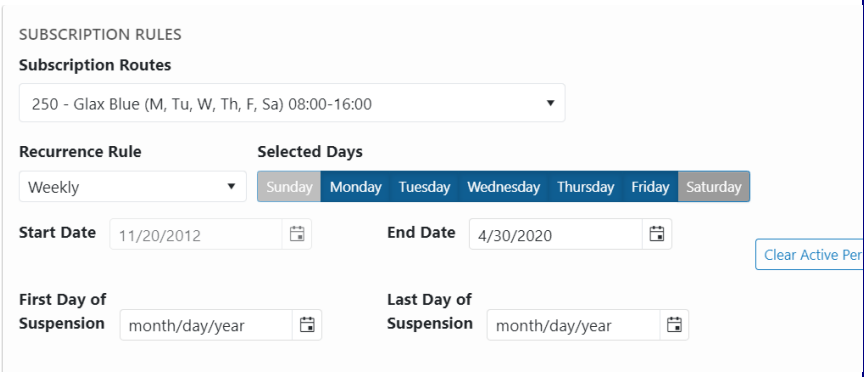
TR #	Technical Requirement Description	Y/C/N	Response:
Vehicle Documents			
TR.4.7	System supports uploading and storing documents that can be associated with a vehicle record (such as the bill of scale, or scanned vehicle maintenance receipts).	C	CTS Software does not currently have the ability to upload forms or documents to attach to a vehicles record. We would explore development options for this functionality with any transportation agency needing this technical description at no cost.
Vehicle Run Data			
TR.4.8	System can store information about runs that have been performed using the vehicle, or that have been scheduled with the vehicle in the future. (See subsequent requirements related to run data for more details).	Y	CTS Software meets and/or exceeds the requirement description
TR.5. Trips			
Trip Data Records			
TR.5.1	System supports creating, editing, and deleting of trip records.	Y	TripMaster allows users to create or edit trip records. TripMaster does not allow deletion of a trip record but rather the ability to mark the trip as a certain status (Rode, No Show, Rider Cancel, Admin Cancel, etc).

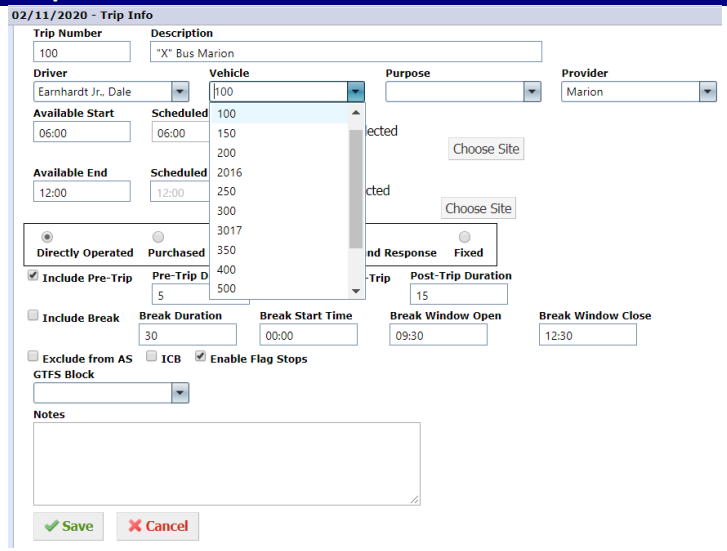
TR #	Technical Requirement Description	Y/C/N	Response:
General Trip Data			
TR.5.2	System supports editing general information about trips that have been entered in the system, such as customer, origin, scheduled pickup time, actual pickup time, destination, scheduled drop off time, actual drop off time, trip purpose, outcome, funding source, and fare paid or donation provided.	Y	CTS Software meets and/or exceeds the requirement description 

TR #	Technical Requirement Description	Y/C/N	Response:
Trip Timestamp Data			
TR.5.3	System supports entry or capture of timestamps associated with milestone events for a trip (e.g., when pickup was planned vs. when pickup actually occurred).	Y	With each status update, TripMaster captures the arrival time, boarding time, drop-off time, and odometer readings with a manual entry mimicking a driver trip log. If a transit agency elects to include the ParaScope (mobile data terminal/computer) application for in-vehicle use this information is automatically collect in real-time eliminating the need for manual entry.
Trip Outcomes			
TR.5.4	System supports entry or editing of trip outcomes, including canceled, denial, refusal, turndown, no show, and completed.	Y	There are several trip status options regarding the state of trip. All trip statuses can be applied by either the driver using ParaScope automatically in real-time or by dispatch manually in real-time or later through the Trip Validation process. Trip status's including; Rode, Rider Cancel, Admin Cancel, Denied (customized list to include refusal, turndown, etc) No-show options including No Client, Cancel at Door, Not Ready, and Not Ready Will Return.

TR #	Technical Requirement Description	Y/C/N	Response:
Trips with Individual Customers			
TR.5.5	System supports scheduling of trips involving individual customers. System supports tracking information about a caregiver or companions who may accompany an individual customer.	Y	TripMaster gives reservationist a visually pleasing, super responsive and intuitive reservation process. Late in 2018, CTS's development team released a newly designed, cutting edge reservation screen to enhance the reservation taking process based on customer feedback and use. TripMaster calculates direct drive time and distance automatically, displays a map from point A to point B and has many more effective tools on this primarily used screen. Whether you are creating a one-time reservation or a recurring reservation, TripMaster will exceed expectations. TripMaster includes a "Smart Search" capability, which automatically saves a list of frequent trip locations for each client in an easy-access drop-down field during scheduling reservations. This tool helps increase efficiency when entering reservations and scheduling. When dispatchers or call-takers enter reservations, the system allows for the continuation of additional legs without having to close and reopen another screen. This is true for a simple return reservation or if a passenger is requesting a 3rd leg or additional trips on the same or different day.

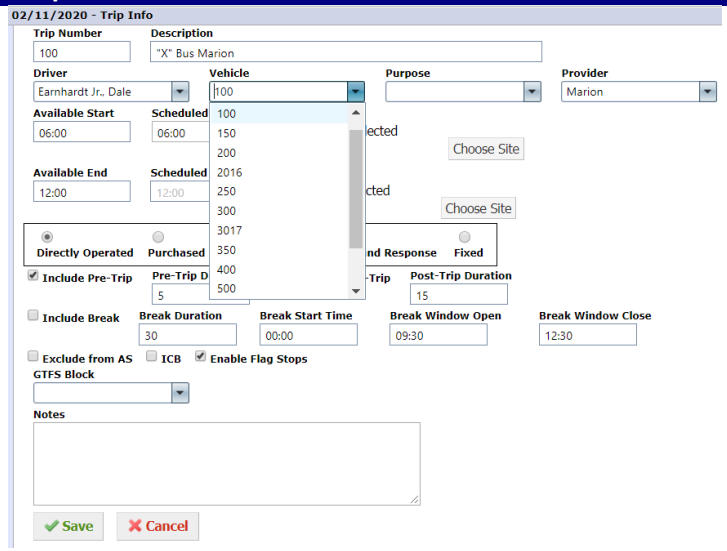
TR #	Technical Requirement Description	Y/C/N	Response:
			When a client has a PCA, escort or companion, the call taker can make note of this while taking the reservation; it then will be documented and viewable on the driver's manifest. Fares or fees are automatically calculated if the rider is traveling under a bill code that charges extra for PCAs, escorts, or companions.
Trips with Multiple Customers			
TR.5.6	System supports scheduling of trips involving multiple customers traveling from the same origin to the same destination.	Y	CTS Software meets and/or exceeds the requirement description
Subscription Trip Templates			
TR.5.7	System supports creating, editing, and deleting of subscription trip templates. These describe repeat trips that recur on a specified basis, such as every Monday at 11 am.	Y	TripMaster's subscription tools allow the licensee to book standing order trips regardless of their recurrence, including daily, weekly, and biweekly, as well as first, second, third, fourth, and fifth occurrence, and for the first or last workday of the month. Call takers can lock clients onto a trip for group booking purposes, so separation doesn't occur. Users can "suspend" or "turn off" subscription rides as needed. For example, if a rider will be out of town for two weeks, the dispatcher

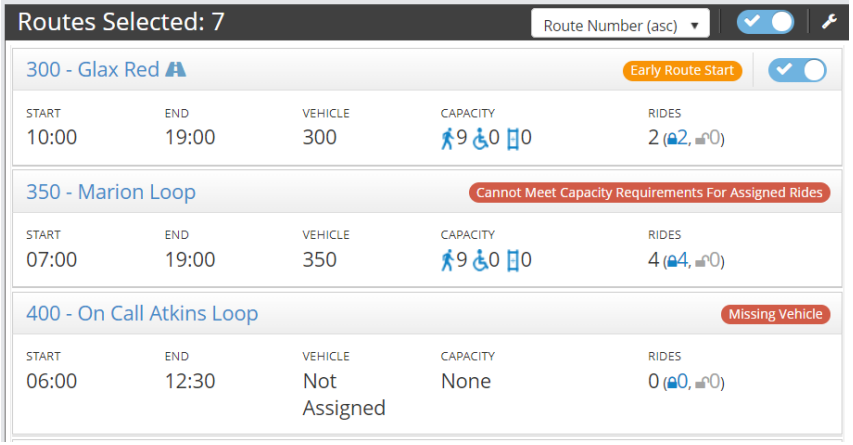
TR #	Technical Requirement Description	Y/C/N	Response:
			can select a two-week suspension that will automatically revert to active status at the end of the period. 
TR.6. Runs			
Run Data Records			
TR.6.1	System supports creating, editing, and deleting of run records.	Y	TripMaster allows users to create, edit and delete runs. This can be accomplished in Subscription mode, recurring each day or it can be accomplished on a daily basis, non-recurring.
General Run Data			
TR.6.2	System supports editing general information about runs that have been entered in the system, such as driver of run, vehicle used for run, odometer readings at beginning and	Y	CTS Software meets and/or exceeds the requirement description

TR #	Technical Requirement Description	Y/C/N	Response:
	end of run, start time and end time of run, and series of trips scheduled for the run.		
Recurring Run Templates			
TR.6.3	System supports creating, editing, and deleting of recurring run templates. These describe runs that recur on a specified basis, such as every Monday and every Friday from 9 am to 5 pm.	Y	CTS Software meets and/or exceeds the requirement description
TR.7. Scheduling and Dispatch			
Call-n-Ride Service			
TR.7.1	System supports specification and scheduling of “call-n-ride” or “dial-a-ride” type of service, as implied by many of the preceding requirements. In such service, vehicles can pick up	Y	Our proposed system meets all core requirements using some of the most proven systems available and enables cost effective integration

TR #	Technical Requirement Description	Y/C/N	Response:
	and drop off passengers anywhere within a geographically defined service area. Correspondingly, the route and series of stops that the vehicle makes will often be very different from one day to the next, depending on the set of trips that need to be served and how those trips are allocated to different vehicles in the fleet.		with additional optional technologies. Our experience in system integration is 100% compatible with the integrations requested of the onboard hardware and the important phased approach. We are proposing a solution that fully delivers on the objectives and outcomes detailed in the RFP. The main purpose of any transit service is to serve your riders and clients by improving their overall experience while reducing your cost. CTS Software meets and/or exceeds the requirement description
Advanced Scheduling			
TR.7.2	System supports advanced scheduling of trips.	Y	TripMaster allows scheduling of trips up to and including infinite future dates.
Same-Day Scheduling			
TR.7.3	System supports scheduling of trips onto same day runs, including runs that may already be underway (assuming that the run has sufficient slack capacity to accommodate the trip).	Y	TripMaster provides the end user with the ability to either manually schedule a same day trips or will call trips onto a same day runs even when the run is active as well as utilize the automated scheduling engine to assist with scheduling the trip.

TR #	Technical Requirement Description	Y/C/N	Response:
Manual Trip Scheduling and Tracking			
TR.7.4	System allows staff to manually schedule trips, including entering new trip requests, adding a trip to a run, modifying the sequence of trip pickups and drop offs on a run, removing a trip from a run, and updating information about trip outcomes, such as whether the trip was completed and actual pickup and drop off times.	Y	The CTS Software philosophy is that the licensee always has full control of their schedules. To that end, the licensee may manually schedule trips to a run with a simple drag and drop or move functionality. In addition, users may manually override any data within TripMaster even when using the automated scheduling engine. Upon accepting Auto Scheduler results, users can move, copy or delete rides using a drop-down selection box while reviewing the schedule development. Users move reservations by clicking, dragging, and dropping. TripMaster tracks and records individual user actions, creating a historical account of changes, including name of user, time and date the action was performed, and action performed. The licensee has full access to these records, which cannot be altered.
Manual Run Entry and Tracking			
TR.7.5	System allows staff to manually enter and update information about runs such as driver, vehicle, start and end times, trips served, and beginning and ending odometer reading.	Y	CTS Software meets and/or exceeds the requirement description

TR #	Technical Requirement Description	Y/C/N	Response:
			
Manual Scheduling Aids			
TR.7.6	System provides tools to help schedulers determine feasible and efficient trip and run schedules. Possible examples include keeping track of vehicle occupancy (and making sure falls within capacity) or highlighting cases in which the estimated time of arrival is much later than the scheduled arrival time. Please describe manual scheduling aids provided by your system.	Y	TripMaster comes equiped with scheduling audits for when the licensee manually schdules trips to a run. Although the system will allow a manual override, a notification alerting the end user that there is an issue with what was manully scheduled will be clearly identified. Such as the run must start earlier than anticipated to accommodate the manually scheduled trip or that there was a non-ambulatory rider placed onto a ambulatory only vehicle.

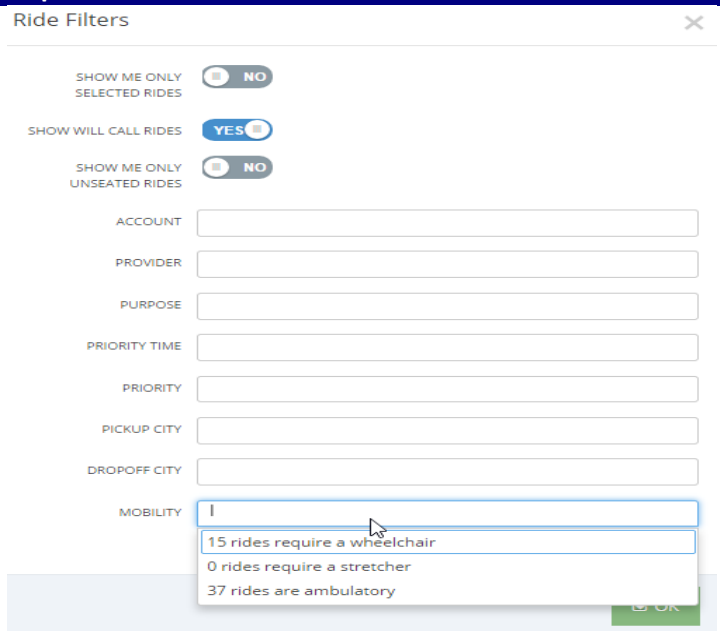
TR #	Technical Requirement Description	Y/C/N	Response:
			
Automatic Instantiation of Subscription Trips			
TR.7.7	System can generate new subscription trips automatically for the specified days and times associated with subscription trip templates.	Y	TripMaster allows scheduling of subscription trips up to and including an infinite future date. A subscription trip entered today that does not have a predefined end date can be visible on the daily schedule for June of 2050 (for example).
Automatic Instantiation of Recurring Runs			
TR.7.8	System can generate new recurring runs automatically for the specified days and times associated with recurring run templates.	Y	TripMaster allows scheduling of subscription runs up to and including an infinite future date. A subscription run entered today that does not

TR #	Technical Requirement Description	Y/C/N	Response:
			have a predefined end date can be visible on the daily schedule for June of 2050 (for example).
Default Scheduling for Subscription Trips and Recurring Runs			
TR.7.9	System allows staff to indicate that a subscription trip should be added to a recurring run by default; schedulers can subsequently alter this assignment if needed.	Y	TripMaster's subscription tools allow the licensee to book standing order trips regardless of their recurrence, including daily, weekly, and biweekly, as well as first, second, third, fourth, and fifth occurrence, and for the first or last workday of the month. Call takers can lock clients onto a trip so separation doesn't occur by autoscheduling. Separation can be performed manually at any time.
Schedule Optimization Algorithms			
TR.7.10	System provides algorithms that can assign trips to runs and sequence trips within runs in order to build feasible and efficient schedules.	Y	TripMaster's Auto Scheduler automatically batches all bookings for a travel day. The system is based on actual street networks in the service area by x- and y- coordinates, parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers. Users configure Auto Scheduler settings under the Schedule Profile Master, including time windows, load time, and different weights for

TR #	Technical Requirement Description	Y/C/N	Response:
			speed or distance, and the Auto Scheduler uses Esri's Real Street Network data to optimize routing. Auto Scheduler optimization functions consider the following: ▪ speeds ▪ turn restrictions and impedances ▪ vehicle load capacities ▪ time ▪ historical traffic ▪ customer needs ▪ equipment availability ▪ time windows of equipment available ▪ time windows for customer pickup and drop-off ▪ priority of stops TripMaster offers users a detailed review process for optimization results before they accept a proposed schedule. Review options include: a specific order of assigned trips per route review; a step-by-step review displaying distance and time from stop to stop, and the option to display a detailed mapping screen to visually clarify the direction of travel.

TR #	Technical Requirement Description	Y/C/N	Response:
Optimize Entire Schedule			
TR.7.11	Making use of the scheduling algorithms, the system can build an entire day's schedule - assigning and sequencing all trips and runs - from scratch.	Y	TripMaster includes our Auto Scheduler module, allowing users to dynamically batch-schedule all riders for a day at once and/or one at a time for same-day, on-demand trips. This tool optimizes routes for efficiency given your available resources, while following rules/standards for pickup and drop-off windows and ride times created by the licensee.  We are extremely pleased that we chose CTS Software. The transition from manual scheduling to automated has gone smoothly. The drivers have transitioned quickly, and the customer service has been stellar – Winchester Transit, VA. In all phases of trip optimization, TripMaster's intelligent automated scheduling identifies the best possible solution to improve ridesharing possibilities, decrease deadhead time and miles, increase on-time

TR #	Technical Requirement Description	Y/C/N	Response:
			performance and provide a positive passenger experience. CTS Software algorithms coupled with the most up to date map data, street routing, traffic patterns and user controllable settings, TripMaster's intelligent automated scheduling makes highly accurate drive time estimates. Although a complete automation process is in place, we feel it is extremely important that our customers are always in control of their schedules
Optimize Changes to Schedule			
TR.7.12	Making use of the scheduling algorithms, the system can optimize partial changes to an existing schedule. Examples include finding a run on which to place a new trip request, or canceling one run and rescheduling as many trips from that run as possible onto other runs. Please describe the options that are possible with your system to make partial changes to a schedule via optimization algorithms.	Y	The Auto Scheduler allows the end user to schedule trips with filter options; for example, assigning first scheduling priority to wheelchair assignments or specific accounts.

TR #	Technical Requirement Description	Y/C/N	Response:
			
Scheduling Parameters			
TR.7.13	System allows Transit Agencies to set up scheduling parameters that can be used by the scheduling algorithms to ensure that resulting schedules are feasible for the Transit Agency to implement. Examples of scheduling parameters might include minimum arrival time buffer to help ensure on time performance even when the vehicle experiences minor delays, rules regarding required break times (e.g. lunch break) for drivers in the middle of a run, or indicating that two particular customers should not be scheduled on the same run if possible. Please describe the parameters that	Y	The licensee will create "Schedule Profiles" to be used when running the Auto Scheduler. These profiles define, among other factors: • How long a passenger can be on the vehicle • How early a passenger can be dropped off prior to their appointment • How long a passenger can wait for pickup after an appointment

TR #	Technical Requirement Description	Y/C/N	Response:
	your system makes available for Transit Agencies to tailor the results of the schedule building optimization algorithms.		• How much time to designate for boarding preparation • Additional time windows to load passengers with special assistances or mobility methods. TripMaster allows an unlimited number of Schedule Profiles to be configured and applied to riders and rides. Upon considering the Schedule profiles for each ride within that day's schedule, the Auto Scheduler will determine optimal route efficiency. The transportation provider will create a default Schedule Profile with general parameters the Auto Scheduler will take into consideration for passengers, trips, and routes. In coordination with how long passengers can be on the vehicle ("Max Ride Duration,") the transportation provider may specify to add the "direct drive time" to the earliest pickup and last drop-off, to determine the route's most beginning and end.
Scheduling API			
TR.7.14	System provides an API that allows 3rd party applications to connect to the system, issue a request for scheduling a trip, and receive confirmation that the trip has been scheduled (or alternatively a notice that the trip could not be scheduled, and why).	Y	Listed as an optional add-on feature, CTS Software has developed an in-house interface with what is called the Ride Portal. This allows passengers as well as third party delegates to request a trip, receive

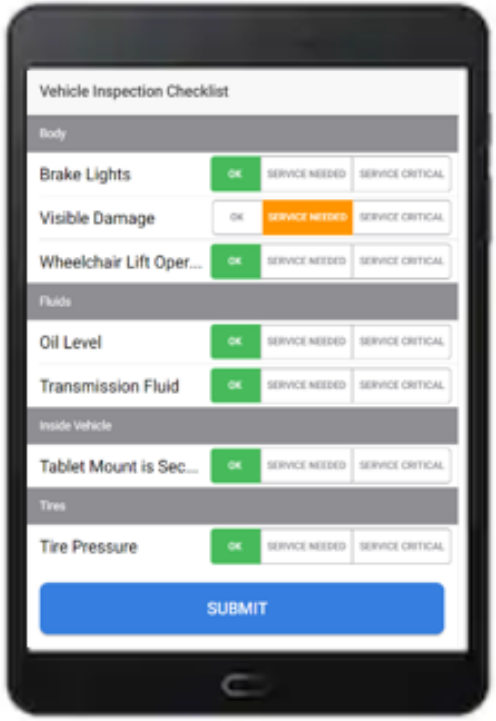
TR #	Technical Requirement Description	Y/C/N	Response:
			confirmation the trip has been accepted/reject. More information can be found on page 143
Validation of Trips			
TR.7.15	System includes functionality to validate trip records at the end of the day to reconcile between trips originally scheduled and trips actually delivered. Please describe the data that is updated as well as the manual and automated portions of the validation process.	Y	TripMaster can also accommodate manual data entry if ParaScope – mobile application for drivers to capture data in real-time is not implemented. A specific section in TripMaster called “Trip Validation” guides the end user through enter data manually that would have recorded on paper manifests by the driver.

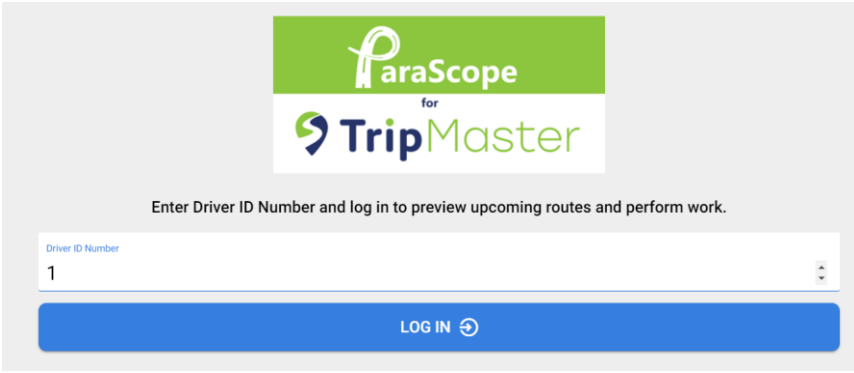
TR #	Technical Requirement Description	Y/C/N	Response:
			 When using ParaScope – mobile application for drivers (optional feature), the need for manual entry is rare, because ParaScope temporarily saves data when cellular connectivity may not be available. This is extremely important in rural areas where cellular signals may be sparse. Once the tablet reconnects with a cellular connection, all data compiled while out of the service area will then be transmitted back to the software.

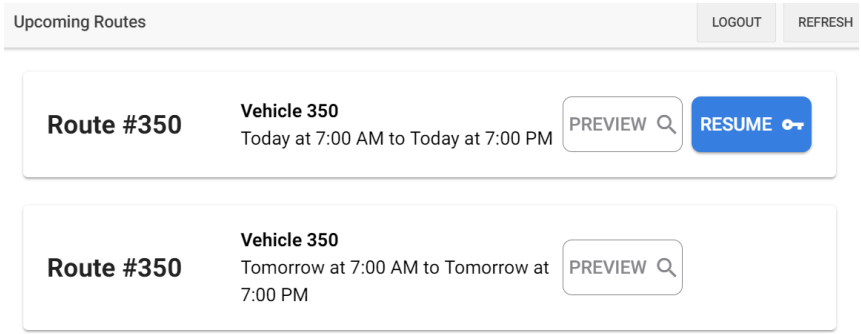
TR #	Technical Requirement Description	Y/C/N	Response:
TR.8 Customer Communications			
SMS Customer Messages			
TR.8.1	System can provide trip reminder and update messages to customers via SMS texts.	Y	SMS Customer Messages and IVR Customer Communication are both functionality of the same module provided by CTS Software called Passenger Reminders. With an industrywide annual average of 3.5 percent rider no-shows, we have developed our IVR to help decrease wasted drive time, fuel, and vehicle wear and tear by minimizing this percentage. **Your riders can receive a call or text message the day before and/or shortly beforehand on the day of their pickup**, minimizing no-shows and your staff's frustration. The IVR system requires no effort from your staff—everything is performed seamlessly through TripMaster and remote servers, and because the entire process is web-based, your phone lines remain free the entire time. TripMaster gives you the freedom to customize the messages by using templates stored in the Reminder Profile Message in order to convey the exact message you would like to get across to your passengers.

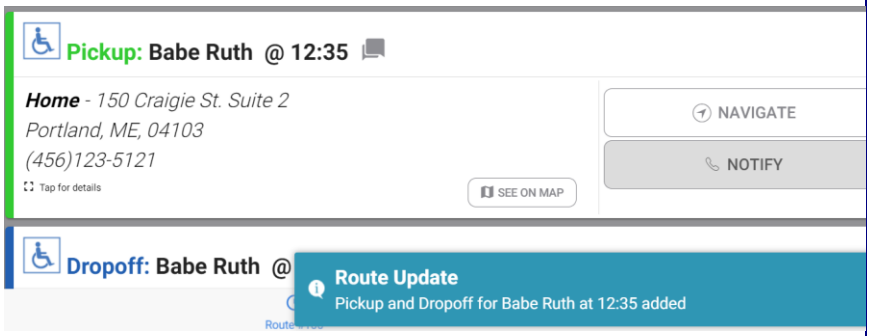
TR #	Technical Requirement Description	Y/C/N	Response:
			Messages will always include a call back number which will be determined by the licensee so all outbound calls display your number for passenger recognition.
IVR Customer Communications			
TR.8.2	Please indicate whether your system can provide trip reminder and update messages to customers via IVR.	Y	IVR Customer Communication and SMS Customer Messages are both functionality of the same module provided by CTS Software called Passenger Reminders. With an industrywide annual average of 3.5 percent rider no-shows, we have developed our IVR to help decrease wasted drive time, fuel, and vehicle wear and tear by minimizing this percentage. **Your riders can receive a call or text message the day before and/or shortly beforehand on the day of their pickup**, minimizing no-shows and your staff's frustration. The IVR system requires no effort from your staff—everything is performed seamlessly through TripMaster and remote servers, and because the entire process is web-based, your phone lines remain free the entire time.

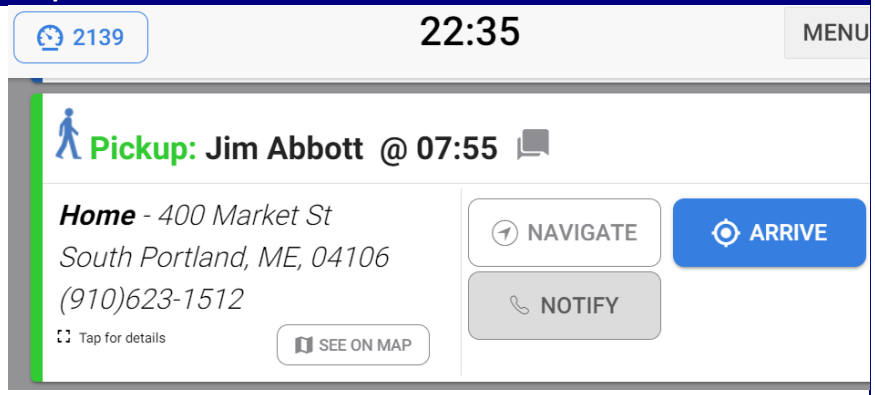
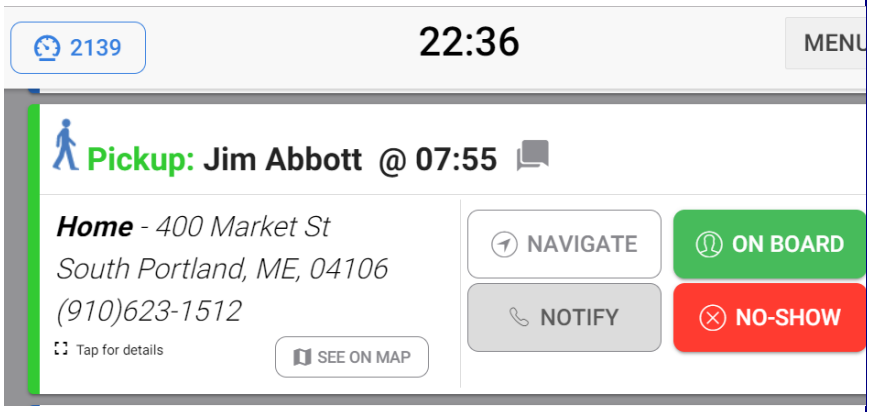
TR #	Technical Requirement Description	Y/C/N	Response:
			TripMaster gives you the freedom to customize the messages by using templates stored in the Reminder Profile Message in order to convey the exact message you would like to get across to your passengers. Messages will always include a call back number which will be determined by the licensee, so all outbound calls display your number for passenger recognition.
TR.9 CAD/AVL and Driver App			
Mobile Data Computers (MDCs) with GPS and Driver App			
TR.9.1	In support of computer aided dispatch (CAD), automated vehicle location (AVL), and communications between dispatchers and drivers, the system includes MDCs with GPS (for determining vehicle location), cellular communications, and a driver app.	Y	CTS Software proposes our in-house mobile application, ParaScope, to be paired with TripMaster. CTS Software suggests Samsung Galaxy Tab A (8”) tablets for Android preferred devices or IPAD Mini tablets for IOS preferred devices protected by a rugged, industry tested protective case, and mounted in the vehicles using one of many RAM mounts designed for different vehicle types and operational specifications.

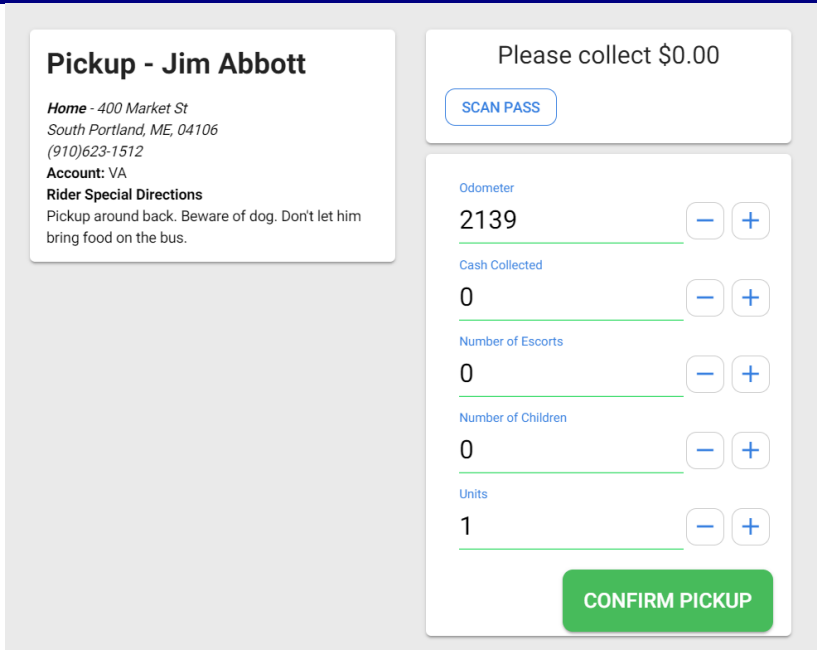
TR #	Technical Requirement Description	Y/C/N	Response:
Driver App: Pre-run Vehicle Inspections			
TR.9.2	The driver app can be configured to lead the driver through a pre-run vehicle inspection. Each Transit Agency can configure the information and checks that should be included in this inspection.	Y	As your agency moves in a digital direction, electronic inspections just make sense. When your drivers use ParaScope for inspections, information about vehicle issues is immediately communicated to TripMaster, letting you respond quickly. You can customize your pre- and post-trip inspections as well as acceptable results and hard stops for failed inspection items. The electronic inspection feature is included with ParaScope. **There is NO additional charge.**  Driver pretrip inspection lists are defineable and setup by the licensee using the “Master Pages.” Drivers will have the option to pass the item

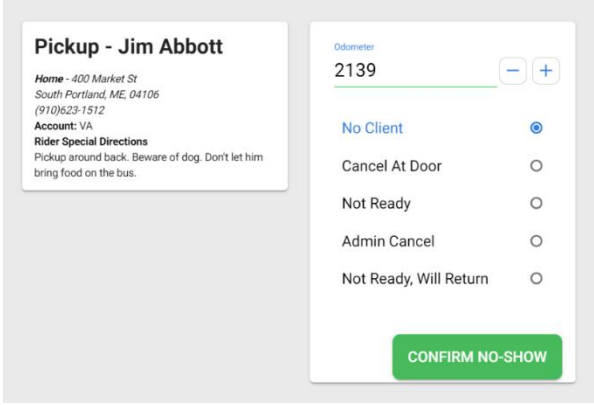
TR #	Technical Requirement Description	Y/C/N	Response:
			by selecting “ok,” document that service is needed soon, or document a critical service need
Driver App: Stepping through the Manifest			
TR.9.3	The driver app leads the driver through the series of steps - traveling from one location to another, picking up a passenger, dropping off a passenger, etc. - necessary to complete the run’s manifest. If the manifest changes during the run, the updates to the manifest will be automatically transmitted to the driver app.	Y	On the home screen, the ParaScope icon will be displayed and the driver will tap the icon to pull up the log in screen. This brings up the driver’s login screen, where the unique Personal Identification Number (PIN) will be entered. In the top field, tap your finger on the words “Enter PIN.” This brings up a keyboard to enter the PIN.  Drivers also have the option to select “Preview Upcoming Routes,” which displays information pertaining to routes for that driver in the

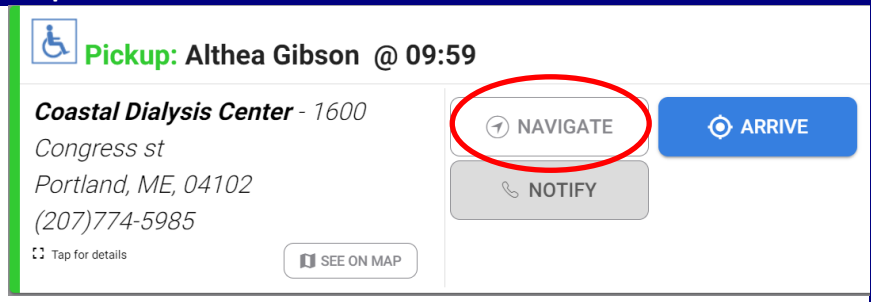
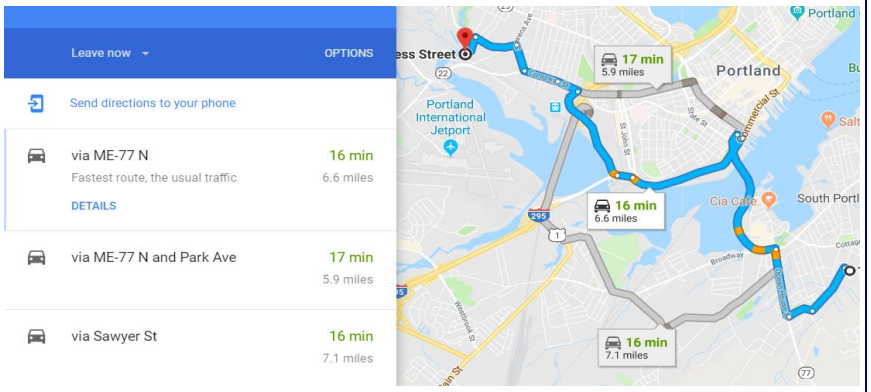
TR #	Technical Requirement Description	Y/C/N	Response:
			future. This is typically used at the end of the current day's route, so the driver has an idea what time their route starts for tomorrow, along with passengers, locations and times. Only when the driver needs to log out of ParaScope before completely finished their shift will ParaScope require them to "resume". All data will be retained and buisness will continue as expected for the driver and dispatch.  ParaScope displays all trip information for the entire day. The next days trips information is also available to the driver as a preview only mode. All trip updates including add-ons and cancelations will automatically fall in-line according to times and all trip updates deliver a notification window to provide the details as to what change occurred to the driver.

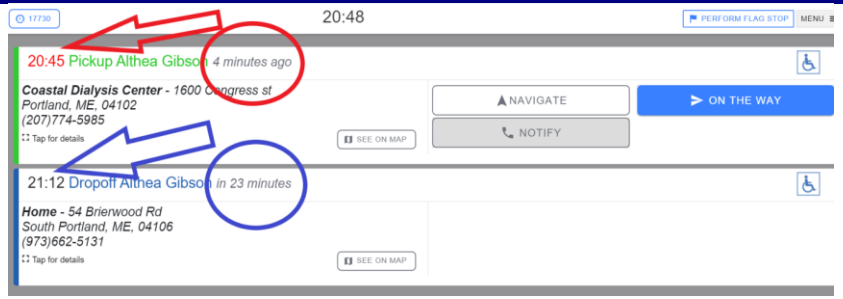
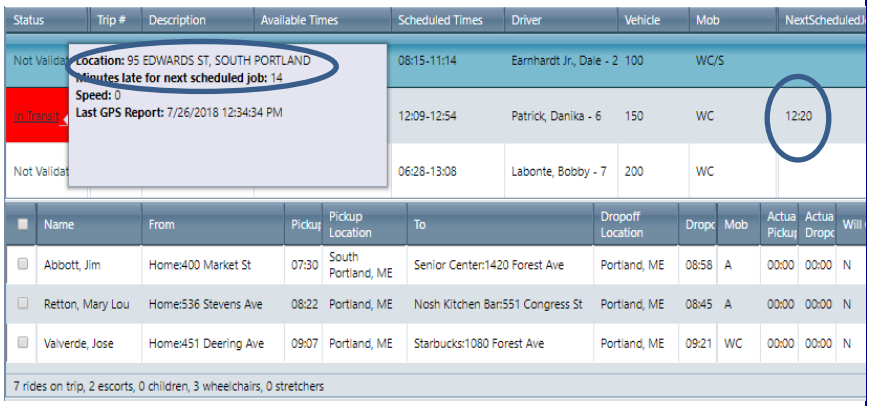
TR #	Technical Requirement Description	Y/C/N	Response:
			In addition to data capture, real-time updates to drivers' schedules are performed automatically and instantly any time a change, addition, or deletion is made to a reservation or the schedule itself. When office staff perform one of these actions, a notification is displayed on the MDT to the driver along with a notification tone. The action is then reflected on the driver's schedule automatically and instantly. 
Driver App: Updating Trip Outcomes			
TR.9.4	The driver app prompts the user to specify the outcome of each trip, such as trip completed or no-show.	Y	As soon as you have parked your vehicle at the location, click "Arrive," logging that your vehicle has arrived at the location. The dispatcher is able to track the vehicle's location and log wait times.

TR #	Technical Requirement Description	Y/C/N	Response:
			 When you click “Arrive,” the button turns green and says “On Board” or “no-Show” Which is to be selected once the passenger boards the vehicle or a no-show has been confirmed. 

TR #	Technical Requirement Description	Y/C/N	Response:
			 When you click “on-board” there are several fields available with prepopulated by editable information. • The current odometer, • Fare, if you collect cash from passengers. This will be 0 if you do not collect cash, and is ONLY filled in for cash. Tickets, cards, and non-cash items don’t count! Only enter cash received. • Number of children and escorts.

TR #	Technical Requirement Description	Y/C/N	Response:
			• Number of units Now we have arrived at the next location, and will go over some other possible scenarios. This time the client comes to the door to tell you they're not going to their appointment. We will still click the green "Perform" button, but this time will choose the red "No Show" option. 
Driver App: Turn-By-Turn Instructions			
TR.9.5	The driver app can provide turn-by-turn directions for each leg of the run, or alternatively can deep-link into an alternate navigation program that has been installed on the device with the directions for the next leg of the journey already loaded.	Y	ParaScope's turn-by-turn directions are provided through Google Maps providing multiple route options, ETA's and real-time traffic. When the driver arrives at a destination, Google Maps automatically closes, and client pickup or drop-off is displayed on the device for the driver to perform the job.

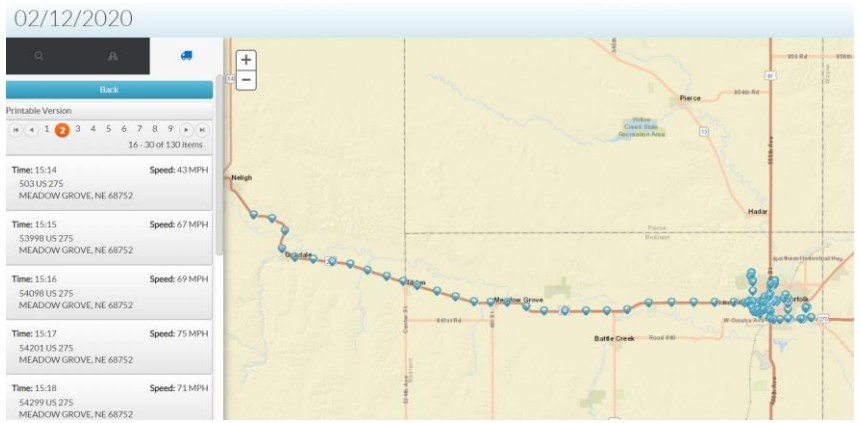
TR #	Technical Requirement Description	Y/C/N	Response:
			 
Driver App: ETA Updates			
TR.9.6	The driver app can provide updated ETA for upcoming stops based on current vehicle location and real-time traffic information.	Y	TripMaster's ParaScope driver application updates the driver if they are behind schedule or ontime.

TR #	Technical Requirement Description	Y/C/N	Response:
			 CTS Software has gone to great lengths to provide dispatchers and other staff members with tools needed to utilize the information being collected in real time by ParaScope. The "Daily Schedule" screen is constantly providing the current location, speed, load, next scheduled job time, and a measure of how far ahead or behind schedule that vehicle is running. 

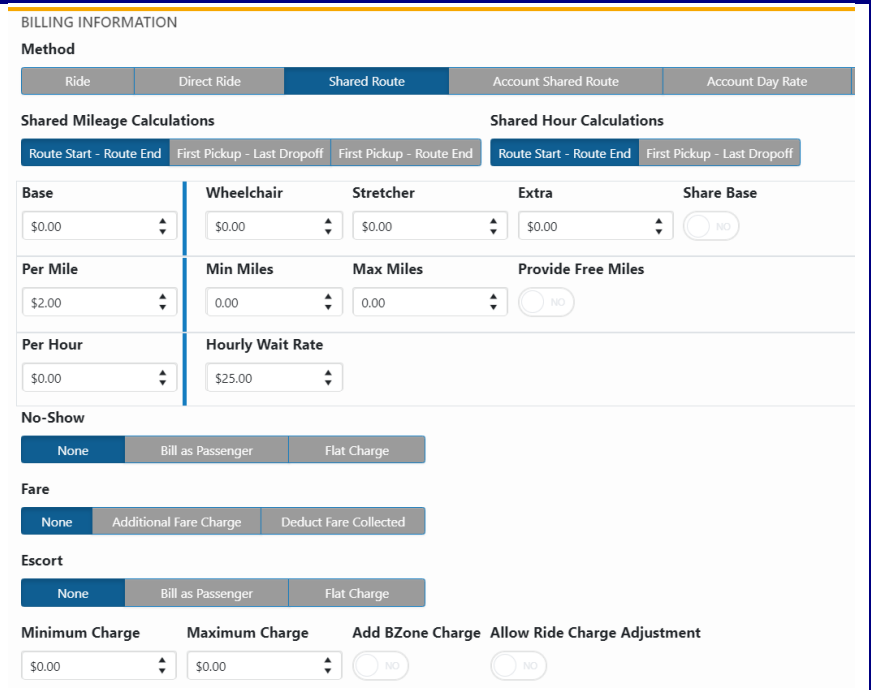
TR #	Technical Requirement Description	Y/C/N	Response:
Driver App: Transmit Information to CAD			
TR.9.7	The driver app sends a stream of data to the CAD system including updates to current vehicle location and status.	Y	While drivers perform pickups and drop-offs throughout the day, the manifest and Daily Schedule screens update in real-time. With each status update, Trip Master captures the arrival time, boarding time, drop-off time, and odometer readings automatically. This eliminates the need for manual data entry, and increases accuracy of collected data.
Driver App: Store and Forward			
TR.9.8	In the event that communications become unavailable (e.g., the vehicle passes through an area with poor cellular coverage), the driver app stores the information and then forwards all stored data once communications are re-established.	Y	Being that TripMaster caters to about 95% of clients in rural areas, CTS has provided an extensive amount of effort to make sure dead zones or bad cellular service has a minimal negative impact. In the situation the driver is out of cellular service, or other possible communication issues, there is a sync column on the daily schedule which is color coded and will notify the end user when a message or schedule change was not delivered. ParaScope has been designed to function properly when there is an interruption in cellular service. All data is stored on the internal

TR #	Technical Requirement Description	Y/C/N	Response:
			storage of the device and application. ParaScope will constantly try to transmit the collected data back to TripMaster until successful. This guarantees that not data is ever lost.
Driver App: Text/Chat			
TR.9.9	The driver app provides functionality that allows a driver to send textual messages to the dispatcher.	Y	Drivers and dispatchers can communicate in real-time via canned or customized text messages so drivers can keep their eyes on the road. Managers can use data collected by this technology to accurately analyze on-time performance and make improvements.
Driver App: Emergency Alert			
TR.9.10	The driver app allows a driver to transmit an emergency alert to the dispatcher.	Y	With the use of canned messages, the licensee may create a message the driver can select called “Emergency” which is communicated back to dispatch in real-time for immediate assistance.
CAD Display: Service Area Map			
TR.9.11	The CAD module includes an electronic map of the service area that allows for mapping and display of vehicle and stop locations. The map is kept up to date (e.g., updated to include new roads as they are built, etc.) over the life of the project.	Y	CTS Software provides mapping for the entire United States to all databases. The mapping is NOT limited to just your service area. It is important to CTS that transit providers can expand their service areas

TR #	Technical Requirement Description	Y/C/N	Response:
			without additional expenses related to their software solution and coordinate with neighboring transit providers.
CAD Display: Vehicle Display			
TR.9.12	The CAD module can show current vehicle locations and status indicators. The user can determine which vehicles should be shown.	Y	ParaScope sends information within every 30 seconds that TripMaster users can access in many ways. The Daily Schedule screen constantly provides the current location, speed, load, next scheduled job time, and a measure of how far ahead or behind schedule that vehicle is running. Having this information at your fingertips allows the system users to better respond to last minute changes and be proactive when vehicles are behind schedule. In addition to providing the information listed above, the AVL page shows a color-coded map of all vehicles and their status. The transportation provider can easily overlay the route the driver is performing to review schedule adherence and possible deviations. Users can zoom to a particular site on the map in order to find the closest vehicle. From time to time it also becomes necessary to see where a vehicle has been and the speeds at each reported intervals. The user can print out a list of stops and the speed the vehicle was traveling at that time, for a quick review.

TR #	Technical Requirement Description	Y/C/N	Response:
CAD Display: Prior Vehicle Paths			
TR.9.13	The CAD module can track and show the prior path that a vehicle has followed on the current run. The user can determine whether and which prior vehicle paths should be shown.	Y	Our breadcrumb style vehicle location maps are a great help in assessing service deficiencies. Vehicle tracking is extremely accurate and is readily available. As with all map views, the window can be zoomed in and out using a scrolling wheel mouse or the tool bar in the lower right hand of the map window. Determining the current position of all vehicles – either in real time (i.e. now) or a specific period of time (i.e. between 0600 and 0610) is also done in the context map. 

TR #	Technical Requirement Description	Y/C/N	Response:
CAD Display: Upcoming Stops and ETA			
TR.9.14	The CAD module can shows upcoming stops and ETAs for a vehicle run. The user can determine whether and which upcoming stops and ETAs should be shown.	C	No additional cost. Coming in 3rd quarter of 2020.
TR.10 Fare Sources, Fare Structure, Billing and Payment			
Configure Funding Sources			
TR.10.1	System supports configuration of funding sources that may be applied for different customers or trips.	Y	CTS Software has taken all measures to ensure that the products proposed include all components to a transportation agency's needs. This being said a specific function of TripMaster is the interface with the billing component. CTS has designed a section within the "Master Files" to create as many accounts or fare types as needed. The licensee will create billing accounts related to billing per mile, per ride, per hour, or any combination of the three. There are several additional specifications that can be adjusted to any account created. Some examples of these specifications are: shared mile, shared trip, direct mile, and additional charges that may apply to wheel chair, wait time, escorts, or fares.

TR #	Technical Requirement Description	Y/C/N	Response:
			 The billing interface is directly related to your ridership and calculated accordingly. Once a day has successfully been recorded in the database, creating bills and invoices is a simple click of the button. Trip Master Software provides the licensee with the ability to customize invoices and choose from several different formats. From a basic invoice for a quick mailing, to a detailed full report for a

TR #	Technical Requirement Description	Y/C/N	Response:
			complete breakdown of each individual ride, the billing component of this program will perform up to expectations.
Configure Fare/Donation Structure			
TR.10.2	System supports configurable fare structure or donation amounts that may be applied to different services or trips. Examples include flat fare, mileage-based fare, zone-based fare, and flat suggested donation. Please describe options for setting up fare or donation amounts in your system.	Y	TripMaster contains customizable billing features. The licensee can create an infinite number of billing accounts related to billing per mile, per ride, per hour, or any combination of the three, along with additional specifications that can be adjusted to any account created: shared mile, shared trip, direct mile, and additional charges that may apply to wheelchairs, wait time, or escorts. Once a day has successfully been recorded in the database, creating bills and invoices is quick, and the user can customize invoices and choose from several different formats.
Billing Function			
TR.10.3	System has the ability to generate reports or invoices based on services delivered, cost of trips, and fares collected. Describe the billing functions that are part of the core system. For systems with multiple funding sources or Contractors, describe the ability of the core system to generate invoices or reports for different fund sources or Contractors.	Y	The billing interface is directly related to your ridership and calculated accordingly. Once a day has successfully been recorded in the database, creating bills and invoices is a simple click of the button. Trip Master Software provides the licensee with the ability to customize invoices and choose from several different formats. From a

TR #	Technical Requirement Description	Y/C/N	Response:
			basic invoice for a quick mailing, to a detailed full report for a complete breakdown of each individual ride, the billing component of this program will perform up to expectations. **CTS Software also works closely with MTM and National Med Trans as 2 of the 3 Medicaid Brokers in the state for simplified billing processes.**
Electronic Fare Payment			
TR.10.4	System supports one or more forms of electronic payment, such as a mobile payment app or prepaid fare cards that can be scanned and debited by driver. Please describe all options supported by the system.	Y	CTS Software is proposing our ParaPass solution to meet the needs of the electronic fare collection. ****ParaScope (driver mobile application) and related hardware is required to use ParaPass** Because ParaScope uses the forward-facing camera of the device to scan the pass****  ParaPass will be getting a major upgrade by the end of the first quarter of 2020 which will include the ability to purchase passes online or via ParaPortal (passenger app) as well as add funds to an existing pass.

TR #	Technical Requirement Description	Y/C/N	Response:
			Using ParaPass today, the initial payment and reloading of funds is done by office personnel. ParaPass is designed to eliminate the cash transaction between drivers and passengers by pre-loading funds on to a custom designed pass. ParaScope, the in-vehicle application for drivers, allows the driver to select that a passenger is getting on the vehicle with a pass to pay their fare. Pre-populated fares can be configured based on the passenger type. For example, a charge of $1.00 for Seniors can be created and assigned and a charge of $3.00 for General Public can be created and assigned to assist with automating fares based on passenger types.

TR #	Technical Requirement Description	Y/C/N	Response:

Rider Types

Global Search ... | Active

▲Name	Default Fare
General	3
Senior	1.5
Disabled	1.5
Child	0

Within TripMaster, a section labeled “Pass Management” provides a detailed list of all passengers assigned a pass as well as the details about their balance, history and much more. Different types of passes can be created based on your business practices and objectives.

▲Pass ID	Pass Type	Rider	Rider Type	Balance	Remaining Days	Active	
f107f	Flex	Robinson, Jackie	General	17 rides	N/A	Yes	View History
fef2b	Flex	Gehrig, Lou	General	47 rides	N/A	Yes	View History
1e0fd	Cash	Platow, Derek	Senior	$23.50	N/A	Yes	View History
6d358	Cash	Street, Picabo	General	$55.00	N/A	Yes	View History
a4bcb	Cash	Mantle, Mickey	General	$20.00	N/A	Yes	View History

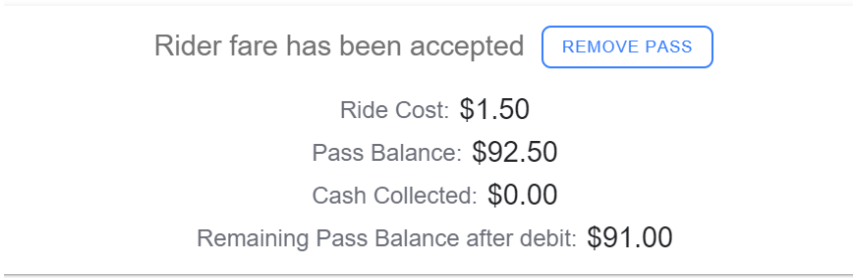
TR #	Technical Requirement Description	Y/C/N	Response:
			Cash Pass – Funds loaded on a pass ($50.00) Flex Pass Rides – Number of rides loaded on a pass (20 Rides) Flex Pass Date – Date range of availability to use the pass (Oct 1 – Dec 31st)

Pass Id: 81b4cafb-0465-526a-f3e5-2b8d4bc96609
Balance: $110.50
Pass Type: Cash
Rider Type: Child
Active: Yes
Rider Name: Platow, Heidi

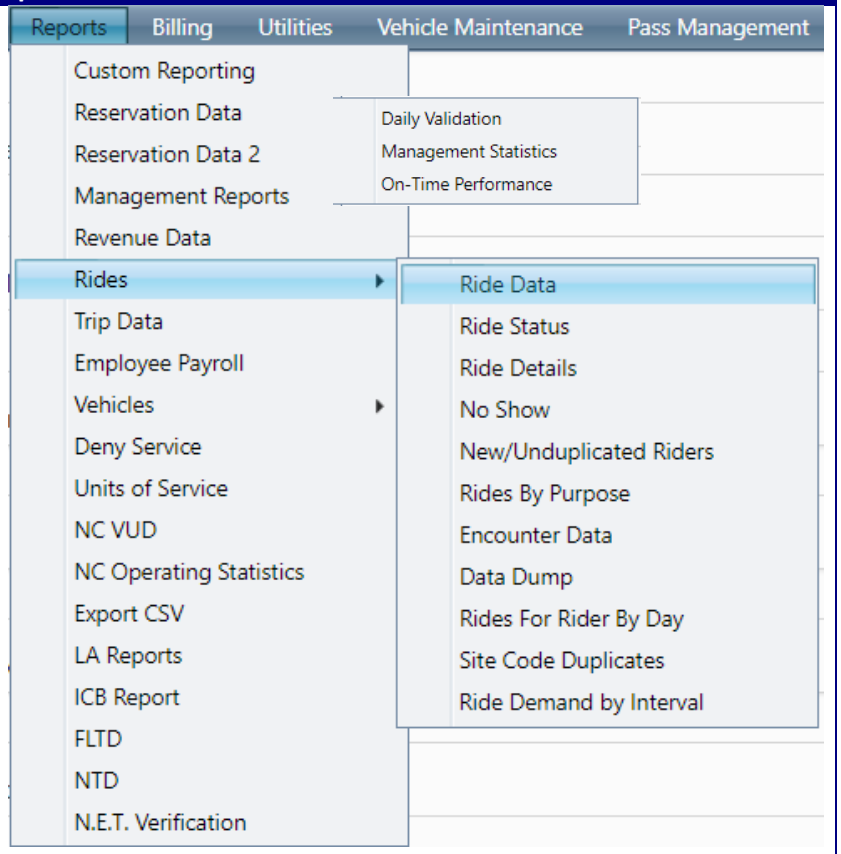
First < 1 2 > Last

▲Date	Type	Amount	Purchaser / Rider	User / Driver	Description
10/31/2018 09:35	New Purchase	$100.00	Heidi Platow	dplatow	
12/21/2018 10:20	Debit	-$1.50	Platow, Heidi	Earnhardt Jr., Dale	Pass used for ride at 451 Deering Ave Portland ME

When a driver scans the pass as a passengers boards the vehicle a screen is displayed to the driver and passenger notifying them of their available funds, amount deducted for this transaction and their remaining balance. If a passenger is using a different passengers pass, an alert will pop up notifying the driver that this pass belongs to another passenger (displaying the other passengers name) and giving the driver the option to provide the ride or deny the ride.

TR #	Technical Requirement Description	Y/C/N	Response:
			
TR.11. Reporting			
Manifest			
TR.11.1	System can export a hard copy manifest to give to a driver.	Y	TripMaster provides a number of different of paper manifest options depending on each agency's liking. When implementing and training ParaScope – mobile application for drivers, technical trainers will recommend paper manifests in addition to ParaScope until drivers are comfortable with the new technology.
Management Reports			
TR.11.2	System can generate additional reports to assist the Transit Agency in effectively managing and improving service. Reporting capabilities should include the following: • Fare revenue • Vehicle revenue miles • Vehicle revenue hours of service • Passenger boardings • Sponsored passenger	Y	Trip Master is equipped with one of the most detailed, powerful reporting engines in the industry, including customizable pre-designed

TR #	Technical Requirement Description	Y/C/N	Response:
	boardings • Organization/contract paid fares • Flex/fixed route data for all of the above • Medicaid trips • Medicaid fares • No shows • Trip purpose • Customer information • Fuel information (dates, gallons, cost) • Passenger demographic information • Vehicle PM reminders • Vehicle maintenance records • Driver hours/timesheets • Client trip detail Please enumerate the reports available in your system and describe how they meet the above reporting requirements.		system reports. The custom reporting interface does not require knowledge of Crystal report queries or other reporting methodologies. Each custom report created can be saved for future use, and there is no limit to the number of custom reports that can be created. All reports are created by queries run through SQL and displayed in Active Reports Web Viewer. All reports and other documents are exportable to formats including Excel, PDF, and Word. Our detailed training sessions cover all reports thoroughly. Standard reports include:

TR #	Technical Requirement Description	Y/C/N	Response:
			

TR #	Technical Requirement Description	Y/C/N	Response:
Ad Hoc Queries			
TR.11.3	System allows Transit Agencies to define and execute ad hoc queries of data stored in the system and then export results to csv or Excel files. Please describe the mechanisms through which Transit Agencies can specify ad hoc queries to execute.	Y	CTS' TripMaster software is equipped with one of the most detailed, powerful reporting engines in the industry, including customizable pre-designed system reports. The custom reporting module does not require knowledge of Crystal or Ad-Hoc report queries or other reporting methodologies. "We are **Very Satisfied** with TripMaster Before CTS, I would say, 'give me a couple days.' Not anymore! Choose a report, select your data range and print. We are very satisfied with TripMaster. - Transportation Plus of Lincoln, NE" Each custom report created can be saved for future use, and there is no limit to the number of custom reports that can be created. All reports are created by queries run, on the back end, through SQL and

TR #	Technical Requirement Description	Y/C/N	Response:
			displayed in Active Reports Web Viewer. All reports and other documents are exportable to formats including Excel, PDF and Word. Our detailed training sessions cover all reports thoroughly. All state or federally required reports will be added to your TripMaster database at no additional charge. Additionally, we will make an effort during the project management phase to better understand and design reports which might support your agency needs specifically.
Additional System Requirements			
TR.12. Data Ownership			
Purchasing Transit Agency Data Ownership			
TR.12.1	Purchasing Transit Agency shall own all data stored in the system.	Y	Under the contractual terms between CTS Software and each transit agency, all data will be owned by the agency. CTS Software never archives data. All data will always be available to each transit agency without having to contact CTS Software to retrieve it.
Final Data Export			
TR.12.2	At the end of the contract, the Contractor shall assist the purchasing Transit Agency by creating an export of all	Y	CTS Software meets and/or exceeds the requirement description

TR #	Technical Requirement Description	Y/C/N	Response:
	system data that can then be migrated into a different system.		
TR.13 Hosting, Backup, and Security			
Web Hosted			
TR.13.1	The system shall be web hosted. Please describe whether the system is hosted at the Contractor's own facility or via a 3rd party service such as AWS or Azure.	Y	TripMaster is fully hosted, 100% web-cloud based and is optimized for Chrome, Edge, and Internet Explorer. System data is stored in a Microsoft SQL 2016 relational database, hosted in the Microsoft Azure Cloud for HIPAA compliance as well as ePHI and FIPS encryption. Users are guaranteed a minimum 99.9% uptime with multiple fail-safes; our server architecture incorporates redundant instances, Always-On configuration, and other technologies to ensure you always have access to your software.
Fully Backed Up			
TR.13.2	The hosting arrangement will include a continuously updated backup of the database to allow for full restoration in the case of system failure. Please describe your procedures for system backup.	Y	CTS Software performs a database backup every 30 minutes, and a full system backup nightly. Additional information can be found within the attached document labeled, "2019 CTS Software Security and Privacy Policy and Procedure Manual" on the provided USB Flash Drive.

TR #	Technical Requirement Description	Y/C/N	Response:
HIPAA Compliant			
TR.13.3	The system shall be HIPAA compliant. Please indicate the date of your most recent audit to demonstrate compliance and indicate if you have signed any Business Associate agreements.	Y	CTS Software's most recent security audit was performed on July 2019 Additional information can be found within the attached document labeled, "2019 CTS Software Security and Privacy Policy and Procedure Manual" on the provided USB Flash Drive.
TR.14 Mobile Device Hardware and Security Requirements			
Configurable Lock Screen Functionality			
TR.14.1	When a vehicle is stationary and the mobile data computer has been idle for a specified period of time, the device screen can be automatically locked to reduce the chances that unauthorized third parties could inadvertently view or access sensitive information about a client. A driver will then need to provide valid credentials to unlock the screen. The amount of time that is allowed to pass before locking the screen can be configured by a system administrator.	Y	CTS Software meets and/or exceeds the requirement description
Secure Physical Device Mount			
TR.14.2	The system includes hardware for securely mounting mobile data computers within the vehicle to prevent theft of a device when the driver is out of the vehicle.	Y	CTS Software meets and/or exceeds the requirement description

13. Optional Capabilities

Fixed/Deviated Fixed/Flag Stop

TripMaster combined with ParaScope and ParaPass allows agencies the ability to manage their fixed/deviated fixed/shuttle/flag stop services as well as their demand response/paratransit services all in one place…all from one application in the office and in the vehicle.

CTS Software will import your GTFS data and TripMaster automatically creates a GTFS Block (See figure 1). Once a GTFS Block is selected the stops on that Block are automatically created on your schedule for the timeframe that vehicle/driver is available (See figure 2). For deviated fixed route scenarios, demand response reservations may be scheduled into the Block to maximize efficiency and utilization.

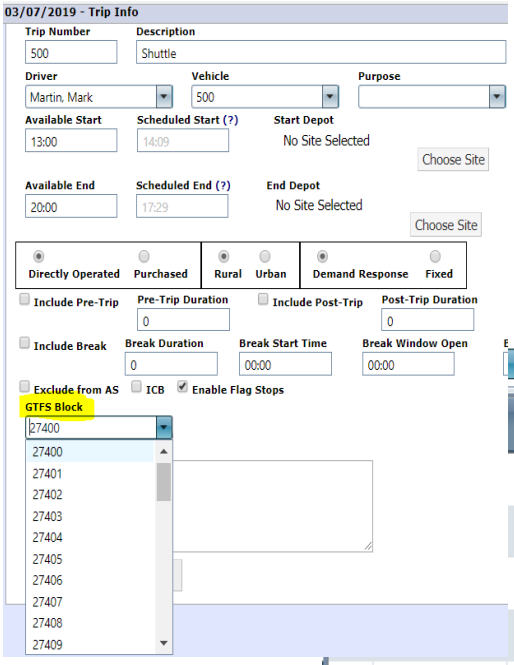


Figure 1

Figure 2

Shuttle 13:00-20:00 14:09-17:29 Martin, Mark - 4 500

	Name	From	Pickup
	Stop at: Quail Lakes Drive & Nth Pershing Avenue	Outbound	14:19
	Stop at: Mall Transfer Metro Hopper Dep	Outbound	14:27
	Stop at: Mall Transfer Metro Hopper Dep	Outbound	14:35
	Stop at: West March Lane & Nth Pershing Avenue	Outbound	14:43
Pending	Stop at: Brookside Road & Shadowbrook Drive	Outbound	14:55
Pending	Stop at: Quail Lakes Drive & West March Lane	Outbound	15:08
Pending	Stop at: Quail Lakes Drive & Nth Pershing Avenue	Outbound	15:19

Once a driver logs into ParaScope, their schedule for the day appears. Whether they are assigned to a route that has GTFS Blocks or a route that is doing demand response reservations, the option to “Perform Flag Stop” can be available andis customizable per route. Figure 3 below demonstrates the view for a driver with the GTFS Block selected in figure 1 and 2. You will notice Scheduled Stop times with their on-time performance displayed in real-time. You will also see the ability for the driver to perform a flag stop at any time.

Driver view of scheduled fixed stops with the “Perform Flag Stop” option.

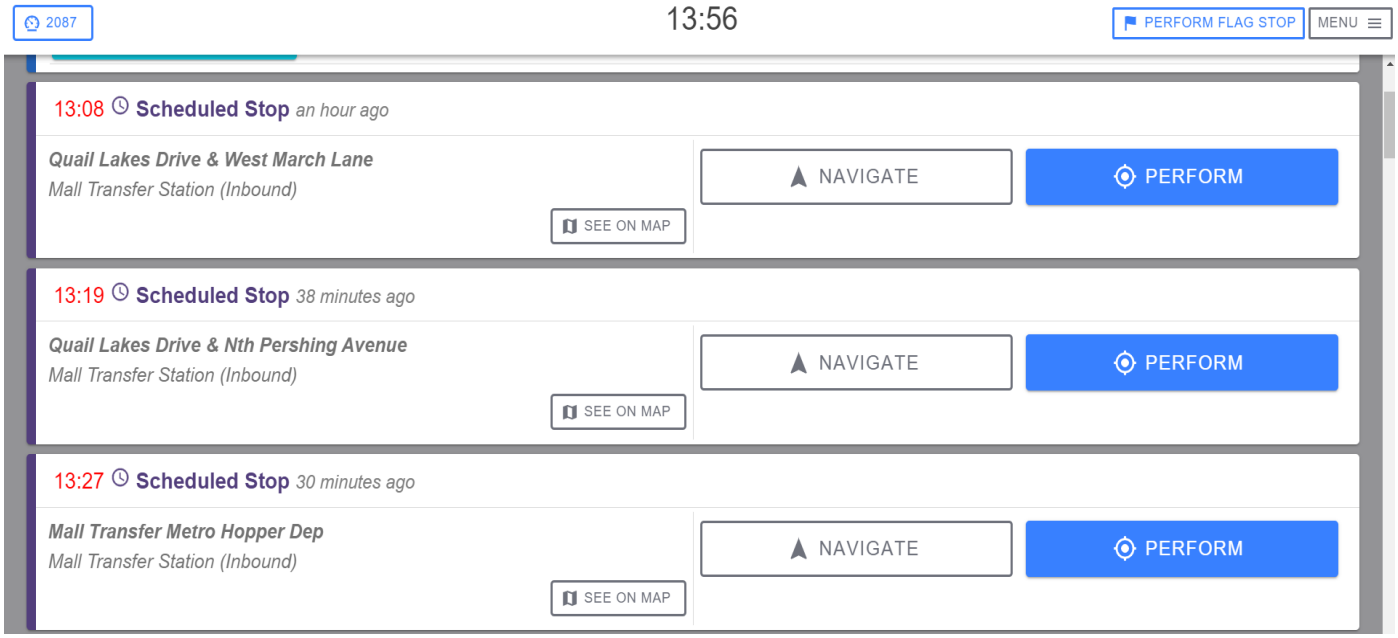


Figure 3

When a driver chooses to perform a scheduled stop or selects the “perform flag stop” option, they will then either select “onboard passless” or scan passenger passes which keeps a perfect log of the passenger’s information that board and deboard the vehicle for superior data analysis. In figure 4, you will notice that there are different passenger types (60+ and General) that have different fares. Passenger types are customized by your agency and different rates are applied based on your rate structure. Also showing are the total passengers on board as well as how many the driver has selected for this stop.

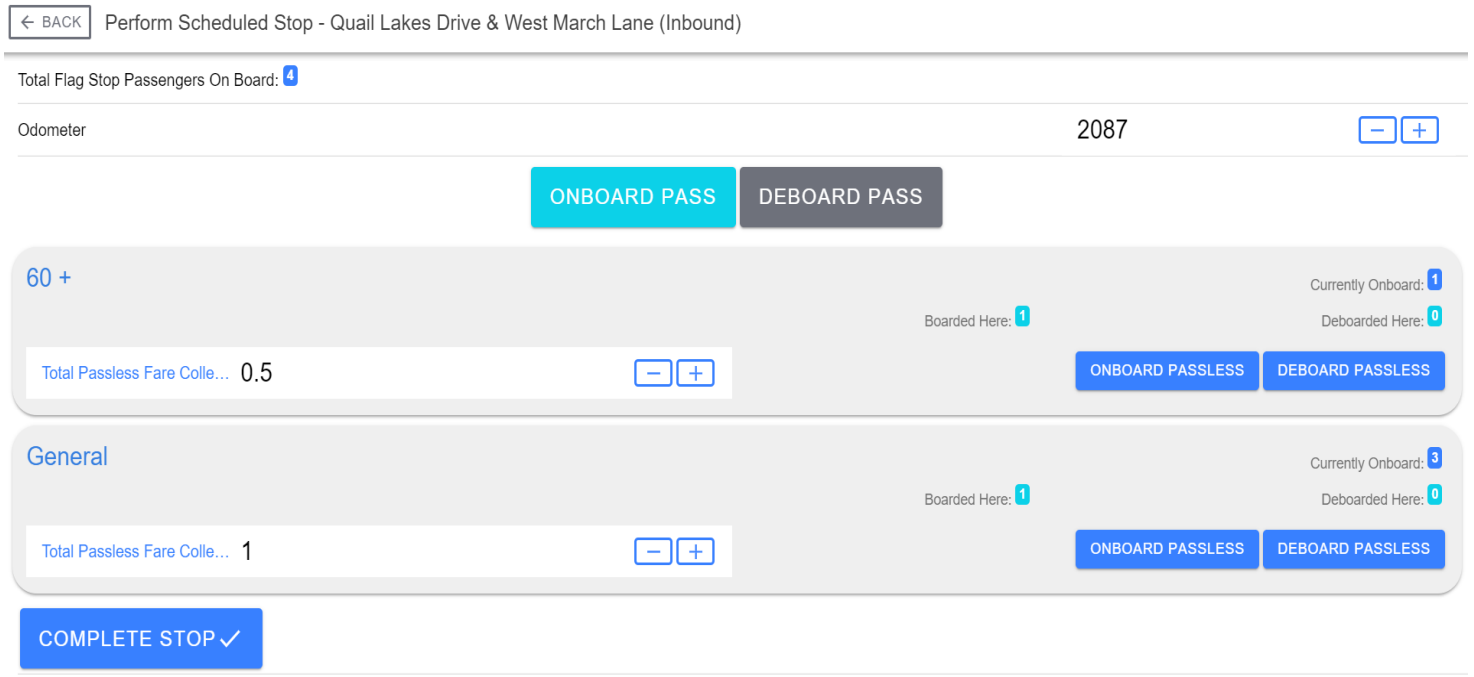


Figure 4

Figure 5 demonstrates the use of a scanning a pass and the screen that populates for the driver and passenger to acknowledge. By scanning the pass, ParaScope identifies the passengers, their balance and their remaining balance. This information is then tracked in TripMaster from within Pass Management.

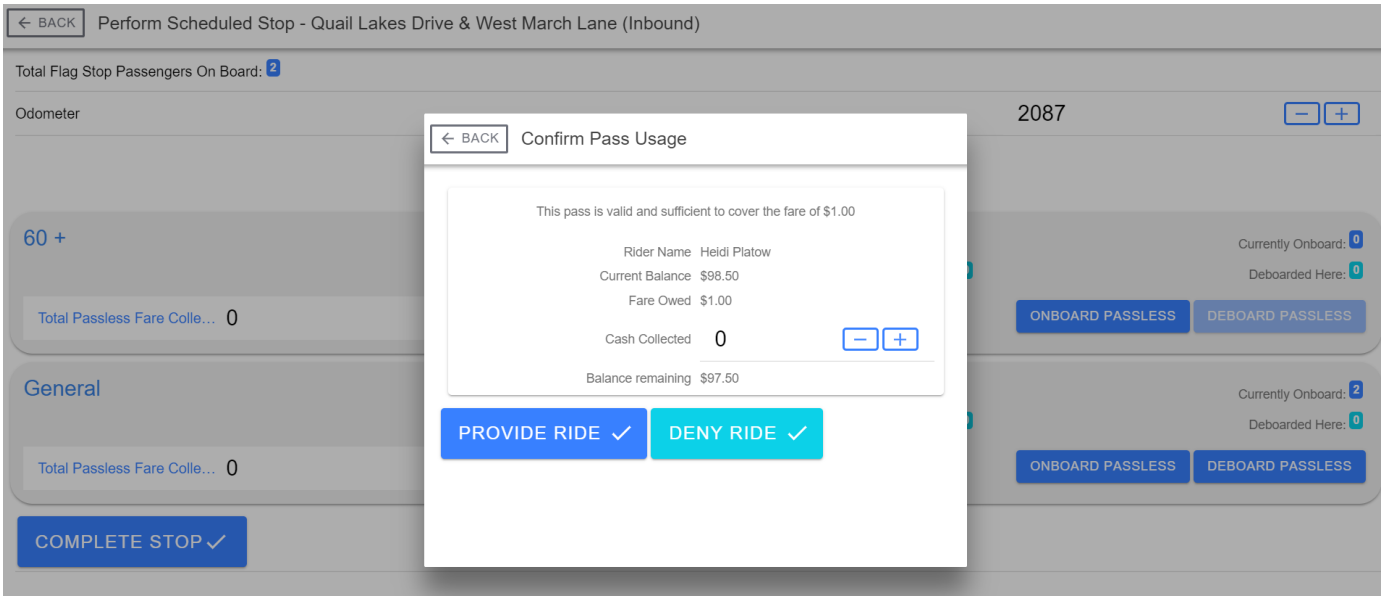
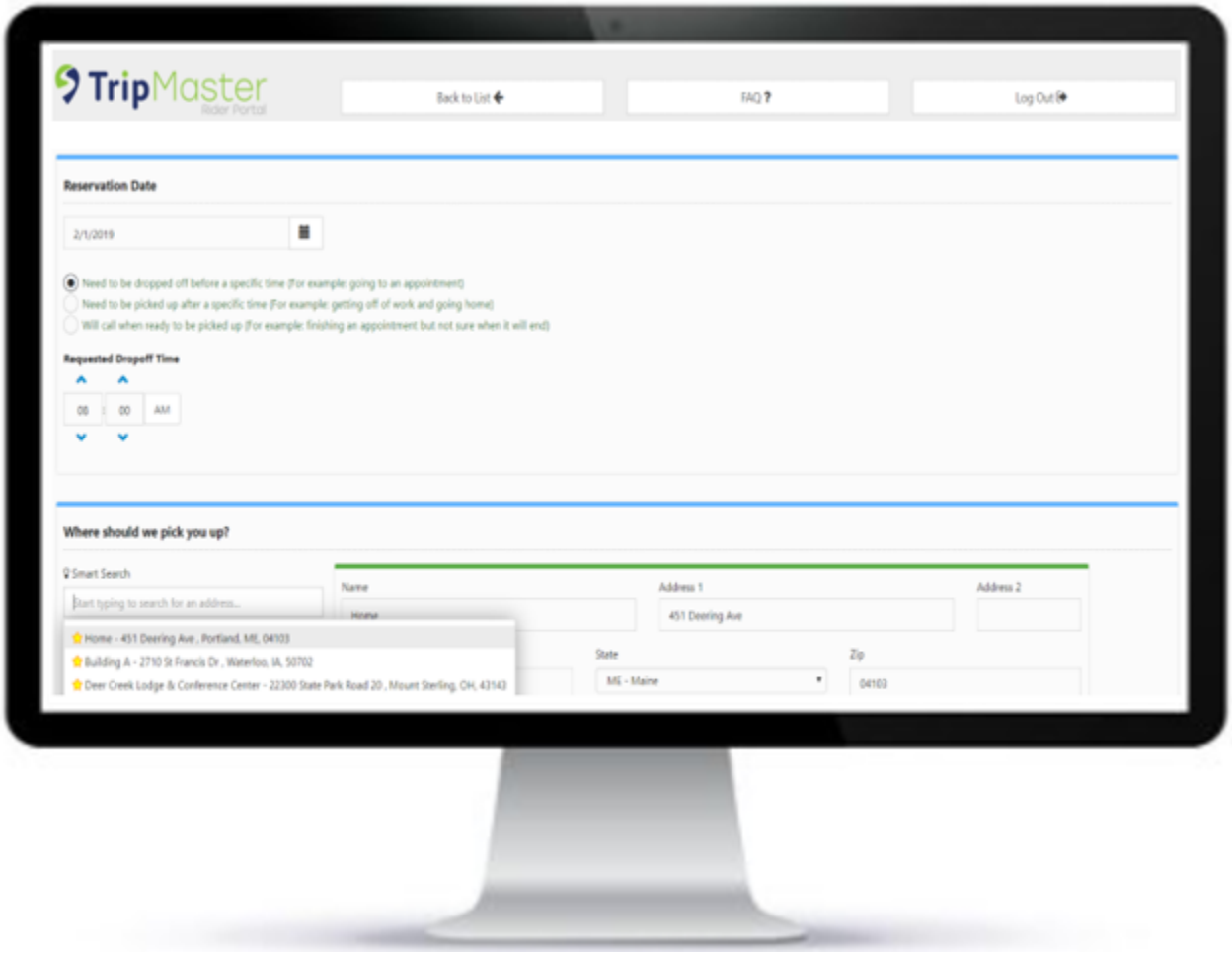


Figure 5

Mobile App/Online Rider Trip Management

The Rider Portal allows interagency communication, letting each agency assign delegates at a coordinating agency who can submit ride requests for certain passengers. The requests are approved or denied by the agency being asked to transport the client. Agency delegates are notified when rides are accepted or denied and given denial reasons. Upon accepting a ride request, a reservation screen appears with all information filled in for final review by the coordinating agency. The Rider Portal is also designed for online passenger booking of trips.



OC #	Capabilities Description	F/C/N	Response:
HIPAA Compliant			
Flex Route Scheduling			
OC.1	In addition to call-n-ride service, some Transit Agencies in Nebraska also operate “flex route” or “deviated fixed route” type of service. In this type of service, vehicles travel from an origin to a destination by following a defined route that includes a series of timed checkpoints points (e.g., the vehicle will pass by a particular intersection at along the route at 11:15). Between the checkpoints, however, the vehicle can divert from the main route to pick up or drop off passengers who have scheduled their trips in advance or made direct arrangements with the driver. Please indicate whether your system supports scheduling of flex route services and, if so, describe key features of this functionality, including how customers interact with dispatchers or drivers to request deviations for pickup or drop-off.	C	TripMaster combined with ParaScope and ParaPass allows agencies the ability to manage their fixed/deviated fixed/shuttle/flag stop services as well as their demand response/paratransit services all in one place…all from one application in the office and in the vehicle. CTS Software will import your GTFS data and TripMaster automatically creates a GTFS Block (See figure 1). Once a GTFS Block is selected the stops on that Block are automatically created on your schedule for the timeframe that vehicle/driver is available (See figure 2). For deviated fixed route scenarios, demand response reservations may be scheduled into the Block to maximize efficiency and utilization. Additional information and screen shots can be found on Pages 118-120
Support for Trip Coordination or Brokerage			
OC.2	Please discuss functionality or APIs available in your system to support trip coordination or brokerage among service providers. This may include, for example, functions that allow a scheduler to request assistance on serving hard-to-schedule trips or entire vehicle runs from another provider (e.g. a taxi or a human service provider) and to enter information on	C	The technical team at CTS Software has put a lot of effort over the last 3 years into developing clean APIs to integrate with brokers, and other software vendors alike. We are happy to provide the specifications of our current APIs to anyone that is interested in integrating. There are currently no other software vendors that have completed an integration with TripMaster but we

OC #	Capabilities Description	F/C/N	Response:
	trips provided that is received from other providers. Please indicate whether coordination or brokerage functionality is only available for interactions between providers that also use your system, or whether your system can interact (e.g., via API) with other systems from different software providers in support of coordination or brokerage.		are in the process of doing so with another particular software. With regards to integration between providers using TripMaster this is currently being used in Ohio as part of the OMEGA project, which recently has been positioned as a possible national blueprint. Similar to Nebraska, Ohio has broken off into regions. The OMEGA region is well on the way with a centralized call center coordinating trips using TripMaster throughout 9 county/city transit systems coupled with local private, for profit, transit systems. Below is a reference as the lead on the project. OMEGA OHIO MID-EASTERN GOVERNMENTS ASSOCIATION ***Connecting Communities to Resources*** **Sean M. Sammon** **Transit Planner** Ohio Mid-Eastern Governments Association 326 Highland Avenue, Suite B Cambridge, OH 43725 (740) 439-4471 ext. 212 *(Office)* ssammon@omegadistrict.org | www.omegadistrict.org

OC #	Capabilities Description	F/C/N	Response:
			CTS Software is also coordinating with a broker model scenario in NC by 5+ counties departments of social services. In NC the DSS brokers trips to transit providers for all Medicaid rides and these agencies rely on TripMaster.
Customer App			
OC.3	Please indicate whether your system includes a customer app - either web-based or native - that provides customers with functionality such as booking or canceling a trip or checking on the ETA for an upcoming trip. Also indicate whether the app has been designed to be accessible for customers with visual impairments and describe the accessibility standards you have followed and any accessibility audits that you have conducted.	C	CTS Software has developed our online trip booking application (ParaPortal) to be “invitation only” a huge success to accuracy and avoiding spam or falsely created reservations. ParaPortal is being proposed as a viable option for this project. Once a client has called the transit agency at least once for a reservation, the client can then be invited by email to join the SWITA online booking portal to begin requesting reservations online rather than calling. Once a reservation has been entered by a client, authorized staff with the licensee can either accept or deny (with a denial reason) the ride. All communication will be sent via email of the accepted or denied ride and can be viewed by the client in the portal as well. The reservation screen appears with all information filled in for a final review by the licensee. ParaPortal also allows third party communication, letting each agency assign delegates (case workers, nursing homes, local contracts) who can submit ride requests for certain passengers.

OC #	Capabilities Description	F/C/N	Response:
FTA-Required Reports			
OC.4	Indicate if your system can output FTA-required reports such as National Transit Database (NTD) report.	F	CTS Software has the NTD report built in to TripMaster. CTS Software believes the power of reporting should not be limited or cost additional money. Its your data, you should have the ability to do what's necessary.
GTFS Flex Data Generation			
OC.5	Please indicate if or when your system will be able to generate GTFS Flex data to describe call-n-ride and flex route services so that they can be included in trip planning tools.	C	CTS Software will generate the GTFS data necessary if/when a transit agency doesn't already have GTFS data already generated. TripMaster will displayed time points, stops, transfer stations, etc. based on the GTFS data provided by the licensee with the use of TripMaster's Fixed Route ParaPass module

14. Acknowledgment of Addendums

Description	Initials
Addendum One – Pre-Proposal Conference	DP
Addendum Two – Revised Schedule of Events	DP
Addendum Three – Revised Schedule of Events	DP
Addendum Four – Questions and Answers	DP
Revised RFQ# R207-20 Transit Scheduling System (MS Word)	DP
Revised Attachment A – Basic Transit Scheduling System Matrices (MS Word)	DP
Revised Attachment B – Advanced Transit Scheduling System Matrices (MS Word)	DP
Pre-Proposal Conference Attendance	DP
Pre-Proposal Conference PowerPoint Presentation	DP

15. Appendices

- Trip Master Software
- Technology Moving You Forward
- Automated Scheduling
- Reporting
- Passenger Call Reminders
- ParaScope – Driver Mobile Application
- Vehicle Tracking / AVL
- ParaPortal – Online Passenger Booking
- ParaPass – Digital Fare Collection
- Vehicle Maintenance Module

TripMaster powered by CTS SOFTWARE

TripMaster by CTS SOFTWARE

800-704-0064 | www.tripmastersoftware.com | sales@cts-software.com

Trip Master is the right choice for scheduling, routing, billing, reporting, and more—whether your fleet is 3 vehicles or 300. For more than 25 years, CTS Software has worked hand-in-hand with our family of NEMT, paratransit, and on-demand customers to save you time and frustration, helping your transit operation be as efficient as possible.

Trip Master and its suite of modular tools lets you build a program that works for your individual operation.

Call us today for a demo!



Not just any software...your software!

- Reservation management
- Customizable reporting
- Automated scheduling
- Mobile data terminal interface
- Multiple funding source billing
- User-defined settings
- Cash-free fare passes
- Remotely hosted databases
- Passenger reminder call interface
- Vehicle resource management
- Built-in data auditing
- Real-time dispatch and vehicle tracking
- Integrated, real-time mapping
- Online rider portal

"CTS has been a huge success for us and has made life easier since we have been using Trip Master. If you need an update in the way you are currently operating and want to save time and effort, Trip Master is the way to go."

- Calhoun County Transit, NC

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Technology moving you forward

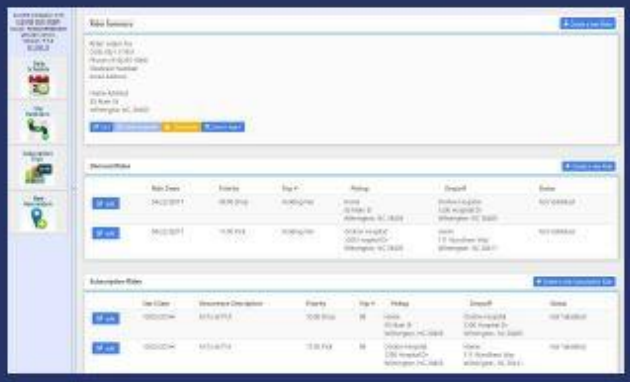
Technical support is our top priority—you can only do your job if your software works for you. With Trip Master, you can expect:

24/7 live representatives

Same-day responses and solutions

Complimentary updates and new feaures





Trip Master's platform allows you to incorporate additional features at any time.

Automated scheduling

Mobile data terminal interface

Passenger call reminder interface

Medicaid billing

Third-party trip broker interfaces

One team, one goal

Our team of seasoned professionals knows you by name! CTS works directly with you from start to finish to accomplish your goals with Trip Master.

- Project management
- Technical support and customer care
- Software and hardware setup
- Liasing with trip brokers and other contacts

Training for a strong start

Trip Master's proven training and implementation process ensures your staff's confidence and comfort with Trip Master every step of the way.

- CTS 360 online training
- One-on-one onsite training
- 30-day implementation plan on your schedule
- Complimentary monthly training webinars

"I have dealt with many technical support offices, and not one has even come close to meeting the level of service CTS gives."

- Crisis Center of Tampa Bay, FL

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Automated Scheduling

Route optimization for a better bottom line

Automated scheduling is key to providing the on-time performance your passengers deserve while cutting down on wasted mileage and driver hours—it's designed with efficiency in mind. With Trip Master's Auto Scheduler, you can confidently build realistic, accurate schedules to decrease vehicle miles and drive time while meeting your riders' expectations for ride time, and payer or broker requirements for onboard and travel time.

"We are extremely pleased that we chose CTS Software. The transition from manual scheduling into automated scheduling has gone smoothly. The drivers have transitioned more quickly than we ever expected, and the customer service we have received has been stellar!"

—Winchester Transit, VA



- Efficiently batch-schedule an entire day's ride load at once
- Customize settings to meet your scheduling requirements
- Minimize drive time and fuel consumption
- Decrease—or eliminate—manual scheduling headaches
- Provide great customer service with better on-time performance
- Stay within ride capacity while meeting individual mobility needs
- Compare statistics to track efficiency while scheduling



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—Calhoun County Transit, NC

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Powerful Custom Reporting

Build data sets to fulfill any requirement

CTS Software has built the most detailed, intuitive reporting and billing engine in the industry. With thousands of possible report configurations and multiple billing formats, you can audit and customize your data without needing to learn proprietary, complicated report design methods, and without added costs. Period!



- Reservation history
- Daily validation
- Revenue data
- NTD and TD reports
- Ride and route details
- Ride demand and no-shows
- Vehicle utilization data
- On-time performance
- New/unduplicated riders
- State-specific reports
- Individual passenger billing
- Account and Medicaid billing



Save time and frustration! Our reporting tools make it easy to:

- Audit your data in great detail
- Build detailed, from-scratch reports to your own specs...
- or use TMEE's customizable pre-built reports
- Call CTS customer support any time to manage and pull reports

Stay in compliance with minimal effort

As regulations change and expand, CTS works to help our customers collect and report data you are required to provide. We work with state Medicaid providers and other funding sources to ensure you meet all reporting requirements. TMEE's custom reporting helps you stay in compliance, and support staff are at your service to help build new reports as states require them. This assistance is included in your contract free of charge!

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Interactive Voice Response

Automatic reminder calls

No-shows cost you time and money! CTS Software's integrated system automatically contacts your passengers with a day-before call and/or an on-the-way call reminding them of their ride.

IVR gives you a customized notification options to drastically reduce wait time and no-shows, eliminate time-consuming manual calling, and improve customer satisfaction. As a bonus, our system is web-based, leaving your phone lines free!



"With CTS's IVR, we went from 13 percent no-shows to 1 percent."

—Big Bend Transit, FL

Customized settings include company name and callback number. With the IVR report tool, you see data including:

- -Time calls go out
- -How many attempts were made
- -Call status (answered, message left, or no answer)

Day Before

The IVR system automatically notifies your passengers the day before their scheduled reservation of their scheduled pickup time, your company's name, and provides your call-back number.

On The Way

The IVR system automatically notifies your passengers prior to your driver's arrival. The call will tell your rider that the driver will be there shortly, so they can be ready to go.

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- Calhoun County Transit, NC

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ParaScope

Mobile Data Terminals and AVL

with Trip Master's mobile application

CTS Software's MDT solution, ParaScope, connects the road with the office. ParaScope enables drivers and dispatchers to communicate efficiently with safe mobile messaging, and displays each driver's trip manifest electronically. Trip information is updated on the fly, while the program captures pickup/drop-off odometer readings, wait times, and other data in real time.

"Just wanted to share with you how pleased we are with the software and AVL. We recently discovered on the AVL that a driver was taking the bus home and taking a nap. The system is really helping us manage our drivers and equipment."

—National Church Residences, Columbus OH



CTS Software works directly with your company to find the best device options, mounts, and data plan. CTS online training and our one-on-one driver training guarantee success!

ParaScope includes:

- Electronic manifests
- Time-stamped capture of odometer readings
- Instant schedule change updates for drivers
- Safer messaging between drivers and dispatch
- Vehicle tracking on a standalone map display
- Color-coding to show on-time performance
- History of vehicles' routes and speeds
- Real-time overlay vehicle location identifiers
- Built-in GPS, mapping, and voice navigation for drivers

"CTS has been a huge success for us and has made life easier since we have been using Trip Master. If you need an update in the way you are currently operating and want to save time and effort, Trip Master is the way to go."

—Calhoun County Transit, NC

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Vehicle Tracking and Mapping

Vehicle tracking is essential for overall efficiency. Seeing your entire fleet's location, speed, and capacity is just the beginning! Real-time dispatch and data collection leads to greater oversight for those last-minute schedule changes.

And with our automated vehicle locator (AVL), you can view a breadcrumb trail of each vehicle's location and speed history, giving you more control over your operation.



Wonder where your vehicles are?

"With the drivers using tablets, they have become more efficient with their schedules and the ability to do more trips in a day. Our drivers range from ages 25 to 85, and each one has expressed great satisfaction with ParaScope."

— Gateway Services, IL



Integrated Mapping

Trip Master's Esri-powered mapping engine updates quarterly to reflect new or closed roads, speed limit adjustments, and other crucial information.

- Visually display vehicles, trips, and routes
- Get turn-by-turn directions
- Calculate drive time and mileage
- Get complimentary quarterly map updates

powered by ParaScope

With accurate real-time data, Trip Master creates turn-by-turn directions that reflect route and reservation updates. Custom reports of drive time and mileage for an entire route or individual ride are a click away.

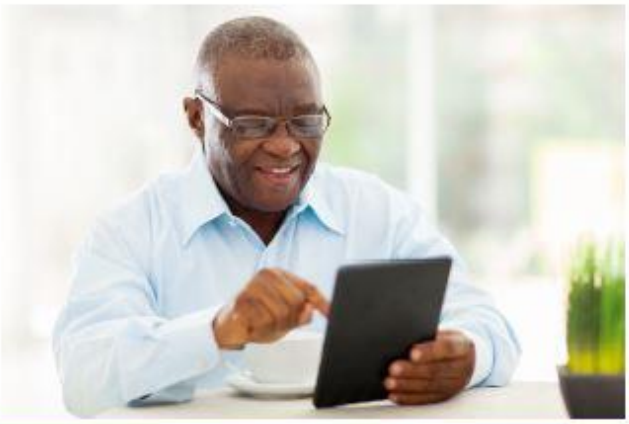
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Trip Master's Online Rider Portal



Taking phone calls for reservations is a major time investment for your dispatchers. Cut down on phone traffic by enrolling your riders in the Trip Master Rider Portal, an online tool that allows them to easily manage ride requests from their computer or smart phone. Or enroll Rider Delegates, who can make ride requests from assisted living facilities, hospitals, group homes, or similar organizations on behalf of riders.

The end result? Happier dispatchers and better customer service!

Inviting customers to the Rider Portal is easy:

- Enter an email address
- Click "Invite to Portal"

...and they're in!

For customers, using the Portal is easy:

- Accept invitation and create a password
- Use an intuitive one-page wizard to enter the date, time, and places they want to go
- Check their reservation status to see if it's pending, accepted, or rejected
- See a reason if a reservation is rejected



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Trip Master's Passenger Ticketing Solution

ParaPa$$

Collecting cash fares is time-consuming for drivers and office staff, and a liability to transport and store on vehicles. Eliminate these issues with ParaPass from CTS Software, an optional module to complement ParaScope, our mobile application. Keep better track of fare payments in a way that's safe for your drivers and easy for your riders—they just load a pass at the office or over the phone, your driver scans it when they board, and off they go!

ParaPass allows you to:

- Save time and stress associated with onboard cash handling
- Reduce the liability of handling and transporting cash in vehicles and in the office
- Increase ontime performance by streamlining driver tasks
- Increase accountability in fare handling
- Easily accomodate passengers who prefer to prepay via credit or debit card
- Track use of passes
- Increase ridership by offering flexibility in payment methods



"CTS has been a huge success for us and has made life easier since we have been using Trip Master. If you need an update in the way you are currently operating and want to save time and effort, Trip Master is the way to go."

—Calhoun County Transit, NC



Automated Scheduling | Mobile Data Terminals | Billing/Reporting | IVR | Mapping | Reservation Managment

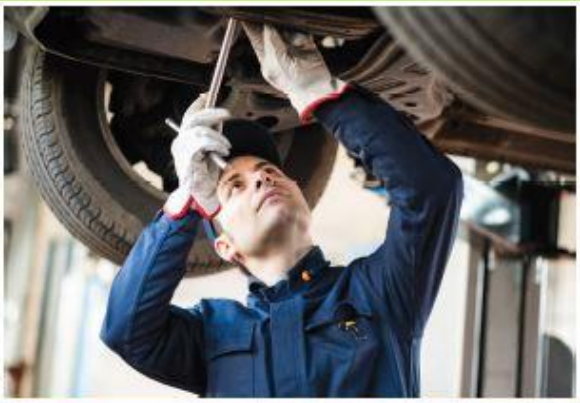
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Vehicle Maintenance Module

Fleet management includes keeping track of dozens of tasks, and our Vehicle Maintenance Module helps keep you on schedule--and helps keep your riders safe and on time. With the VMM, set mileage parameters, create vehicle service requests, and add approved vendors for services. From increasing passenger safety to meeting emissions requirements, you'll notice a weight off your shoulders immediately!



Why use Trip Master's VMM?

—Stay in compliance with vehicle warranties

—Decrease time spent planning preventive maintenance

—Decrease breakdowns, accidents, and other incidents related to wear and tear

—Track ongoing maintenance expenses

—Increase MPG for greater fuel savings

—Export expense totals to reports and invoices

—Minimize corrosion from road salts, mud, and other damaging materials

...and because you help CTS give back!

When you sign up to use our VMM, we donate 10% of your monthly M&S fees to Easterseals, helping support community-based transit and other services for elderly and disabled people across the United States.

easterseals
taking on disability together



Environmental benefits

—Decrease emissions to improve outdoor air quality and meet state, county, and municipal regulations

—Catch and fix leaks that result in loss of fluids and cause runoff and water pollution

—Improve interior air quality for passengers and drivers, creating a healthier work and travel setting

Remember: a well-maintained vehicle is a cost-effective vehicle!

Automated Scheduling | Mobile Data Terminals | Billing/Reporting | IVR | Mapping | Reservation Managment

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Nebraska - Registration

NE Sec of State - Robert B. Evnen
Filing Document #: 2006103729 Pages: 3
Company Name: FOXSTER OPCO, LLC
Filing Date and Time: 06/10/2020 03:16 PM

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY

Submit in Duplicate

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
www.sos.ne.gov

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.
NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company

Foxster Opco, LLC

Alternate Name _____
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: C T Corporation System

Registered Agent Address:

5601 South 59th Street	Lincoln,	NE	68516
Street and Mailing Address	City	State	Zip

Address of Principal Office:

118 Circle Dr. Hampstead, NC 28443			
Street and Mailing Address	City	State	Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction;

CORPORATION SERVICE COMPANY, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808			
Street and Mailing Address	City	State	Zip

Organized under the laws of the State or Jurisdiction of Delaware

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Software program for scheduling, dispatching, billing and reporting
for the non emergency medical transportation and paratransit industries.

Effective date if other than the date filed 6/4/20

Adam Fox

Signature of Authorized Representative

Printed name of Authorized Representative

FILING FEE: $120.00

Neb. Rev. Stat. §21-156

Revised 01/10/2019

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FOXSTER OPCO, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTH DAY OF JUNE, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.





7337800 8300

SR# 20205494434

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203045817

Date: 06-04-20

STATE OF NEBRASKA

United States of America }ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln,Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do here by certify that

FOXSTER OPCO, LLC

a(n) Delaware Limited Liability Company, filed an Application for Certificate of Authority on June 10, 2020 and is hereby authorized to transact business in the state of Nebraska as of the date of this certificate.

This certificate is not to be construed as an endorsement,recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

June 10, 2020

Robert B. Evnen

Secretary of State

VISIT WWW.SOS.NE.GOV FOR INFORMATION REGARDING THE NEBRASKA SECRETARY OF STATE'S OFFICE AND FOR DETAILS ON FILING WITH OUR OFFICE INCLUDING ELECTRONIC FILING OPTIONS

Nebraska - Certificate of Good Standing

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the State of Nebraska, do hereby certify that

FOXSTER OPCO, LLC

a Delaware limited liability company is authorized to transact business in Nebraska;

all fees, taxes, and penalties due under the Nebraska Uniform Limited Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has been filed by the Secretary of State;

the Secretary of State has not revoked the Company's Certificate of Authority and has not filed a notice of cancellation.

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

In Testimony Whereof,

I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on this date of

June 10, 2020

Secretary of State

Verification ID c703ada has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.

Certificate of Insurance

Client#: 202833 40FOXSTEROPCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/17/2020

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

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

PRODUCER	CONTACT NAME: Jeniene Atkins, CPCU,CIC	
J Smith Lanier & Co Knoxville 413 Northshore Drive, SW Suite E Knoxville, TN 37919	PHONE (A/C, No, Ext): -	FAX (A/C, No):
	E-MAIL ADDRESS: jatkins@jsmithlanier.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance	29424
INSURED Foxster Opco, LLC dba CTS Software PO Box 57 Swansboro, NC 28584	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			20SBMBA2657	02/01/2020	02/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			20SBMBA2657	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			20SBMBA2657	02/01/2020	02/01/2021	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					PER STATUTE / OTH-ER	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nebraska Department of Transportation
ATTN: Brandy Henke
5001 S. 14th Street
Lincoln, NE 68512

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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The ACORD name and logo are registered marks of ACORD

AXAT

NDOT Transit Software Technology Contract Procedures 6.15.20

NDOT Transit Software Technology - Contracting Procedures – NDOT RFQ R207-19

The Nebraska Department of Transportation (NDOT) Transit Section is pleased to be working with multiple partners across the state to provide software technology to Nebraska transit agencies. The different software vendors allow public transportation agencies in Nebraska to increase operational efficiencies, improve the rider experience, and make service more accessible to the community. The following pages outline the requirements and next steps for procuring scheduling software for transit agencies and prequalified vendors under NDOT RFQ R207-19.

NDOT Transit Section

NDOT Transit Section provides support to all transit agencies statewide. It also manages and distributes funds from the Federal Transit Authority (FTA) in support of the operations of those agencies. In these roles, NDOT administers this prequalification and provides oversight for the resulting contracts. While NDOT will not be a signing party to the contracts, it retains oversight for all related procurement activities, and the availability of federal funding is contingent on its concurrence and approval. The NDOT Transit Section is supported by a Mobility Management Technology Team consisting of academic and consulting partners. All communication from transit agencies and the vendors should include Kari Ruse of Nebraska DOT (kari.ruse@nebraska.gov), and Bill Bivin, the Statewide Mobility Manager, (bbivin@unomaha.edu).

Contract Documents

By submitting a proposal for RFQ-R207-19, each prequalified vendor agreed to the contract terms and conditions pursuant to Sections II (introduction) and II.A on page 17 of the RFQ. If the vendor included alternative term and condition language in its proposal, this alternative text is subject to approval by NDOT and the local transit agency. Additional changes proposed by the vendor shall not be considered.

If the vendor submitted a license agreement as part their proposal it may be included with the contract documents, subject to the approval of NDOT and the local transit agency. In the event of any conflict between the vendor's license agreement and the RFQ with its amendments, the RFQ documents will control. Prior to submitting the final license agreement, it is the vendor's responsibility to modify the agreement to be in conformance with all terms, conditions, and requirements of the RFQ.

In addition, the vendor is required to address the following within its license agreement:

- Include all documents in the contract submittal as described in RFP Section II.A (page 17)
- Note that all terms, conditions, and requirements in RFQ R207-19 with its amendments takes precedence over all other documents. Any exceptions the vendor requested will be addressed as part of the contracting process.
- Remove any clauses from the license agreement that are duplicative or conflicting with those in the RFQ.
- Use the appropriate price tables from the vendor's proposal, indicating if the purchase is for the Basic or Advanced package, and adjusting the unit numbers and other items purchased to reflect the request of the procuring transit agency.

- Include language that addresses the following items:
    - Nebraska Department of Transportation (NDOT) has solicited Requests for Qualifications for transit scheduling software (RFQ R207-19) that can be used by other agencies, provided that all terms and conditions, including price, apply to any such contract, but may be amended upon mutual consent of the Parties.
    - RFQ Part II, item A General is amended to insert the following language: In any case where the Proposal has an approved exception to technical requirements, the approved exception shall take precedence over the technical requirement identified in RFQ R207-19 and addenda.
    - RFQ Part II, item B Notification. The first paragraph is amended to read: Contractor and the procuring transit agency identify the following contract managers to serve as the point of contact for the executed contract. [Provide for Transit Agency and Vendor the name, title, and contact information of the contract managers]

NDOT will review any requests the vendor made in its proposal for changes to the Terms and Conditions or Technical Requirements. The team will identify changes that are acceptable and those that may require additional review or discussion.

Project Coordination

NDOT will assist the purchasing transit agency and vendor to understand what is expected of each party. For example, this may include clarifying how the client database will be uploaded and the responsibilities of each party in setting up the client database. This process will include one joint call and may, if needed, also include a call with the transit agency and/or vendor in preparation for the joint call.

Contract Checklist

A Contract Checklist, shown on the following page, has been developed to aid all parties involved in the software contracting process and to ensure an easy summary table for inclusion and completion of all RFQ requirements.

Sample Summary Memorandum

In addition, a sample summary memorandum is available on the final page of this document for each transit agency to submit to NDOT for final approval of required documents. The vendor should assist the transit agency by preparing the license agreement and providing the appropriate documents in accordance with the RFQ. Once approved by NDOT, the local transit agency will provide the documents to their governing body for final approval of contracts. Nebraska transit agencies following the above contracting procedures are eligible for 80 percent Federal Transit Administration funding and 10 percent state funding.

Please contact Kari Ruse or Bill Bivin with any questions.

Transit Agency Checklist for Contracting Under NDOT RFQ R207-19

Agreement with Vendor	**Date Completed**
Review software from eligible vendors to understand which vendor system(s) would seem to be the best fit for your agency. Are you looking for a Basic or Advanced package? Ask vendors to demonstrate features and calculate rough costs. Pay attention to the ease of use, and how well the software meets the functional requirements for your agency.	
Obtain full vendor proposal and the RFQ from NDOT.	
Determine internal review requirements. Who performs legal review? Who signs? Notices?	
Meet with the NDOT Transit Section to clarify items for contracting.	
Prepare draft contract reflecting decisions on quantities, modules purchased, and other clarifications. Draft contract will include, at a minimum: - All Solicitation documents associated with the RFQ - Vendor original proposal with signed submittal and forms - Software License Agreement with cost pages	
Vendor reviews and approves draft contract.	
Transit agency circulates for internal approval. This may include budget review and legal counsel review. Upon completion, final documentation is ready for NDOT review.	
Procurement History Documentation	

NDOT maintains documentation of original solicitation. Each transit agency maintains documentation of the individual contracting process for agency software. This includes:
- Notes from meeting with vendor and Tech team member
- Request to NDOT to approve purchase and funding
- Vendor eligibility verification
  o Screen shot from SAM.gov (provided by NDOT)
  o Certificate of Good Standing
- Certificate of Insurance from Vendor
- Milestone verifications
  o Acceptance Test
  o Completion of training (dates/times; participants)
- Sign-off for payment for (a) Initial System & Design Phase; (b) System Implementation & Training Phase; (c) Ongoing Operations & Support Phase	

NDOT Approval	
A sample request is attached. The full request submittal shall include all required documents.	
Milestones and Invoicing	
Prior to paying the vendor, the transit agency will sign-off that each phase has been satisfactorily completed. Send documentation to NDOT for reimbursement. - Initial System & Design Phase; - System Implementation & Training Phase; - Ongoing Operations & Support Phase	

Sample Memorandum

To: Kari Ruse

From: Transit Agency Manager

Date: Date

Subject: Approval for NDOT Funding for the Purchase of Transit Scheduling Software

---

Transit Agency wishes to purchase scheduling software through the NDOT RFQ R207-19. After consideration of the available options, we have decided the Basic or Advanced scheduling software proposed by Name of Vendor is the best fit for our agency.

Transit Agency understands that all terms and conditions in the original contract apply to this purchase although adjustments can be made within the general scope of the solicitation. The changes identified here involve the quantities purchased and other optional items as we find necessary for our agency.

Attached is a proposed draft contract for your review. The supporting documentation is:

- Solicitation documents (RFQ and Addenda)
- Vendor original proposal with signed submittal and signed forms (part C)
  License Agreement with cost pages
- Certificate of Good Standing
- Certificate of Insurance

Transit Agency requests approval for this purchase using FTA funding.

_____

☐ Reviewed proposed contract for consistency with terms, conditions, and solicitation requirements.

☐ All required documents are included.

NDOT Transit Section Manager Approval Signature

_____ Date: _____

RFQ-R207-20-Transit-Scheduling-System-Revised

State of Nebraska Department of Transportation
REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES

RETURN TO:
NE Department of Transportation
Operations Division
PO Box 94759
Lincoln, NE 68509-4759
(402) 479-4328

SOLICITATION NUMBER	RELEASE DATE
RFQ R207-20	January 13, 2020
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
February 12, 2020 3:00 p.m. Central Time	Brandy Henke

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Transportation (NDOT) is issuing this Request for Qualification (RFQ) Number R207-20 for the purpose of prequalifying Contractors to provide Transit Scheduling Software. A more detailed description can be found in Section VI. The resulting prequalification may not be exclusive as the State reserves the right to contract for the same or similar services from other sources now or in the future.

NOTIFICATION OF FEDERAL PARTICIPATION: ***Contracts resulting from this RFQ will be funded in part by Federal Transit Administration (FTA) funds; FTA will fund 80% of the project cost.***

The term of the prequalification will be three (3) years commencing upon selection by the State and notification of the Contractor (Parties). The prequalification includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this prequalification beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR QUALIFICATIONS CAN BE FOUND ON THE INTERNET AT: **https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/**.

A mandatory Pre-Proposal Conference will be held on January 23, 2020 at the NDOT Operations Division, 5001 S. 14th Street, Lincoln, NE 68512, Conference Room 110.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to State law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR QUALIFICATION FOR i

CONTRACTUAL SERVICES i

TABLE OF CONTENTS ii

GLOSSARY OF TERMS v

ACRONYM LIST ix

I. PROCUREMENT PROCEDURE 10

A. GENERAL INFORMATION 10
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS 10
C. SCHEDULE OF EVENTS 11
D. WRITTEN QUESTIONS AND ANSWERS 11
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory) 11
F. ETHICS IN PUBLIC CONTRACTING 11
G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION 12
H. SUBMISSION OF PROPOSALS 12
I. PROPOSAL PREPARATION COSTS 13
J. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION 13
K. PROPOSAL CORRECTIONS 14
L. LATE PROPOSALS 14
M. PROPOSAL OPENING 14
N. REQUEST FOR QUALIFICATION/QUALIFICATION REQUIREMENTS 14
O. EVALUATION COMMITTEE 14
P. EVALUATION OF PROPOSALS 14
Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS 15
R. BEST AND FINAL OFFER 15
S. REFERENCE AND CREDIT CHECKS 15
T. AWARD 15
U. ALTERNATE/EQUIVALENT PROPOSALS 15
V. EMAIL SUBMISSIONS 16
W. REJECTION OF PROPOSALS 16

II. TERMS AND CONDITIONS 17

A. GENERAL 17
B. NOTIFICATION 17
C. NOTICE (POC) 18
D. GOVERNING LAW (Statutory) 18
E. BEGINNING OF WORK 18
F. AMENDMENT 18
G. CHANGE ORDERS OR SUBSTITUTIONS 18
H. VENDOR PERFORMANCE REPORT(S) 19
I. NOTICE OF POTENTIAL CONTRACTOR BREACH 19
J. BREACH 19
K. NON-WAIVER OF BREACH 20
L. SEVERABILITY 20
M. INDEMNIFICATION 20
N. ATTORNEY'S FEES 21
O. ASSIGNMENT, SALE, OR MERGER 21
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE 21
Q. FORCE MAJEURE 22
R. CONFIDENTIALITY 22
S. EARLY TERMINATION 22
T. CONTRACT CLOSEOUT 23

III. REQUIRED FEDERAL CLAUSES 24

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES 24
B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 24
C. ACCESS TO RECORDS AND REPORTS 24
D. CHANGES TO FEDERAL REQUIREMENTS 24
E. TERMINATION 24
F. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT) 25
G. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA 25
H. LOBBYING CERTIFICATION AND DISCLOSURE 25
I. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS 25
J. DISADVANTAGED BUSINESS ENTERPRISE 26
K. ENERGY CONSERVATION 26
L. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE 26
M. CIVIL RIGHTS 26
N. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA 27

IV. CONTRACTOR DUTIES 28

A. INDEPENDENT CONTRACTOR / OBLIGATIONS 28
B. EMPLOYEE WORK ELIGIBILITY STATUS 29
C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) 29
D. COOPERATION WITH OTHER CONTRACTORS 29
E. DISCOUNTS 29
F. PRICES 29
G. COST CLARIFICATION 30
H. PERMITS, REGULATIONS, LAWS 30
I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES 30
J. INSURANCE REQUIREMENTS 30
K. NOTICE OF POTENTIAL CONTRACTOR BREACH 32
L. ANTITRUST 33
M. CONFLICT OF INTEREST 33
N. STATE AND/OR TRANSIT AGENCY PROPERTY 33
O. SITE RULES AND REGULATIONS 34
P. ADVERTISING 34
Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) 34
R. DISASTER RECOVERY/BACK UP PLAN 34
S. DRUG POLICY 34
T. WARRANTY 35

V. PAYMENT 36

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory) 36
B. TAXES (Statutory) 36
C. INVOICES 36
D. INSPECTION AND APPROVAL 36
E. PAYMENT (Statutory) 37
F. LATE PAYMENT (Statutory) 37
G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory) 37
H. RIGHT TO AUDIT (First Paragraph is Statutory) 37

VI. PROJECT DESCRIPTION AND SCOPE OF WORK 38

A. PROJECT OVERVIEW 38
B. CURRENT ENVIRONMENT 38
C. BIDDING OPTIONS 38
D. INDIVIDUAL AGENCY ENGAGEMENTS 38
E. VENDOR FAIR 39
F. PROJECT PHASE REQUIREMENTS 39
G. TECHNICAL REQUREMENTS 39
H. ADDITIONAL FUNCTIONAL CAPABILITIES OF INTEREST 40
I. DELIVERABLES 40
J. PAYMENT SCHEDULE 41

VII. PROPOSAL INSTRUCTIONS 42

A. PROPOSAL CONTENTS 42
B. CORPORATE OVERVIEW 43

Form A Contractor Qualification Point of Contact 44

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM 45

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska. (*See also Eligible Transit Agency)*

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the Contractor's most favorable terms for price.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor will not withdraw the bid.

Bidder: A Contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Eligible Transit Agency – Only agencies receiving Federal Transit Administration (FTA) Section 5310 or Section 5311 funds and who have been approved to use FTA funds to purchase a transit scheduling system are considered an Eligible Transit Agency for funding a purchase off this prequalification and using FTA funds to pay for the system. *(Referred to as Transit Agency in the RFP)*

Evaluation: The process of examining an offer after opening to determine the Contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a Contractor/vendor in a response to a written solicitation

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a Contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional prequalification and contract periods subsequent to the original prequalification and Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to Contractor's requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Qualification (RFQ): A written solicitation utilized for obtaining competitive offers.

Responsible Contractor: A Contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Contractor: A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its Contractor, or market conditions.

Sole Source – Services: A service of such a unique nature that the Contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the Contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract or prequalification prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

RFI – Request for Information

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing Transit Scheduling Software at a competitive and reasonable cost. This solicitation will not result in any awards or purchases by the Nebraska Department of Transportation (NDOT). Rather, it will be used to select a limited number of Contractors who are determined to provide the best value for eligible Transit Agencies to purchase scheduling software. Eligible Transit Agencies will be able to purchase from those Contractors selected through this procurement process based on the prices bid by Contractors. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the Nebraska Department of Transportation (NDOT). The point of contact (POC) for the procurement is as follows:

Name:	Brandy Henke
Division:	Nebraska Department of Transportation Operations Division
Address:	PO Box 94759 Lincoln, NE 68509-4759
Physical Address:	5001 S. 14th Street Lincoln, NE 68512
Telephone:	(402) 479-4328
E-Mail:	NDOT.OperationsProcurement@nebraska.gov

From the date the solicitation is issued until the approved list of prequalified Contractors is issued, communication from the Contractor is limited to the POC listed above. After the approved prequalified Contractor list is issued, the Contractors may communicate with individuals the State has designated. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the NDOT can award a prequalification status. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations; and
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC.

The State reserves the right to reject a Contractor's proposal, or remove a Contractor from the prequalified Contractor list if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	January 13, 2020
1.	Mandatory Pre-Proposal Conference Location: NE Department of Transportation Operations Division – Conference Rm 110 5001 S. 14th Street Lincoln, NE 68512 **Advisement** *Proposals will ONLY be accepted from those Contractors/Vendors which attend this mandatory conference meeting.*	January 23, 2020 10:00 AM Central Time
2.	Last day to submit written questions after Pre-Proposal Conference	January 28, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	January 31, 2020
4.	Proposal Opening Location: NE Department of Transportation 5001 S. 14th Street Lincoln, NE 68512	February 12, 2020 3:00 PM Central Time
5.	Review for conformance to solicitation requirements	February 12-13, 2020
6.	Evaluation period	February 14-21, 2020
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of prequalified Contractors" to Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the Nebraska Department of Transportation and clearly marked "RFQ Number R207-20; Transit Scheduling Software Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

It is preferred that questions be sent via e-mail to NDOT.OperationsProcurement@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/ per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html. This must be accomplished prior to execution of a contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals or withdraw an intent to prequalify if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity:
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the Contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The purpose of this RFQ is to solicit proposals from Bidders of transit scheduling systems, including description of technical features along with pricing information. Based on evaluation of proposals received, NDOT will select multiple prequalified Contractors. Transit agencies may then contract with prequalified Contractors, and receive reimbursement from NDOT via federal funding sources, without needing to conduct their own competitive procurements.

NDOT is interested in receiving proposals for basic scheduling systems with relatively limited capabilities and for advanced scheduling systems with more sophisticated functionality. Bidders may elect to submit a proposal for just the basic system, or to submit a proposal for just the advanced system, or to submit proposals for both. Bidders that wish to propose for both the basic and the advanced systems much submit two (2) separate proposals; one (1) for each system.

Each proposal shall consist of two (2) components—a technical proposal and a cost proposal. The contents of the technical and cost proposal components, for the basic and advanced solutions, respectively, are as follows:

BASIC SCHEDULING SYSTEM

1. Technical Proposal for Basic Scheduling System

- **a.** Completed Form A, "Contractor Proposal Point of Contact"
- **b.** Request for Qualification form signed in an indelible manner
- **c.** Completed Debarment Certification from Attachment C
- **d.** Completed Lobbying Certification from Attachment C
- **e.** Responses to Terms and Conditions described in Section II
- **f.** Responses to Contractor Duties described in Section IV
- **g.** Responses to Payment Terms described in Section V
- **h.** Completed Corporate Overview Matrix from Attachment A, Form A.1
- **i.** Completed Project Requirements Matrix from Attachment A, Form A.2
- **j.** Completed Technical Requirements Matrix from Attachment A, Form A.3
- **k.** Completed Additional Capabilities Matrix from Attachment A, Form A.4

2. Cost Proposal for Basic Scheduling System

- **a.** Completed Cost Proposal Summary Worksheet from Attachment A, Form A.5
- **b.** Completed System Planning and Design Costs Worksheet from Attachment A, Form A.6
- **c.** Completed System Implementation and Training Worksheet from Attachment A, Form A.6
- **d.** Completed Annual System Costs Worksheets from Attachment A, Form A.6
- **e.** Completed Optional Capability Costs Worksheets from Attachment A, Form A.7
- **f.** Completed Fixed Hourly Rates Table from Attachment A, Form A.8

ADVANCED SCHEDULING SYSTEM

1. Technical Proposal for Advanced Scheduling System

- **a.** Completed Form A, "Contractor Proposal Point of Contact"
- **b.** Request for Qualification form signed in an indelible manner
- **c.** Completed Debarment Certification from Attachment C
- **d.** Completed Lobbying Certification from Attachment C
- **e.** Responses to Terms and Conditions described in Section II
- **f.** Responses to Contractor Duties described in Section IV

g. Responses to Payment Terms described in Section V
h. Completed Corporate Overview Matrix from Attachment B, Form B.1
i. Completed Project Requirements Matrix from Attachment B, Form B.2
j. Completed Technical Requirements Matrix from Attachment B, Form B.3
k. Completed Additional Capabilities Matrix from Attachment B, Form B.4

2. Cost Proposal for Advanced Scheduling System

a. Completed Cost Proposal Summary tables from Attachment B, Form B.5
b. Completed Cost Proposal Summary Worksheet from Attachment B, Form B.5
c. Completed System Planning and Design Costs Worksheet from Attachment B, Form B.6
d. Completed System Implementation and Training Worksheet from Attachment B, Form B.6
e. Completed Annual System Costs Worksheets from Attachment B, Form B.6
f. Completed Optional Capability Costs Worksheets from Attachment B, Form B.7
g. Completed Fixed Hourly Rates Table from Attachment B, Form B.8

For each proposal submitted, potentially including both a proposal for the Basic Transit System and a proposal for the Advanced Transit System, Contractors should submit a single copy of the proposal marked on the first page: "ORIGINAL". If multiple proposals for either the Basic Transit System or the Advanced Transit System are submitted, the State will retain one (1) copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted.

As indicated above, proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or Contractor's proposal response packet. If a recipient phone number is required for delivery purposes, (402) 479-4328 should be used. The number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the Contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the NDOT by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Qualification form must be manually signed in an indelible manner and returned by the solicitation opening date and time along with the Contractor's Request for Qualification along with any other requirements as stated in the Request for Qualification document in order for the Contractor's Request for Qualification response to be evaluated.

It is the responsibility of the Contractor to check the website for all information relevant to this Request for Qualification to include addenda and/or amendments issued prior to the opening date. Website address is as follows: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the Contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Qualification for Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this solicitation.

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this solicitation.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the Contractor's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the Contractor's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. PROPOSAL CORRECTIONS

A Contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public and the Contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting Contractor, in accordance with the solicitation and state statute, will not be posted. If the State determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting Contractor will be notified of the release and it shall be the obligation of the submitting Contractor to take further action, if it believes the information should not be released. (See RFQ signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. REQUEST FOR QUALIFICATION/QUALIFICATION REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Completed Technical Proposal, with all items identified above in Section I.H;
2. Completed Cost Proposal, with all items identified above in Section I.H; and
3. Clarity and responsiveness of the proposal.

O. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

P. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
   a. the ability, capacity, and skill of the Contractor to deliver and implement the system or project that meets the requirements of the solicitation;
   b. the character, integrity, reputation, judgment, experience, and efficiency of the Contractor;
   c. whether the Contractor can perform the contract within the specified time frame;
   d. the quality of vendor performance on prior contracts;
   e. such other information that may be secured and that has a bearing on the decision to prequalify;
2. Technical Approach as described in the Project Requirements Matrix and Technical Requirements Matrix; and,
3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the Contractor from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every Contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring Contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the Contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting Contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the Contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Contractor and will not be compensated by the State.

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the Contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring Contractor. However, a Contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the Contractor grants to the State the right to contact or arrange a visit in person with any or all of the Contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to prequalify, or rescind the award of prequalification status.

T. AWARD

The State reserves the right to evaluate proposals and prequalify Contractors in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in Contractor proposals that are not material, do not compromise the solicitation process or a Contractor's proposal, and do not improve a Contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation; or
7. Elect to rebid the solicitation.

The solicitation does not commit any Transit Agencies of the State to award a contract. Once prequalification decision has been determined, it will be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/

Any protests must be filed by a Contractor within ten (10) business days after the prequalification decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/

U. ALTERNATE/EQUIVALENT PROPOSALS

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal

will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

V. EMAIL SUBMISSIONS

NDOT will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under $50,000.00.

W. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

II. TERMS AND CONDITIONS

Contractors must complete Section II as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in any contract with a Transit Agency in Nebraska that is procured based on prequalification under this solicitation. The State will not consider incorporation of any document not submitted with the Contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Prequalification Award has been negotiated and agreed to, the Addendum to Prequalification Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's or local Agency's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Any contract resulting from prequalification under this solicitation shall incorporate the following documents:

1. Request for Qualification and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract; and,
7. The purchasing Transit Agency's contract documents.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor and individual agencies purchasing through this procurement shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of a purchasing Transit Agency. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State or a Transit Agency to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) any contracts between a Transit Agency and a Contractors based on prequalification under this solicitation will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the Transit Agency does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of a contract based on this solicitation, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the purchasing Transit Agency and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of the Contractor and the purchasing Transit Agency.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The purchasing Transit Agency and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the Transit Agency may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The purchasing Transit Agency shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the purchasing Transit Agency, and the contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with the purchasing Transit Agency and the Contractor retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the purchasing Transit Agency reserve the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of the purchasing Transit Agency*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The purchasing Transit Agency may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The purchasing Transit Agency may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the purchasing Transit Agency. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The purchasing Transit Agency may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the purchasing Transit Agency does not forfeit any rights or remedies to which it is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the purchasing Transit Agency may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the purchasing Transit Agency may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The purchasing Transit Agency may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the purchasing Transit Agency may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The purchasing Transit Agency's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the purchasing Transit Agency, and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the purchasing Transit Agency for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the purchasing Transit Agency which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the purchasing Transit Agency gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the purchasing Transit Agency's use of the Licensed Software without the purchasing Transit Agency's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the purchasing Transit Agency's use of any intellectual property for which the Contractor has indemnified the purchasing Transit Agency, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the purchasing Transit Agency's behalf to provide the necessary rights to the purchasing Transit Agency to eliminate the infringement, or provide the purchasing Transit Agency with a non-infringing substitute that provides the purchasing Transit Agency the same functionality. At the purchasing Transit Agency's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the purchasing Transit Agency may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, Contractors or assigns or by third persons, shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the purchasing Transit Agency in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this RFP. The terms and conditions, including price, may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this RFQ. The terms and conditions, including price, of this RFQ shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this RFP.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The purchasing Transit Agency and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The purchasing Transit Agency, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations

incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The purchasing Transit Agency may terminate the contract immediately for the following reasons:

a. if directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support of the deliverable; and,
i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the purchasing Transit Agency;
2. Transfer ownership and title to all completed or partially completed deliverables to the purchasing Transit Agency;
3. Return to the purchasing Transit Agency all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the purchasing Transit Agency have no legal claim.

III. REQUIRED FEDERAL CLAUSES

The following Federal clauses are made a part of this RFQ and any contract resulting from this procurement. In the event of a conflict between these clauses and the terms and conditions in the Request for Qualification, the Federal clauses shall supersede and take precedent.

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The purchasing Transit Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

2. If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on Contractor, to the extent the US Government deems appropriate.

3. Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. ACCESS TO RECORDS AND REPORTS

1. **Record Retention**
   The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. **Retention Period**
   The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. **Access to Records**
   The Contractor agrees to provide sufficient access to the State, the purchasing Transit Agency, the FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4. **Access to the Sites of Performance**
   The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

D. CHANGES TO FEDERAL REQUIREMENTS

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchasing Transit Agency and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

E. TERMINATION

1. **Termination**
   The purchasing Transit Agency may terminate their contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the purchasing Transit Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to purchasing Transit Agency, the Contractor will account for the same, and dispose of it in the manner the Transit Agency directs.

2. Termination for Default (Breach or Cause)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the purchasing Transit Agency may terminate their contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchasing Transit Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the purchasing Transit Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

3. Opportunity to Cure

The purchasing Transit Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to purchasing Transit Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the purchasing Transit Agency setting forth the nature of said breach or default, the Transit Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the purchasing Transit Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver to Remedies for any Breach

In the event that purchasing Transit Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the purchasing Transit Agency shall not limit the Transit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

F. GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

G. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

H. LOBBYING CERTIFICATION AND DISCLOSURE

Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

I. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

J. DISADVANTAGED BUSINESS ENTERPRISE

1. It is the policy of the purchasing Transit Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
2. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
3. There is no DBE goal for this project; however, Contractors are highly encouraged to make efforts to use DBE subcontractors on the contract.
4. The Contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
5. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the recipient. In addition, the Contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

K. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The current plan document can be found at http://www.neo.ne.gov/info/energy-plan/pdf/energy-plan-2011.pdf.

L. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

M. CIVIL RIGHTS

The purchasing Transit Agency is an Equal Opportunity Employer. As such, the purchasing Transit Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the purchasing Transit Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42

U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

N. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

IV. CONTRACTOR DUTIES

Contractors must complete Section IV as part of their proposal. Contractor is expected to read the Contractor Duties and should initial either accept, reject, or reject and provide alternative language for each duty. The Contractor should also provide an explanation of why the Contractor rejected the duty or rejected the duty and provided alternate language. By signing the solicitation, Contractor is agreeing to comply with all of the accepted duties, and any proposed alternative duties submitted with the proposal.

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State or the purchasing Transit Agency; they shall not be considered employees of the State or the purchasing Transit Agency and shall not be entitled to any compensation, rights or benefits from the State or the purchasing Transit Agency, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the purchasing Transit Agency. Replacement of these personnel, if approved by the purchasing Transit Agency, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the purchasing Transit Agency.

The purchasing Transit Agency reserve the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of the contract executed with the purchasing Transit Agency.

The Contractor shall include a similar provision, for the protection of the purchasing Transit Agency, in the contract with any subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other Contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other Contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed throughout the first three (3) years of the prequalification period. After this first three (3) year period, the pricing form allows for an annual increase in prices for the subsequent two (2) years of the prequalification period and any additional years under contract with each purchasing Transit Agency. Any request for a price increase subsequent to the third year of the prequalification period shall not exceed four percent (4%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Nebraska Department of Transportation a minimum of 120 prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any Agency prior to written amendment of the contract by the parties. The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required. For any subsequent contract with a purchasing Transit Agency, the State reserves the right to review the cost for consistency with the cost proposal structure submitted for this prequalification solicitation.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State or the purchasing Transit Agency shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State or of the purchasing Transit Agency pursuant to this contract.

The State or the purchasing Transit Agency shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State and any purchasing Transit Agency a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on a contract with a purchasing Transit Agency until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to any purchasing Transit Agency that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide any purchasing Transit Agency with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of any purchasing Transit Agency to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, any purchasing Transit Agency may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**
   The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
   The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

   The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the purchasing Transit Agency, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the purchasing Transit Agency shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the purchasing Transit Agency."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the purchasing Transit Agency as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the purchasing Transit Agency shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Transportation
Attn: Brandy Henke
5001 S. 14th Street
Lincoln, NE 68512

These certificates or the cover sheet shall reference the RFQ number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the purchasing Transit Agency is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the purchasing Transit Agency. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The purchasing Transit Agency may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the purchasing Transit Agency does not forfeit any rights or remedies to which the purchasing Transit Agency is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

L. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the purchasing Transit Agency any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Qualification or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State and any purchasing Transit Agency will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

N. STATE AND/OR TRANSIT AGENCY PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State or Transit Agency-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State and the purchasing Transit Agency for any loss or damage of such property; normal wear and tear is expected.

O. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on the premises of any purchasing Transit Agency. If the Contractor must perform on-site work outside of the daily operational hours set forth by a purchasing Transit Agency, it must make arrangements with the purchasing Transit Agency to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the purchasing Transit Agency on the basis of lack of access, unless the purchasing Transit Agency fails to provide access as agreed to in writing between the purchasing Transit Agency and the Contractor.

P. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State or any purchasing Transit Agency. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State and any purchasing Transit Agency.

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, any purchasing Transit Agency may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

R. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State or to any purchasing Transit Agency, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

S. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State or to any purchasing Transit Agency.

T. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

V. PAYMENT

Contractors must complete Section V as part of their proposal. Contractor is expected to read the Payment terms and should initial either accept, reject, or reject and provide alternative language for each term. The Contractor should also provide an explanation of why the Contractor rejected the term or rejected the term and provided alternate language. By signing the solicitation, Contractor is agreeing to comply with all of the accepted terms, and any proposed alternative terms submitted with the proposal.

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

Each sub-recipient is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the purchasing Transit Agency requesting the services with sufficient detail to support payment. The appropriate point of contact for invoicing at a purchasing Transit Agency should be specified as part of the contract between the purchasing Transit Agency and the Contractor.

As described next in Section VI, a full project will include three phases: an initial System Planning and Design Phase, a subsequent System Implementation Phase, and then a System Maintenance and Support Phase.

Contractors may submit their first invoice for the full cost of the System Planning and Design Phase once all related deliverables have been completed and accepted. This includes a system deployment plan, a system acceptance test plan, and a system maintenance and support plan.

Contractors may submit their second invoice for the full cost of the System Implementation Phase once all implementation tasks and deliverables have been completed and accepted. This includes configuration and deployment of all scheduling software, installation and configuration of any hardware components, system documentation and manuals, training materials, initial onsite training of agency staff, and user acceptance testing. Note that Contractors need not complete the follow-up onsite training, which will be scheduled to occur 60 to 90 days after installation, to submit this invoice, though it is expected that the Contractor will complete this follow-up training to remain in compliance with contract terms.

Finally, Contractors may submit annual invoices for System Maintenance and Support Phase at the beginning of each maintenance and support period. For the first year, this will occur at completion of the system implementation phase, and will then occur annually thereafter for each additional contracted year of maintenance and support.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon any purchasing Transit Agency, and no action by a purchasing Transit Agency, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or stopping the purchasing Transit Agency with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the purchasing Transit Agency as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated purchasing Transit Agency officials.

The purchasing Transit Agency and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). A purchasing Transit Agency may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall a purchasing Transit Agency be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

A purchasing Transit Agency's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the purchasing Transit Agency may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The purchasing Transit Agency will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the purchasing Transit Agency to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State and the purchasing Transit Agency shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State and the purchasing Transit Agency to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State and the purchasing Transit Agency may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State and the purchasing Transit Agency at Contractor's place of business or a location acceptable to all Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State and the purchasing Transit Agency reserve the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the purchasing Transit Agency. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the purchasing Transit Agency and the State for the total costs of the audit. Overpayments and audit costs owed to the State or purchasing Transit Agency shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

This section provides an overview of the project, describes the current environment, and outlines the scope of work. This RFQ will result in the prequalification of multiple Contractors to provide scheduling systems to transit agencies in Nebraska at established pricing schedules for subsequent reimbursement with Federal Transit Administration (FTA) funding via the Nebraska Department of Transportation (NDOT).

A. PROJECT OVERVIEW

NDOT is seeking to prequalify Contractors to provide basic and advanced transit scheduling software and hardware solutions for use by small and medium sized transit agencies in Nebraska. With this solicitation, NDOT is seeking proposals from qualified bidders of transit scheduling software, including optional computer-aided dispatch (CAD) and automated vehicle location (AVL) solutions. Based on a review of responses received, NDOT will select multiple winning scheduling technology solutions that offer the best combinations of features and cost for transit agencies across the State.

NDOT will not be purchasing software as an outcome of this solicitation. Rather, the prequalified offerings will be recommended to local transit agencies within Nebraska that are interested in procuring scheduling and CAD/AVL systems. A Transit Agency may then purchase one of the prequalified scheduling systems from this solicitation without conducting a competitive procurement and remain eligible for reimbursement by NDOT from applicable federal funding sources.

Transit agencies in the state will not be restricted from purchasing scheduling systems that are not prequalified through this solicitation, however such agencies will be required to conduct their own competitive procurement in order to qualify for applicable funding reimbursement from the FTA through NDOT.

B. CURRENT ENVIRONMENT

There are approximately 57 transit service providers across Nebraska. Fifty (50) of these are small with fewer than ten (10) vehicles; six (6) have between ten (10) and twenty (20) vehicles; and one (1) has between 50-60 vehicles. Most Nebraska transit agencies focus exclusively on demand responsive services, while a few of the larger agencies offer flex route (also known as deviated fixed route) or fixed route services.

As with peer agencies around the country, transit providers in Nebraska face challenges with respect to using available resources as efficiently as possible along with accurately collecting and reporting data. Although transit scheduling, CAD, and AVL systems can be important tools in helping agencies to address these challenges, relatively few transit providers in Nebraska have adopted such systems to date. Based on a recent survey of transit agencies conducted by staff at the University of Nebraska, only nine agencies in the state report that they are currently using commercial scheduling software. On the other hand, many of the agencies in Nebraska agree that scheduling software would save time and help with reporting accuracy.

Many of the agencies in Nebraska that procure scheduling technology based on the outcome of this solicitation will be upgrading from simpler scheduling and tracking processes involving the use of spreadsheets, white boards, or index cards. In comparison to these simpler methods, it is expected that adoption of scheduling, CAD, and AVL technology will provide the following benefits:

1. Serve more trips with available resources;
2. Update manifests in real time as calls are cancelled or new trips are requested;
3. Assist drivers in routing between pickups and drop-offs and completing their runs;
4. Improve ease and accuracy of data collection and reporting;
5. Keep track of drivers and any required documentation or training certifications;
6. Keep track of vehicles and any required inspections or maintenance activities; and
7. Keep track of customer information such as addresses, mobility requirements, and approved funding sources.

C. BIDDING OPTIONS

This RFQ provides the following two options for bidding:

1. **Attachment A - Option A, Basic Transit Scheduling System**
   The proposed system will include basic functionality only, primarily designed to serve small agencies.

2. **Attachment B - Option B, Advanced Transit Scheduling System**
   The proposed system will include basic functionality with some advanced optional capabilities such as automated scheduling via optimization, AVL, CAD, and fixed-route scheduling, primarily designed for medium-sized agencies and smaller agencies desiring more advanced features.

Bidders may bid on either or both options. For a Bidder to be considered for more than one option, a complete, separate proposal (including both a Technical Proposal and a Cost Proposal) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option. Multiple high-scoring Bidders within each option (Basic and Advanced) will be identified and prequalified.

D. INDIVIDUAL AGENCY ENGAGEMENTS

Subsequent to the selection of prequalified Contractors via this procurement, eligible transit agencies in Nebraska may select and engage with prequalified Contractors to purchase their basic or advanced scheduling system products. To be considered as eligible, a Transit Agency must receive FTA Section 5310 or Section 5311 funds and must have been approved to use FTA funds

to purchase a transit scheduling system. Eligible agencies may choose to purchase new scheduling software, replace an existing system, or purchase ongoing licensing for an existing system. Additional steps and requirements for eligible agencies to engage with prequalified Contractors are as follows:

1. The purchasing Transit Agency shall request a quote from one (1) or more Contractors that is tailored to the Transit Agency's size and desired scheduling capabilities.
2. The Contractor shall provide a quote using the prices included in the response to this solicitation with quantities extended to match the specific Transit Agency's size and needs.
3. The Contractor shall provide the most recent version of the software that reflects a comparable feature set as proposed in the response to this RFQ.
4. The purchasing Transit Agency shall verify in sam.gov that the Contractor is not debarred or suspended.
5. The purchasing Transit Agency and Contractor shall execute a contract that includes all terms, conditions, clauses, and requirements from this RFQ.
6. Prior to execution, the full contract shall be reviewed by NDOT to ensure compliance with State and FTA requirements.
7. This procurement complies with FTA requirements for procurements that do not exceed $150,000 over the term of the contract. Any contract over $100,000 requires a lobbying certification.
8. The allowed contract term shall be a minimum of three (3) years with two (2) optional one-year renewal periods.

E. VENDOR FAIR

Upon selection, all pre-qualified Contractors are ***required*** to participate in an annual vendor fair in three (3) successive years. Each annual vendor fair will consist of presentations on one day at a designated location in Nebraska. The purpose of the presentation is to provide local agencies with an opportunity to see each system demonstrated and to ask questions about the systems to each Contractor. The format for each presentation will be to provide a short presentation, to set up (in a format similar to conference booths) a demonstration system for Contractors, and to be available for questions.

All Contractor-incurred expenses for participating in the vendor fair shall be considered incidental to any contracts resulting from this solicitation. Contractors that decline to participate in an annual vendor fair will lose their pre-qualified status.

F. PROJECT PHASE REQUIREMENTS

When a Transit Agency contracts with a prequalified Contractor for the purchase of a basic or advanced scheduling system, the resulting deployment effort shall include a planning phase, a system implementation phase, and a system maintenance and support phase (though note that the first two phases may not be necessary in cases where a Transit Agency is simply purchasing additional years of licensing and support for a scheduling system that it is already using). Further information about the required activities for each of these phases are provided in the Project Requirements Matrices (PRMs) in Attachment A for the Basic Solution, and Attachment B for the Advanced Solution. As part of the technical proposal, Bidders are required to describe within the PRMs their general approach to successfully completing all of the tasks within the project phases. A brief overview of the contents and timing of these phases is as follows:

1. **System Planning and Design Phase**
   This phase encompasses development of a deployment plan, an acceptance testing plan, and a support and maintenance plan. It begins once a contract is executed.

2. **System Implementation Phase**
   This phase includes all system transition activities (if replacing an existing system), system configuration and deployment, purchase and installation of any required hardware, system documentation, initial and follow-up training, and acceptance testing. This phase begins upon completion and acceptance of all system planning and design activities and submittals.

3. **System Maintenance and Support Phase**
   The Contractor shall provide ongoing system support in accordance with the maintenance and support activities outlined in the project planning and design phase. This phase begins when the system is fully implemented and all related requirements have been fulfilled in accordance with the contract and verified by successful execution of the acceptance test plan.

G. TECHNICAL REQUREMENTS

The basic and advanced transit scheduling solutions must meet specified sets of technical requirements. These include detailed functional requirements along with more general system requirements. Detailed technical requirements for the basic scheduling system and for the advanced scheduling system are presented, respectively, in the Technical Requirements Matrices in Attachment A and Attachment B. High-level summaries of these requirements are as follows:

1. Technical Requirements for Basic Scheduling System

a. ***Functional requirements:***

1) User accounts, permissions, and tracking
2) Working with customer information
3) Working with driver information
4) Working with vehicle information
5) Setting up individual and subscription trips
6) Setting up individual and recurring runs
7) Manual and automated scheduling tools

8) Fare payment technology
9) Standard and ad-hoc reporting and queries

b. Other system requirements:
1) Data ownership and migration
2) Hosting, backup, and information security

2. Technical Requirements for Advanced Scheduling System

a. Functional requirements
1) User accounts, permissions, and tracking
2) Working with customer information
3) Working with driver information
4) Working with vehicle information
5) Setting up individual and subscription trips
6) Setting up individual and recurring runs
7) Manual and automated scheduling tools
8) SMS and IVR customer messages
9) CAD/AVL software, including driver app
10) Additional advanced reporting requirements
11) Working with funding sources, fares, donations, and billing

b. Other system requirements
1) Data ownership and migration
2) Hosting, backup, and information security

H. ADDITIONAL FUNCTIONAL CAPABILITIES OF INTEREST

In addition to the functional requirements listed within the Technical Requirements Matrices for the basic and advanced solutions, proposers are also asked to describe additional functional capabilities that may be available, either for free or at added cost, with their offerings. The additional optional capabilities of interest for the basic and advanced solutions are listed, respectively in the Optional Capabilities Matrices in Attachment A and Attachment B.

Note that Contractor responses for additional functional capabilities of interest are not scored for the purpose of prequalification. Rather, the intent is to provide transit agencies in Nebraska with additional information about whether they may be able to augment their systems to include additional capabilities in future years. Additionally, note that some areas of functionality that are listed in the category of additional capabilities of interest for the basic scheduling system are instead viewed as core requirements for the advanced system.

High-level summaries of the additional functional capabilities of interest for the basic and advanced systems are as follows:

1. Additional Functional Capabilities of Interest for Basic Scheduling System
a. Flex route scheduling
b. Trip coordination or brokerage
c. SMS customer messages
d. IVR customer communications
e. Customer app
f. CAD/AVL software and driver app
g. In-vehicle devices and cellular data plans
h. In-vehicle device installation
i. Configure funding sources, fare structures, and billing
j. Advanced optional management reports
k. FTA-required reporting
l. GTFS flex data

2. Additional Functional Capabilities of Interest for Advanced Scheduling System
a. Flex route scheduling
b. Trip coordination or brokerage
c. Customer app
d. In-vehicle devices and cellular data plans
e. In-vehicle device installation
f. FTA-required reporting
g. GTFS flex data

I. DELIVERABLES

For each Transit Agency that purchases a scheduling system from a prequalified Contractor, there will be a series of deliverables associated with each of the three (3) project phases. These are as follows:

1. System Planning and Design
a. System deployment plan

b. System acceptance test plan
c. System maintenance and support plan

2. System Implementation
a. Configuration and deployment of all scheduling software
b. Installation and configuration of any hardware components (e.g. in-vehicle tablets)
c. System documentation and manuals
d. Training materials
e. Initial and follow-up onsite training of Transit Agency staff
f. User acceptance testing

3. System Maintenance and Support
a. System licensing
b. Hosting and web services
c. Maintenance, support, and annual onsite refresher training
d. Equipment warranty as applicable
e. Fare payment media as applicable

J. PAYMENT SCHEDULE

Payments for the System Planning and Design Phase may be invoiced when all deliverables for the phase have been completed and accepted. This includes the system deployment plan, the system acceptance test plan, and the system maintenance and support plan.

Similarly, payments for the System Implementation Phase may be invoiced when all deliverables and tasks for the phase have completed and accepted. This includes configuration and deployment of all scheduling software, installation and configuration of any hardware components, system documentation and manuals, training materials, initial onsite training of Agency staff, and user acceptance testing. Contractors need not complete the follow-up onsite training, which will be scheduled to occur 60 to 90 days after installation, to submit this invoice, though it is expected that the Contractor will complete this follow-up training to remain in compliance with contract terms.

Finally, the Maintenance and Support Phase begins upon successful completion of the systems acceptance test. During the System Maintenance and Support Phase, Contractors may invoice agencies on an annual basis at the beginning of each year of licensing, hosting, maintenance, and support.

VII. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by Contractors in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL CONTENTS

As described in an earlier section, Contractors may submit a proposal for the Basic Scheduling System, for the Advanced Scheduling System, or for both. Contractors wishing to bid on both systems must submit separate and fully complete proposals for each.

Each complete proposal will consist of a Technical Proposal along with a Cost Proposal. The contents for each of these, for the Basic and Advanced Scheduling Systems, respectively, shall include the following.

1. BASIC SCHEDULING SYSTEM PROPOSAL

a. TECHNICAL PROPOSAL

The technical proposal for the Basic Scheduling System includes the following elements:

1. Completed Form A, "Contractor Proposal Point of Contact"
2. Request for Qualification form signed in an indelible manner
3. Completed Debarment Certification from Attachment C
4. Completed Lobbying Certification from Attachment C
5. Responses to Terms and Conditions described in Section II
6. Responses to Contractor Duties described in Section IV
7. Responses to Payment Terms described in Section V
8. Completed Corporate Overview Matrix from Attachment A, Form A.1
9. Completed Project Requirements Matrix from Attachment A, Form A.2
10. Completed Technical Requirements Matrix from Attachment A, Form A.3
11. Completed Additional Capabilities Matrix from Attachment A, Form A.4

b. COST PROPOSAL

The cost proposal for the Basic Scheduling System includes the following elements:

1. Completed Cost Proposal Summary Worksheet from Attachment A, Form A.5
2. Completed System Planning and Design Costs Worksheet from Attachment A, Form A.6
3. Completed System Implementation and Training Worksheet from Attachment A, Form A.6
4. Completed Annual System Costs Worksheets from Attachment A, Form A.6
5. Completed Optional Capability Costs Worksheets from Attachment A, Form A.7
6. Completed Fixed Hourly Rates Table from Attachment A, Form A.8

2. ADVANCED SCHEDULING SYSTEM PROPOSAL

a. TECHNICAL PROPOSAL

The technical proposal for the Advanced Scheduling System includes the following elements:

1. Completed Form A, "Contractor Proposal Point of Contact"
2. Request for Qualification form signed in an indelible manner
3. Completed Debarment Certification from Attachment C
4. Completed Lobbying Certification from Attachment C
5. Responses to Terms and Conditions described in Section II
6. Responses to Contractor Duties described in Section IV
7. Responses to Payment Terms described in Section V
8. Completed Corporate Overview Matrix from Attachment B, Form B.1
9. Completed Project Requirements Matrix from Attachment B, Form B.2
10. Completed Technical Requirements Matrix from Attachment B, Form B.3
11. Completed Additional Capabilities Matrix from Attachment B, Form B.4

b. COST PROPOSAL

The cost proposal for the Advanced Scheduling System includes the following elements:

1. Completed Cost Proposal Summary tables from Attachment B, Form B.5
2. Completed Cost Proposal Summary Worksheet from Attachment B, Form B.5
3. Completed System Planning and Design Costs Worksheet from Attachment B, Form B.6
4. Completed System Implementation and Training Worksheet from Attachment B, Form B.6
5. Completed Annual System Costs Worksheets from Attachment B, Form B.6
6. Completed Optional Capability Costs Worksheets from Attachment B, Form B.7
7. Completed Fixed Hourly Rates Table from Attachment B, Form B.8

B. CORPORATE OVERVIEW

Other than the Corporate Overview, all elements of the technical proposal have been either described or introduced in earlier sections of this document. This section briefly lists the main information elements that Contractors must provide within the Corporate Overview Matrix. Detailed discussions are provided within the Corporate Overview Matrix sections of Attachment A and Attachment B.

Corporate overview elements:

1. Contractor identification and information;
2. Financial statements;
3. Change of ownership;
4. Office location;
5. Relationship with the State;
6. Contractor's employees relations to State;
7. Contractor performance;
8. Summary of Contractor's corporate experience;
9. Summary of Contractor's proposed personnel/management approach; and
10. Subcontractors

Form A
Contractor Qualification Point of Contact
Request for Qualification Number R207-20

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the Contractor's name and address, and the specific person(s) who are responsible for preparation of the Contractor's response.

Preparation of Response Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Qualification for Contractual Services form, the Contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that Contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

R207-20-Attachment-B-Revised-Advanced-Scheduling-System-Matrices

Attachment B

Option B: Advanced Transit Scheduling Software

Request for Qualification Number R207-20

Bidders are required to complete all forms provided in this attachment if bidding on Option B: Advanced Transit Scheduling Software

Forms B.1, B.2, B.3, and B.4 are to be included as part of the Technical Proposal.
Forms B.5, B.6, B.7, and B.8 are to be submitted as the Cost Proposal.

Form B.1: Corporate Overview Matrix

Form B.2: Project Requirements Matrix

Form B.3: Technical Requirements Matrix

Form B.4: Optional Capabilities Matrix

Form B.5: Cost Proposal Summary

Form B.6: Cost Proposal Details

Form B.7 Optional Capabilities Cost Details

Form B.8: Hourly Labor Rates

Representative Medium Transit Agency for Computation of Cost Proposal for Advanced Solution

To facilitate equitable cost comparisons between different offerings, all Bidders submitting proposals for the Advanced Transit Scheduling System must base their cost proposals on a representative medium-sized transit agency profile that is similar to the agencies in Nebraska most likely to acquire such a system. Additionally, Bidders are required, through use of the cost forms, to structure their prices so that an actual transit agency could easily determine how their own cost could vary from the representative cost proposal based on differences in such factors as number of vehicles, trips served, or number of scheduling and dispatch staff.

Details of the representative medium-sized transit agency profile for the advanced system are as follows:

- Max number of scheduling and dispatch staff working at same time = 3
- Number of vehicles operated = 10
- Number of trips served per year = 25,000

Form B.1
Corporate Overview Matrix (COM) for Advanced Transit Scheduling System

Request for Qualification Number R207-20

Bidders proposing on the **Advanced** Transit Scheduling System are instructed to complete the Corporate Overview Matrix (COM) as part of their technical proposal submittal. Within the COM, Bidders are required to provide information describing their firm and its capabilities and experience in providing scheduling software for small- and medium-sized transit agencies. The responses within the COM will be included as part of the technical scores for each submittal. ***Note that Bidders that wish to submit proposals on both the basic and the advanced systems will need to fill out a separate copy of the COM for each of the two (2) options.***

Please attach additional pages as needed for Bidder Response sections.

How to complete the COM:

COM Column Description	Bidder Responsibility
CO #	The unique identifier for the Corporate Overview element as assigned by NDOT. This column is dictated by this RFQ and must not be modified by the Bidder.
Corporate Overview Element	The brief statement describing the information about the Bidder's firm that is being requested. This column is dictated by the RFQ and must not be modified by the Bidder.
Response	Bidders should provide a response that fully, yet concisely, describes the requested information for the corporate overview element. If instructed to do so, this information may be provided as separate pages.

Corporate Overview Matrix (COM) *Attach additional pages as needed.*

CO #	CORPORATE OVERVIEW ELEMENT
Contractor Identification and Information	
CO.1	The Contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the Contractor is incorporated or otherwise organized to do business, year in which the Contractor first organized to do business and whether the name and form of organization has changed since first organized.
Response:	
Financial Statements	
CO.2	The Contractor should provide financial statements applicable to the firm. If publicly held, the Contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the Contractor's financial or banking organization. If the Contractor is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference. The Contractor must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.
Response:	
Change of Ownership	
CO.3	If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor(s) will require notification to the State.
Response:	

Office Location	
CO.4	The Contractor's office location responsible for performance pursuant to an award of a contract based on this solicitation should be identified.
Response:	

Relationship with the State	
CO.5	The Contractor should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the Contractor's proposal response has contracted with the State, the Contractor should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
Response:	

Contractor's Employee Relations to the State	
CO.6	If any Party named in the Contractor's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the Contractor or is a subcontractor to the Contractor, as of the due date for proposal submission, identify all such persons by name, position held with the Contractor, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the Contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.
Response:	

Contractor Performance

CO.7	If the Contractor or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the Contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Contractor or litigated and such litigation determined the Contractor to be in default. It is mandatory that the Contractor submit full details of all termination for default experienced during the past three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the Contractor's position on the matter. The State will evaluate the facts and will score the Contractor's proposal accordingly. If no such termination for default has been experienced by the Contractor in the past three (3) years, so declare. If at any time during the past three (3) years, the Contractor has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.
Response:	

Summary of Contractor's Corporate Experience	
CO.8	The Contractor should provide a summary matrix listing the Contractor's previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the Contractor during its evaluation of the proposal. The Contractor should address the following: **i.** Provide narrative descriptions to highlight the similarities between the Contractor's experience and this solicitation. These descriptions should include: **a)** The time period of the project; **b)** The scheduled and actual completion dates; **c)** The Contractor's responsibilities; **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and **e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a Contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. **ii.** Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects. **iii.** If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractor above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Response:	
Summary of Contractor's Proposed Personnel/Management Approach	
CO.9	The Contractor should present a detailed description of its proposed approach to the management of the project. The Contractor should identify the specific professionals who will be involved in any contract resulting from this solicitation. The names and titles of the team proposed should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. The Contractor should provide resumes for all personnel proposed by the Contractor to work on any projects stemming from this solicitation. The State will consider the resumes as a key indicator of the Contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.
Response:	
Subcontractors	
CO.10	If the Contractor intends to subcontract any part of its performance hereunder, the Contractor should provide: **i.** name, address, and telephone number of the subcontractor(s); **ii.** specific tasks for each subcontractor(s); **iii.** percentage of performance hours intended for each subcontract; and **iv.** total percentage of subcontractor(s) performance hours.
Response:	

Form B.2
Project Requirements Matrix (PRM) for Advanced Transit Scheduling System

Request for Qualification Number R207-20

Bidders proposing on the **Advanced** Transit Scheduling System are instructed to complete a Project Requirements Matrix (PRM) as part of their technical proposal submittal. Within the PRM, Bidders are required to describe their proposed approaches to meeting the requirements associated with planning, implementing, maintaining and supporting their advanced scheduling solution on behalf of a Nebraska transit agency. The responses provided within the PRM will serve as a template for the scope of work for any subsequent engagement in which a Nebraska transit agency contracts with a prequalified Bidder for the provision of an advanced scheduling system under the terms of this solicitation.

All items identified in the PRM are required, and Bidders must affirm that they are able to address each of the enumerated requirements. Bidders that cannot comply with one or more of the project requirements may be disqualified from further consideration. Additionally, responses provided within the PRM will be scored as part of the evaluation of each Bidder's submission, and Bidders are therefore encouraged to provide detailed discussions of their proposed approaches within the response section for each item in order to inform the scoring.

How to complete the PRM:

PRM Column Description	Bidder Responsibility
PR #	The unique identifier for the project requirement as assigned by NDOT. This column is dictated by this RFQ and must not be modified by the Bidder.
Requirement description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFQ and must not be modified by the Bidder.
Resp. (Response code)	Bidders must indicate whether or not they are able to address each project requirement. Bidders that are unable to meet one or more requirements may be disqualified. **Y** Yes, the Bidder can address this requirement. **N** No, the Bidder is unable to address this requirement.
Response	Bidders should describe their general approach for meeting this requirement when contracting with a transit agency in Nebraska after being pre-qualified under this solicitation. Bidders may also identify factors that could vary by transit agency, and how the approach could be modified as needed to address such variations. The descriptions provided in the Bidder comments will be scored as part of the proposal evaluation process.

Project Requirements Matrix (PRM) *Attach additional pages as needed.*

PR #	Requirement Description	
PR.1 Project Planning and Design Phase		**Resp.**
System Deployment Document		
PR.1.1	The Contractor shall prepare a System Deployment Document tailored for the specific Transit Agency and acceptable to the purchasing Transit Agency's project manager. The document shall clarify the process for incorporating the Transit Agency's business rule and client database into the software system. It will specify an implementation schedule, what is needed from the Transit Agency, what the Contractor will provide, and the timelines associated with all tasks. The System Deployment Document will include a transition plan (if replacing existing software) that addresses data migration and service continuity. The System Deployment Document shall also identify and track, within a Requirements Response Matrix, where and how all technical requirements are supported by the proposed system. The purchasing Transit Agency project manager shall approve this document and approach prior to beginning system deployment.	**Y/N**
Response:		
System Acceptance Test Plan		
PR.1.2	The Contractor shall develop an Acceptance Test Plan to demonstrate compliance with all project and system functional requirements based on the incorporation of the purchasing Transit Agency's business rules and other tailoring such as the GIS map for the area. The acceptance test is not intended to be unnecessarily detailed but should demonstrate the functionality and compliance with all system and project requirements in a straightforward way.	**Y/N**
Response:		
System Maintenance and Support Plan		
PR.1.3	The Contractor shall provide a System Maintenance and Support plan describing the activities, procedures, and responsibilities associated with the subsequent system maintenance and support phase. This plan shall include a description of how and when Transit Agency staff can receive support on use of the system (e.g. via 24/7 phone support, or via email), expected frequency and procedures for system updates, a Service Level Agreement (SLA) that includes such factors as minimum system uptime and response timeframes for issues of varying levels of severity, and a description of warranty support for any system hardware components. Please briefly describe key elements of the maintenance and support plan (additional details may be provided in the comments section for requirements for the system maintenance and support phase below). The project manager for the purchasing Transit Agency shall also approve this document prior to beginning system deployment.	**Y/N**

Response:		
PR.2 System Implementation Phase		**Resp.**
System Configuration and Deployment		
PR.2.1	In alignment with the approved System Deployment Document, the project schedule, and approval from the Transit Agency, the Contractor may commence with the deployment and configuration of the system with applicable hosting services, data migration, hardware acquisition and installation as applicable, user and customer configuration, and any other support systems. The Contractor shall deploy the system in a way that minimizes any service disruption to the Transit Agency personnel and operations.	**Y/N**
Response:		
System Documentation		
PR.2.2	The Contractor shall provide all applicable system documentation to the Transit Agency, including both technical documentation and user guides for users and Transit Agency administrators. Documentation shall be made available in electronic form and as a printed and bound document if desired by the purchasing Transit Agency.	**Y/N**
Response:		
Initial and Follow-up On-site System Training		
PR.2.3	The Contractor shall provide initial onsite system training for Transit Agency users and administrators, along with follow-up on-site training approximately 60 to 90 days following successful system deployment and acceptance testing. For the initial training, a trainer is required to be on-site during the installation period and when the system is deployed, defined as when the system relies solely on the software purchased through this RFQ. The Contractor shall provide all training materials to the Transit Agency in electronic form, and as a printed and bound document if desired by the Transit Agency. Users and administrators should demonstrate proficiency in the use and administration of the system prior to beginning the acceptance test step. The purpose of the follow-up on-site training is to refresh users on system functionality presented in the initial training as well as to address any questions that have arisen in the intervening period. Please describe the training program with an outline of topics covered, estimate the hours of training for both initial and follow-up sessions, and describe the training materials.	**Y/N**

Response:		
Acceptance Testing		
PR.2.4	Concurrent with system deployment, delivery of system documentation, and completion of initial training, the Contractor shall schedule system acceptance testing. Testing shall be conducted in the presence of representatives from the Contractor, the Transit Agency, and NDOT (at NDOT's discretion). The test shall follow the approved Acceptance Test Plan created during the Project Planning and Design phase and shall verify that all project and system functional requirements are successfully met and acceptable by the Transit Agency and NDOT. Once a successfully completed test plan is signed by all three parties, the Contractor is eligible for payment for the System Implementation Phase tasks and commences with the System Maintenance and Support phase.	**Y/N**
Response:		
PR.3 System Maintenance and Support Phase		
Hosting		
PR.3.1	The Contractor shall provide external hosting for the scheduling system, either at its own facilities or via a third party. (Please see additional related requirements in the TRM below).	**Y/N**
Response:		
Maintenance and Warranty		
PR.3.2	The Contractor will maintain the system according to the Maintenance and Support plan such that it meets the specified Service Level Agreement. For any hardware components furnished by the Contractor, the Contractor will provide a warranty that includes repairing or replacing any defective equipment over the life of the contract.	**Y/N**
Response:		

Upgrades		
PR.3.3	When major software upgrades occur, the Contractor will need to provide additional support and training, potentially via webinar, to ensure that end users know about the changes and are able to maintain a fully functioning system. Please describe the typical frequency of upgrades as well as the procedures you follow to ensure a smooth transition and that all users are aware of any significant changes or new features in the system.	**Y/N**
Response:		
On-going Annual Training		
PR.3.4	On-site refresher training is required on an annual basis. For the initial year, the annual training should be scheduled for roughly six (6) months after the system is successfully deployed (this will be the third training, following the initial on-site training at system deployment as well as the follow-up training at 60 to 90 days after deployment). In subsequent years, the annual training can occur at any time that would be mutually convenient for the purchasing Transit Agency and the Contractor. Objectives of the annual training sessions include providing a refresher for existing functionality as well as demonstrating any upgrades to the system that require changes in how activities are performed. Contractors should describe their proposed approach to annual on-site training, including the number of hours that will be involved in each session as well as an outline of topics to be covered.	**Y/N**
Response:		
Customer Support		
PR.3.5	Contractors shall provide customer support to assist agencies in using the system and to address technical issues that may arise. Please describe how customer support is provided (telephone, online, in person), any limits on the amount of support available, and response times for dealing with issues of varying levels of severity. Identify what constitutes a critical call and the service level that will be provided for critical calls, including the time for initial call back and time for resolution. Finally, describe the location of the office that will serve contracts in Nebraska.	**Y/N**
Response:		

Form B.3
Technical Requirements Matrix (TRM) for Advanced Transit Scheduling System

Request for Qualification Number R207-20

Bidders proposing on the **Advanced** Transit Scheduling System are instructed to complete a Technical Requirements Matrix (TRM) as part of their technical proposal submittal. Within the TRM, Bidders are required to describe in detail how their proposed solution meets the specification outlined within each requirement. All responses should be entered within the corresponding columns and rows within the TRM.

The TRM is used to document and track the scheduling system requirements from the proposal through implementation to testing to verify that all requirements have been completely fulfilled. The Bidder will be responsible for maintaining the contractually agreed upon set of baseline requirements. The requirements and Bidder's responses described in the TRM will form a basis for subsequent testing and validation that all requirements have been met.

The TRM must indicate whether and how the Bidder is able to comply with each requirement. It is not essential that Bidders meet all requirements, though each requirement not met will lead to a reduction in the Bidder's score. In cases where the Bidder's offering does not currently meet a requirement, but the Bidder plans to implement necessary customizations or enhancements in order to comply with the requirement, the Bidder should describe its approach to making the necessary changes. It is not sufficient for the Bidder to simply state that it intends to meet a requirements of the RFQ without providing additional description, and NDOT will consider any such response to a requirement in this RFQ to be non-responsive. The narrative should provide NDOT with sufficient information to compare and contrast the Bidder's technical solution with other Bidders' solutions.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the TRM as provided by NDOT. Failure to maintain these elements may be grounds for disqualification.

How to complete the TRM:

TRM Column Description	Bidder Responsibility
TR #	The unique identifier for the technical requirement as assigned by NDOT. This column is dictated by this RFQ and must not be modified by the Bidder.
Requirement description	The statement of the requirement to which the Bidder must respond. This column is dictated by the RFQ and must not be modified by the Bidder.
Resp. (Response code)	Each of the items from the Requirements Matrix of this RFQ require a response of Y (Yes), C (Custom) or N (No). Below is a brief explanation of each. **Y** Yes, the system in its current release meets the requirement without manipulation of functions, fields, forms or the need to add fields and tables to the system. **C** Yes, the system will be able to meet the requirement, with some customization required but at no additional cost. **N** No, the software does not or cannot meet the requirement.
Response	Provide a short description for each requirement that is compliant as well as an explanation of any modifications that will be required to meet the requirement and a description of how the modification will be accomplished. In cases where the requirement description has posed specific questions to the Bidder, please be sure that your responses address the questions asked. A restatement of the requirement is not considered a substantive response.

Technical Requirements Matrix (TRM) *Attach additional pages as needed.*

TR #	Technical Requirement Description	
TR.1	**User Accounts, Permissions, and Tracking**	**Resp.**
User Accounts		
TR.1.1	The system includes user accounts. To access the system, a registered user enters credentials (user name and password) associated with their user account.	**Y/C/N**
Response:		
Role Based Permissions		
TR.1.2	Each user can be associated with one or more user roles. Access to data and functionality within the system is based on the permissions associated with the user's role or roles. At minimum, the system provides expanded access to administrative users in comparison to other system users. Please describe standard user roles that are available in your system, and whether it is possible for agencies to create their own customized user roles if needed.	**Y/C/N**
Response:		
User Management Console		
TR.1.3	The system includes functionality that allows administrative users to manage user accounts for other system users. This includes adding a new user, editing the information for an existing user (such as changing user role, or updating user password), or deleting an existing user who no longer works at the purchasing Transit Agency.	**Y/C/N**
Response:		
User Self-Management		
TR.1.4	The system allows a logged in user to update their own information, such as changing their password.	**Y/C/N**

Response:		
Audit Trail Functionality		
TR.1.5	System keeps a log of date, time, entry, and user associated with any entry or changes to data for customers, drivers, vehicles, trips, and runs.	**Y/C/N**
Response:		
TR.2. Customer Information		**Resp.**
Customer Data Records		
TR.2.1	System supports creating, editing, or deleting customer records.	**Y/C/N**
Response:		
General Customer Data		
TR.2.2	System supports editing of general information about customers, such as name, address, phone, email, gender, date of birth, emergency contact, language spoken, and caregiver data.	**Y/C/N**
Response:		
Customer Transportation Data		
TR.2.3	System supports editing information about customer transportation characteristics, such as required accommodations, mobility aids, attendants or companions, disability status, eligibility for different funding programs, subscription number, Medicare number, and Medicaid number.	**Y/C/N**

Response:		
Customer Documentation		
TR.2.4	System supports upload and storage of documents that can be associated with a customer record (such as a scan of an eligibility application form).	**Y/C/N**
Response:		
Customer Trip Data		
TR.2.5	System stores information about trips that a customer has previously taken, or is scheduled to take in the future. (See subsequent requirements related to trip data for more details).	**Y/C/N**
Response:		
TR.3. Driver Information		**Resp.**
Driver Data Records		
TR.3.1	System supports creating, editing, or deleting of driver records.	**Y/C/N**
Response:		
General Driver Data		
TR.3.2	System supports editing of general information about drivers, such as name, address, phone, email, gender, date of birth, and emergency contact.	**Y/C/N**

Response:		
Driver Availability Data		
TR.3.3	System supports editing and tracking information about the days and times that drivers are available to drive or unavailable to drive.	**Y/C/N**
Response:		
Driver Qualification Data		
TR.3.4	System supports editing and tracking information about qualifications that drivers are expected to maintain (such as annual safety training, or valid driver's license) and when the qualifications need to be renewed.	**Y/C/N**
Response:		
Driver Documentation		
TR.3.5	System supports uploading and storing documents that can be associated with a driver record (such as a scan of the driver's current driver license).	**Y/C/N**
Response:		
Driver Run Data		
TR.3.6	System stores information about runs that a driver has previously driven or is scheduled to drive in the future. (See subsequent requirements related to run data for more details).	**Y/C/N**

Response:		
TR.4	**Vehicle Information**	**Resp.**
Vehicle Data Records		
TR.4.1	System supports creating, editing, or deleting of vehicle records.	**Y/C/N**
Response:		
General Vehicle Data		
TR.4.2	System supports editing of general information about a vehicle such as make, model, year, VIN, and current odometer reading.	**Y/C/N**
Response:		
Vehicle Mobility Configuration Data		
TR.4.3	System supports creating different possible mobility configurations (combinations of seats, tie down spaces, etc.) that are possible, and then associating the mobility configurations with different vehicles or vehicle types. For example, a certain type of van could potentially be configured with three seats and one tie-down space, or alternatively with two seats and two tie-down spaces.	**Y/C/N**
Response:		
Vehicle Certification Data		
TR.4.4	System supports creating different certifications that a vehicle must maintain, such as annual safety inspection or registration. System tracks both previously completed certifications as well as upcoming certifications.	**Y/C/N**

Response:		
Vehicle Preventative Maintenance Data		
TR.4.5	System supports creating different standard preventative maintenance profiles that can be specified for different vehicles or vehicle types. System tracks previously completed preventative maintenance as well as upcoming preventative maintenance requirements.	**Y/C/N**
Response:		
Vehicle History		
TR.4.6	System supports logging of additional vehicle history events, such as vehicle purchase, crashes, non-preventative maintenance, and so forth.	**Y/C/N**
Response:		
Vehicle Documents		
TR.4.7	System supports uploading and storing documents that can be associated with a vehicle record (such as the bill of scale, or scanned vehicle maintenance receipts).	**Y/C/N**
Response:		
Vehicle Run Data		
TR.4.8	System can store information about runs that have been performed using the vehicle, or that have been scheduled with the vehicle in the future. (See subsequent requirements related to run data for more details).	**Y/C/N**

Response:		
TR.5 Trips		**Resp.**
Trip Data Records		
TR.5.1	System supports creating, editing, and deleting of trip records.	**Y/C/N**
Response:		
General Trip Data		
TR.5.2	System supports editing general information about trips that have been entered in the system, such as customer, origin, scheduled pickup time, actual pickup time, destination, scheduled drop off time, actual drop off time, trip purpose, outcome, funding source, and fare paid or donation provided.	**Y/C/N**
Response:		
Trip Timestamp Data		
TR.5.3	System supports entry or capture of timestamps associated with milestone events for a trip (e.g., when pickup was planned vs. when pickup actually occurred).	**Y/C/N**
Response:		
Trip Outcomes		
TR.5.4	System supports entry or editing of trip outcomes, including canceled, denial, refusal, turndown, no show, and completed.	**Y/C/N**

Response:		
Trips with Individual Customers		
TR.5.5	System supports scheduling of trips involving individual customers. System supports tracking information about a caregiver or companions who may accompany an individual customer.	**Y/C/N**
Response:		
Trips with Multiple Customers		
TR.5.6	System supports scheduling of trips involving multiple customers traveling from the same origin to the same destination.	**Y/C/N**
Response:		
Subscription Trip Templates		
TR.5.7	System supports creating, editing, and deleting of subscription trip templates. These describe repeat trips that recur on a specified basis, such as every Monday at 11 am.	**Y/C/N**
Response:		
TR.6 Runs		**Resp.**
Run Data Records		
TR.6.1	System supports creating, editing, and deleting of run records.	**Y/C/N**

Response:		
General Run Data		
TR.6.2	System supports editing general information about runs that have been entered in the system, such as driver of run, vehicle used for run, odometer readings at beginning and end of run, start time and end time of run, and series of trips scheduled for the run.	**Y/C/N**
Response:		
Recurring Run Templates		
TR.6.3	System supports creating, editing, and deleting of recurring run templates. These describe runs that recur on a specified basis, such as every Monday and every Friday from 9 am to 5 pm.	**Y/C/N**
Response:		
TR.7 Scheduling and Dispatch		**Resp.**
Call-N-Ride Service		
TR.7.1	System supports specification and scheduling of “call-n-ride” or “dial-a-ride” type of service, as implied by many of the preceding requirements. In such service, vehicles can pick up and drop off passengers anywhere within a geographically defined service area. Correspondingly, the route and series of stops that the vehicle makes will often be very different from one day to the next, depending on the set of trips that need to be served and how those trips are allocated to different vehicles in the fleet.	**Y/C/N**
Response:		
Advanced Scheduling		

TR.7.2	System supports advanced scheduling of trips.	**Y/C/N**
Response:		
Same-day Scheduling		
TR.7.3	System supports scheduling of trips onto same day runs, including runs that may already be underway (assuming that the run has sufficient slack capacity to accommodate the trip).	**Y/C/N**
Response:		
Manual Trip Scheduling and Tracking		
TR.7.4	System allows staff to manually schedule trips, including entering new trip requests, adding a trip to a run, modifying the sequence of trip pickups and drop offs on a run, removing a trip from a run, and updating information about trip outcomes, such as whether the trip was completed and actual pickup and drop off times.	**Y/C/N**
Response:		
Manual Run Entry and Tracking		
TR.7.5	System allows staff to manually enter and update information about runs such as driver, vehicle, start and end times, trips served, and beginning and ending odometer reading.	**Y/C/N**
Response:		
Manual Scheduling Aids		
TR.7.6	System provides tools to help schedulers determine feasible and efficient trip and run schedules. Possible examples include	**Y/C/N**

	keeping track of vehicle occupancy (and making sure falls within capacity) or highlighting cases in which the estimated time of arrival is much later than the scheduled arrival time. Please describe manual scheduling aids provided by your system.	
Response:		
Automatic Instantiation of Subscription Trips		
TR.7.7	System can generate new subscription trips automatically for the specified days and times associated with subscription trip templates.	**Y/C/N**
Response:		
Automatic Instantiation of Recurring Runs		
TR.7.8	System can generate new recurring runs automatically for the specified days and times associated with recurring run templates.	**Y/C/N**
Response:		
Default Scheduling for Subscription Trips and Recurring Runs		
TR.7.9	System allows staff to indicate that a subscription trip should be added to a recurring run by default; schedulers can subsequently alter this assignment if needed.	**Y/C/N**
Response:		
Schedule Optimization Algorithms		
TR.7.10	System provides algorithms that can assign trips to runs and sequence trips within runs in order to build feasible and efficient schedules.	**Y/C/N**

Response:		
Optimize Entire Schedule		
TR.7.11	Making use of the scheduling algorithms, the system can build an entire day's schedule - assigning and sequencing all trips and runs - from scratch.	**Y/C/N**
Response:		
Optimize Changes to Schedule		
TR.7.12	Making use of the scheduling algorithms, the system can optimize partial changes to an existing schedule. Examples include finding a run on which to place a new trip request, or canceling one run and rescheduling as many trips from that run as possible onto other runs. Please describe the options that are possible with your system to make partial changes to a schedule via optimization algorithms.	**Y/C/N**
Response:		
Scheduling Parameters		
TR.7.13	System allows agencies to set up scheduling parameters that can be used by the scheduling algorithms to ensure that resulting schedules are feasible for the Transit Agency to implement. Examples of scheduling parameters might include minimum arrival time buffer to help ensure on time performance even when the vehicle experiences minor delays, rules regarding required break times (e.g. lunch break) for drivers in the middle of a run, or indicating that two particular customers should not be scheduled on the same run if possible. Please describe the parameters that your system makes available for agencies to tailor the results of the schedule building optimization algorithms.	**Y/C/N**
Response:		

Scheduling API		
TR.7.14	System provides an API that allows 3rd party applications to connect to the system, issue a request for scheduling a trip, and receive confirmation that the trip has been scheduled (or alternatively a notice that the trip could not be scheduled, and why).	**Y/C/N**
Response:		

Validation of Trips		
TR.7.15	System includes functionality to validate trip records at the end of the day to reconcile between trips originally scheduled and trips actually delivered. Please describe the data that is updated as well as the manual and automated portions of the validation process.	**Y/C/N**
Response:		

TR.8	**Customer Communications**	**Resp.**
SMS Customer Messages		
TR.8.1	System can provide trip reminder and update messages to customers via SMS texts.	**Y/C/N**
Response:		
IVR Customer Messages		
TR.8.2	System can provide trip reminder and update messages to customers via IVR.	**Y/C/N**
Response:		

TR.9	CAD/AVL and Driver App	Resp.
Driver App		
TR.9.1	In support of computer aided dispatch (CAD), automated vehicle location (AVL), and communications between dispatchers and drivers, the system includes a driver app that can be installed and operated on an in-vehicle device. Note that the purchase and installation of in-vehicle devices and cellular data plans for running the driver app are categorized as optional items (given that Transit Agencies may choose to purchase these directly from wireless providers) and discussed separately in the Optional Capabilities Matrix presented later in this document.	**Y/C/N**
Response:		
Driver App: Pre-run Vehicle Inspections		
TR.9.2	The driver app can be configured to lead the driver through a pre-run vehicle inspection. Each Transit Agency can configure the information and checks that should be included in this inspection.	**Y/C/N**
Response:		
Driver App: Stepping through the Manifest		
TR.9.3	The driver app leads the driver through the series of steps - traveling from one location to another, picking up a passenger, dropping off a passenger, etc. - necessary to complete the run's manifest. If the manifest changes during the run, the updates to the manifest will be automatically transmitted to the driver app.	**Y/C/N**
Response:		
Driver App: Updating Trip Outcomes		
TR.9.4	The driver app prompts the user to specify the outcome of each trip, such as trip completed or no-show.	**Y/C/N**

Response:		
Driver App: Turn-By-Turn Instructions		
TR.9.5	The driver app can provide turn-by-turn directions for each leg of the run, or alternatively can deep-link into an alternate navigation program that has been installed on the device with the directions for the next leg of the journey already loaded.	**Y/C/N**
Response:		
Driver App: ETA Updates		
TR.9.6	The driver app can provide updated ETA for upcoming stops based on current vehicle location and real-time traffic information.	**Y/C/N**
Response:		
Driver App: Transmit Information to CAD		
TR.9.7	The driver app sends a stream of data to the CAD system including updates to current vehicle location and status.	**Y/C/N**
Response:		
Driver App: Store and Forward		
TR.9.8	In the event that communications become unavailable (e.g., the vehicle passes through an area with poor cellular coverage), the driver app stores the information and then forwards all stored data once communications are re-established.	**Y/C/N**

Response:		
Driver App: Text/Chat		
TR.9.9	The driver app provides functionality that allows a driver to send textual messages to the dispatcher.	**Y/C/N**
Response:		
Driver App: Emergency Alert		
TR.9.10	The driver app allows a driver to transmit an emergency alert to the dispatcher.	**Y/C/N**
Response:		
CAD Display: Service Area Map		
TR.9.11	The CAD module includes an electronic map of the service area that allows for mapping and display of vehicle and stop locations. The map is kept up to date (e.g., updated to include new roads as they are built, etc.) over the life of the project.	**Y/C/N**
Response:		
CAD Display: Vehicle Display		
TR.9.12	The CAD module can show current vehicle locations and status indicators. The user can determine which vehicles should be shown.	**Y/C/N**

Response:		
CAD Display: Prior Vehicle Paths		
TR.9.13	The CAD module can track and show the prior path that a vehicle has followed on the current run. The user can determine whether and which prior vehicle paths should be shown.	**Y/C/N**
Response:		
CAD Display: Upcoming Stops and ETA		
TR.9.14	The CAD module can shows upcoming stops and ETAs for a vehicle run. The user can determine whether and which upcoming stops and ETAs should be shown.	**Y/C/N**
Response:		
TR.10 Fare Sources, Fare Structure, Billing, and Payment		**Resp.**
Configure Funding Sources		
TR.10.1	System supports configuration of funding sources that may be applied for different customers or trips.	**Y/C/N**
Response:		
Configure Fare/Donation Structure		
TR.10.2	System supports configurable fare structure or donation amounts that may be applied to different services or trips. Examples include flat fare, mileage-based fare, zone-based fare, and flat suggested donation. Please describe options for setting up fare or donation amounts in your system.	**Y/C/N**

Response:		
Billing Function		
TR.10.3	System has the ability to generate reports or invoices based on services delivered, cost of trips, and fares collected. Describe the billing functions that are part of the core system. For systems with multiple funding sources or Contractors, describe the ability of the core system to generate invoices or reports for different fund sources or Contractors.	**Y/C/N**
Response:		
Electronic Fare Payment		
TR.10.4	System supports one or more forms of electronic payment, such as a mobile payment app or prepaid fare cards that can be scanned and debited by driver. Please describe all options supported by the system.	**Y/C/N**
Response:		
TR.11. Reporting		**Resp.**
Manifest		
TR.11.1	System can export a hard copy manifest to give to a driver.	**Y/C/N**
Response:		
Management Reports		
TR.11.2	System can generate additional reports to assist the Transit Agency in effectively managing and improving service. Reporting capabilities should include the following:	**Y/C/N**

	• Fare revenue • Vehicle revenue miles • Vehicle revenue hours of service • Passenger boardings • Sponsored passenger boardings • Organization/contract paid fares • Flex/fixed route data for all of the above • Medicaid trips • Medicaid fares • No shows • Trip purpose • Customer information • Fuel information (dates, gallons, cost) • Passenger demographic information • Vehicle PM reminders • Vehicle maintenance records • Driver hours/timesheets • Client trip detail • Billing • Average trip distance • Average trip duration • New clients this month • Client balance • Client balance transaction history • Average vehicle speed • Driver performance • On time performance Please enumerate the reports available in your system and describe how they meet the above reporting requirements	

Response:

Ad Hoc Queries

TR.11.3	System allows agencies to define and execute ad hoc queries of data stored in the system and then export results to csv or Excel files. Please describe the mechanisms through which agencies can specify ad hoc queries to execute.	**Y/C/N**
Response:		

Additional System Requirements

TR.12	**Data Ownership**	**Resp.**
Purchasing Transit Agency Data Ownership		
TR.12.1	Purchasing Transit Agency shall own all data stored in the system.	**Y/C/N**
Response:		
Final Data Export		
TR.12.2	At the end of the contract, the Contractor shall assist the purchasing Transit Agency by creating an export of all system data that can then be migrated into a different system.	**Y/C/N**
Response:		

TR.13	**Hosting, Backup, and Security**	**Resp.**
Web Hosted		
TR.13.1	The system shall be web hosted. Please describe whether the system is hosted at the Contractor's own facility or via a 3rd party service such as AWS or Azure.	**Y/C/N**

Response:		
Fully Backed Up		
TR.13.2	The hosting arrangement will include a continuously updated backup of the database to allow for full restoration in the case of system failure. Please describe your procedures for system backup.	**Y/C/N**
Response:		
HIPAA Compliant		
TR.13.3	The system shall be HIPAA compliant. Please indicate the date of your most recent audit to demonstrate compliance and indicate if you have signed any Business Associate agreements.	**Y/C/N**
Response:		

Form B.4
Optional Capabilities Matrix (OCM) for Advanced Transit Scheduling System

Request for Qualification Number R207-20

Bidders proposing on the **Advanced** Transit Scheduling System are instructed to complete the Optional Capabilities Matrix (OCM) as part of their technical proposal submittal. This matrix includes functionality that is not required for the advanced software solution but may nonetheless be of interest to some agencies as potential system upgrades. Bidders are required to indicate whether their system provides each capability described in the OCM and, if so, whether or not it entails additional cost. For any optional capabilities that are available at additional cost, Bidders should indicate corresponding cost information in Form B.7. Note that information provided by Bidders within the OCM, as well as in Form B.7, is not scored as part of the solicitation. Rather, for any Bidder that is prequalified based on this solicitation, information provided within the OCM and Form B.7 will be made available to transit agencies to help them formulate near- and longer-term technology acquisition plans.

How to complete the OCM:

OCM Column Description	Bidder Responsibility
OC #	The unique identifier for the described optional capability as assigned by NDOT. This column is dictated by this RFQ and must not be modified by the Bidder.
Capability description	The description of the optional capability to which the Bidder must respond. This column is dictated by the RFQ and must not be modified by the Bidder.
Resp. (Response code)	Each of the capabilities listed within the OCM requires a response of F, C, or N, defined as follows: **F** This capability is available at no additional cost (i.e., free). **C** This capability is available, or can be made available with some customization, but entails additional cost. **N** The software does not or cannot meet the requirement.
Response	Provide a short description for each capability that is available in the system as well as an explanation of any modifications that may be required in order to support the capability. In cases where the capability description has posed specific questions to the Bidder, please be sure that your responses address the questions asked.

Optional Capabilities Matrix (OCM) *Attach additional pages as needed.*

OC #	Capability Description	
HIPAA Compliant		**Resp.**
Flex Route Scheduling		
OC.1	In addition to call-n-ride service, some agencies in Nebraska also operate “flex route” or “deviated fixed route” type of service. In this type of service, vehicles travel from an origin to a destination by following a defined route that includes a series of timed checkpoints points (e.g., the vehicle will pass by a particular intersection at along the route at 11:15). Between the checkpoints, however, the vehicle can divert from the main route to pick up or drop off passengers who have scheduled their trips in advance or made direct arrangements with the driver. Please indicate whether your system supports scheduling of flex route services and, if so, describe key features of this functionality, including how customers interact with dispatchers or drivers to request deviations for pickup or drop-off.	**F/C/N**
Response:		
Support for Trip Coordination or Brokerage		
OC.2	Please discuss functionality or APIs available in your system to support trip coordination or brokerage among service providers. This may include, for example, functions that allow a scheduler to request assistance on serving hard-to-schedule trips or entire vehicle runs from another provider (e.g. a taxi or a human service provider) and to enter information on trips provided that is received from other providers. Please indicate whether coordination or brokerage functionality is only available for interactions between providers that also use your system, or whether your system can interact (e.g., via API) with other systems from different software providers in support of coordination or brokerage.	**F/C/N**
Response:		
Customer App		
OC.3	Please indicate whether your system includes a customer app - either web-based or native - that provides customers with functionality such as booking or canceling a trip or checking on the ETA for an upcoming trip. Also indicate whether the app has been designed to be accessible for customers with visual impairments, and describe the accessibility standards you have followed and any accessibility audits that you have conducted.	**F/C/N**

Response:		
In-Vehicle Devices and Cellular Data Plans		
OC.4	Some Transit Agencies may choose to purchase in-vehicle devices and cellular data service plans from wireless carriers. Others may prefer to purchase these items from a prequalified Contractor as an element of the scheduling system contract. Please indicate whether you can include in-vehicle devices (both initial purchase and ongoing warranty over the life of the contract) and data plans as part of your offering. Please also indicate if you have any preferred or required brands, models, operating systems, or minimum specifications for in-vehicle devices to perform well with your CAD/AVL system and driver app.	**F/C/N**
Response:		
In-Vehicle Device Installation		
OC.5	Independent of whether a Transit Agency purchases in-vehicle devices from a wireless carrier or from a prequalified Contractor, the Transit Agency may also require services to securely mount the devices within the vehicles. Please indicate whether you are able to offer such services. If so, describe the type of mounting hardware that you would include and whether there are any constraints with respect to the size of the device to be mounted (e.g. a smaller tablet vs. a larger tablet).	**F/C/N**
Response:		
FTA-Required Reports		
OC.6	Indicate if your system can output FTA-required reports such as National Transit Database (NTD) report.	**F/C/N**
Response:		

GTFS Flex Data Generation		
OC.7	Please indicate if or when your system will be able to generate GTFS Flex data to describe call-n-ride and flex route services so that they can be included in trip planning tools.	**F/C/N**
Response:		

Form B.5
Cost Proposal Summary

Request for Qualification Number R207-20

To complete the cost proposal summary, please indicate summary costs for different items and different years in the table, noting that values should only be entered in white cells. Additionally, please indicate total costs by category (across years) and by year (across categories).The summary costs entered in table are to be based on detailed cost worksheets in Form B.6. As discussed in Form B.6, elements of these cost categories may be based upon the characteristics of the representative medium-sized transit agency described at the beginning of Form B.

The payment schedule for a selected system deployment is tied to fixed lump sum payments for the completion and acceptance of related deliverables corresponding to cells in the table below. No invoice will be approved unless the associated deliverables have been approved.

Cost Proposal Summary

Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design							
Initial System Implementation and Training							
Annual System Maintenance and Support							
Total							

Initial System Planning and Design: All of the system planning and design costs will occur at the beginning of the project (Startup column), in advance of system implementation and training. Please enter the cost for system planning and design work as determined in the detailed table in Form B.6.

Initial System Implementation and Training: All of the system implementation costs will occur at the beginning of the project (Startup column) following the planning and design activities. Please enter the cost for system implementation work as determined in the detailed table in Form B.6.

Annual System Maintenance and Support: This category includes annual licensing, hosting, maintenance, and support costs for software elements along with annual warranty costs for any applicable hardware elements. Please enter the cost value for each period as determined in the detailed annual tables in Form B.6.

Form B.6
Cost Proposal Details

Request for Qualification Number R207-20

In the tables in this form, please enter the costs associated with different phases of the project. The tables have been set up to facilitate computation of all costs for the representative medium sized scheduling transit agency profile described at the beginning of this attachment in order to score the cost proposal.

Additionally, the cost tables have been structured such that the price that any particular transit agency would pay under an actual contract based on this solicitation would be based in part on certain size-related attributes of the transit agency. For example, the licensing cost that a Contractor charges for the driver app component of a CAD/AVL system might increase with the number of vehicles operated by the transit agency.

To facilitate this flexibility, the cost tables for the different phases of the project - initial system planning and design, system implementation and training, and ongoing system operations and support - include a base (or fixed) cost element, a variable cost element that can scale with the number of schedulers and dispatchers that use the system at the same time, a variable cost element that can scale with the number of vehicles operated by the transit agency, and a variable cost element that can scale with the number of trips served by the transit agency each year. Bidders can use any combination of these cost elements to structure their pricing. However, they should be sure that *all* of their costs have been rolled into the pricing structure, and they must be willing to use the pricing formula to establish the pricing for any subsequent contract with a transit agency that is established based on prequalification under this solicitation.

To fill in the cost tables:

- Fill in the base (or fixed) cost component, if any, that is unrelated to the size of the transit agency;
- Fill in any additional cost based on maximum number of simultaneous users (expressed as a per-user cost);
- Fill in any additional cost based on number of vehicles (expressed as a per-vehicle cost);
- Fill in any additional cost based on number of calls (expressed as cost per 10,000 calls);
- Compute the extended unit cost for users, if any, by multiplying your additional per-user cost by the maximum number of simultaneous users assumed for the representative medium-sized transit agency (i.e., 3 users);
- Compute the extended unit cost for vehicles, if any, by multiplying your additional per-vehicle cost by the number of vehicles assumed for the representative medium-sized transit agency (i.e., 10 vehicles);
- Compute the extended unit cost for trips served, if any, by multiplying your additional per-10,000-trips-served cost by the number of trips assumed for the representative medium-sized transit agency (i.e. 25,000 trips, or 2.5 units of 10,000 trips); and
- Add together the base cost, the extended cost for number of users, the extended cost for number of vehicles, and the extended cost for number of trips to arrive at the total cost for the phase.
- In the section of the table that falls below the “Line item costs” line, please provide information that shows how the base cost component, the per-user cost component, the per-vehicle cost component, and the per-10,000-calls cost component are constructed. For each of the line items below the Total line, enter any fixed or variable costs associated with the line item. For any costs that do not fit within the enumerated line items, you may create additional line items at the end. The sums of the different types of costs across the line items should then total to the corresponding type of cost shown in the table above. For example, the sum of the base costs for all of the line items should be equal to the base cost component in the top of the table.

Initial System Planning and Design Costs

Costs for this phase should include labor, travel, and any other costs associated with development of the System Deployment Document, the System Acceptance Plan, and the System Maintenance and Support Plan.

System Planning and Design Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Deployment Plan					
Acceptance Test Plan					
Maintenance and Support Plan					
Other Costs (Describe)					

Initial System Implementation Costs

Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, , purchase and installation of devices for reading fare media if applicable, system documentation, initial and follow-up onsite training, and completion of acceptance testing.

System Implementation Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
System Deployment, Integration					
Purchase/Install of AVL Equip.					
Purchase/Install Fare Media Equip.					
System Documentation					
Initial and Follow-on Onsite Training					

Acceptance Testing					
Other Costs (Describe)					

Annual System Maintenance and Support Costs

Costs for this recurring annual phase should include labor, license fees, equipment, travel, hosting, web services, and any other costs associated with licensing for all system components; hosting and web services for all system components; ongoing maintenance, support, and training; equipment warranty if applicable; and fare payment media if applicable. Separate tables are provided for subsequent years of the contract, up to a maximum of five (5) years.

Year 1 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Licensing					
Hosting and Web Services					
Maintenance, Support, Training					
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Year 2 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Licensing					
Hosting and Web Services					

Maintenance, Support, Training					
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Year 3 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Licensing					
Hosting and Web Services					
Maintenance, Support, Training					
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Year 4 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Licensing					
Hosting and Web Services					
Maintenance, Support, Training					
Equipment Warranty					
Fare Payment Media					

Other Costs (Describe)					

Year 5 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	10	2.5	
Base or Per-Unit Cost					
Base or Extended Cost					
Line Item Component Costs					
Licensing					
Hosting and Web Services					
Maintenance, Support, Training					
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Form B.7
Optional Capabilities Cost Details

Request for Qualification Number R207-20

The tables in this form allow Bidders to specify cost details for any of the optional capabilities that may be available with their advanced system offerings. Because these costs are not scored, Bidders need not compute how the cost would apply to the representative medium-sized transit agency described at the beginning of Attachment B. Rather, the tables require that Bidders indicate both base (fixed) and variable (by user, by vehicle, or by calls handled) costs associated with each of the optional capabilities. These may include startup costs as well as annual costs.

For any optional capability that is not available with the system, values in the corresponding table should be filled in with "N/A". For capabilities that are available, and are included with the advanced system at no extra charge, cells in the table should be filled in with "0" (indicating free). Finally, for capabilities that are available but only at some additional cost, cells in the table should be filled in with the corresponding startup and annual fixed and variable costs, as applicable.

While the cost information provided in these tables will not be scored, it will be used as a basis for determining prices for any transit agency that chooses to purchase one or more optional capabilities along with the advanced scheduling system.

Flex Route Scheduling Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup cost				
Year 1 cost				
Year 2 cost				
Year 3 cost				
Year 4 cost				
Year 5 cost				

Trip Coordination/Brokerage Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup cost				
Year 1 cost				
Year 2 cost				
Year 3 cost				
Year 4 cost				

Year 5 cost				

Customer App Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup cost				
Year 1 cost				
Year 2 cost				
Year 3 cost				
Year 4 cost				
Year 5 cost				

In-Vehicle Devices and Cellular Data Plans (Vendor Provided)

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost				
Year 1 Cost				
Year 2 Cost				
Year 3 Cost				
Year 4 Cost				
Year 5 Cost				

In-Vehicle Device Installation

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost				
Year 1 Cost				
Year 2 Cost				
Year 3 Cost				
Year 4 Cost				
Year 5 Cost				

FTA-Required Reporting Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup cost				
Year 1 cost				
Year 2 cost				
Year 3 cost				
Year 4 cost				
Year 5 cost				

GTFS Flex Data Generation Costs

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup cost				
Year 1 cost				
Year 2 cost				
Year 3 cost				
Year 4 cost				
Year 5 cost				

Form B.8
Fixed Hourly Rates

Request for Qualification Number R207-20

Some transit agencies may require additional services not described in the scope of work. Please provide time and material rate categories, and corresponding all-inclusive hourly rates, for all job categories that might be involved in add-on work. These rates shall remain fixed for the life of the contract, including any optional renewal periods.

Job Title	All Inclusive Hourly Rate
Example: *Project Manager*	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour
	$ per hour

Addendums

NEBRASKA
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DEPARTMENT OF TRANSPORTATION

ADDENDUM ONE

Date: January 15, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Notice for Request for Qualification Number RFQ R207-20
Transit Scheduling Services & Software

The Mandatory Pre-Proposal Conference is hereby amended as follows:

Mandatory RFQ Preproposal Conference

Thu, Jan 23, 2020 10:00 AM (CST)

Physical Location

NE Department of Transportation
Operations Division – Conference Room 110
5001 S. 14th Street
Lincoln, NE 68512

Or

Teleconference

Please join meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/678582421

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States (Toll Free): 1 866 899 4679
- One-touch: tel:+18668994679,,678582421#

United States: +1 (571) 317-3116
- One-touch: tel:+15713173116,,678582421#

Access Code: 678-582-421

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
https://global.gotomeeting.com/install/678582421

Advisement
Proposals will ONLY be accepted from those Contractors/Vendors who participate in this mandatory conference meeting.

This addendum will become part of the proposal and should be acknowledged with the Request for Qualification.

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ADDENDUM TWO

Date: January 30, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Schedule of Events Revision for Request for Qualification Number RFP R207-20
Transit Scheduling System Software & Services

SCHEDULE OF EVENTS

The schedule below is hereby amended as follows:

ACTIVITY		DATE/TIME
1.	Release Solicitation	January 13, 2020
1.	Mandatory Pre-Proposal Conference Location: NE Department of Transportation Operations Division – Conference Rm 110 5001 S. 14th Street Lincoln, NE 68512 **Advisement** *Proposals will ONLY be accepted from those Contractors/Vendors which attend this mandatory conference meeting.*	January 23, 2020 10:00 AM Central Time
2.	Last day to submit written questions after Pre-Proposal Conference	January 28, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	~~January 31, 2020~~ **February 6, 2020**
4.	Proposal Opening Location: NE Department of Transportation 5001 S. 14th Street Lincoln, NE 68512	~~February 12, 2020~~ **February 19, 2020** 3:00 PM Central Time
5.	Review for conformance to solicitation requirements	~~February 12-13, 2020~~ **February 19-20, 2020**
6.	Evaluation period	~~February 14-21, 2020~~ **February 21-28, 2020**
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of prequalified Contractors" to Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

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ADDENDUM THREE

Date: February 6, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Schedule of Events Revision for Request for Qualification Number RFP R207-20
Transit Scheduling System Software & Services

SCHEDULE OF EVENTS

The schedule below is hereby amended as follows:

	ACTIVITY	DATE/TIME
1.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	~~January 31, 2020~~ ~~February 6, 2020~~ **February 7, 2020**
2.	Proposal Opening Location: NE Department of Transportation 5001 S. 14th Street Lincoln, NE 68512	~~February 12, 2020~~ **February 19, 2020** 3:00 PM Central Time
3.	Review for conformance to solicitation requirements	~~February 12-13, 2020~~ **February 19-20, 2020**
4.	Evaluation period	~~February 14-21, 2020~~ **February 21-28, 2020**
5.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
6.	Post "Notification of prequalified Contractors" to Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

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DEPARTMENT OF TRANSPORTATION

ADDENDUM FOUR

Date: February 7, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Questions and Answers for Request for Qualification Number RFP R207-20, Transit Scheduling System to be opened February 19, 2020 at 3:00 p.m..

Following are the questions submitted and answers provided for the above mentioned Request for Qualification. The questions and answers are to be considered as part of the RFQ.

Questions	Answers
1. Are vendors allowed to include additional materials outside of the matrices and attachments?	Yes; however, all requirements listed in the RFQ must be submitted in order to be considered.
2. In reference to Section II. Terms and Conditions, does NDOT prefer that the vendors service agreement be included in the technical proposal document or be submitted separately through means of an electronic file on a flash drive or printed separately from the technical proposal?	NDOT does not have a preference. Vendors shall make sure all items submitted are labeled clearly and appropriately.
3. Understanding that any direct communication with a member of the evaluation committee is strictly prohibited, is it safe to assume that any transit agency (aside from any transit agency a vendor is actively contracted with) involved in this project is not to be communicated with until the qualified vendors have been selected?	Any communication between potential Vendors and Transit Agencies shall NOT include any items related to this RFQ. Breach of this requirement could eliminate a Vendor from being considered qualified.
4. In reference to Attachment A, Section TR.4.5 Vehicle Maintenance Data. Will NDOT please confirm if the vehicle maintenance module is a requirement for basic, advanced or both and should be itemized in the cost proposal?	The referenced functionality on tracking preventative maintenance for vehicles is a requirement for both the basic and the advanced systems. If a Vendor claims to meet this requirement, and if meeting the requirement involves a separately priced module, then the cost of that module should be included in the Vendor's pricing proposal. If the Vendor is selected for prequalification, and if a particular Transit Agency would prefer to purchase the Vendor's system without the maintenance module for lower cost, then the Transit Agency and Vendor can find a resolution for a

	reduced price based on subtracting out the itemized cost of the maintenance module as specified within the cost proposal.
5. Does NDOT have any specific state reporting requirements, other than FTA reporting, that transit agencies across the state are required to submit? If so, can samples please be provided?	No. There are no reporting requirements other than those listed in the technical requirements matrix for the basic system in Attachment A (TR.9.1, TR.9.2, TR.9.3) and for the advanced system in Attachment B (TR.11.1, TR.11.2, and TR.11.3).
6. Is it NDOT's desire to have the in-vehicle hardware (CAD/AVL, mounts, protective cases, etc) purchased by the vendor on behalf of the transit systems? Or is it desired that the transit systems shall purchase the in-vehicle hardware from their cellular provider of choice? a.) If it is desired for the vendor to purchase the required hardware, may the vendor "overestimate" the cost of hardware and adjust the price according to current hardware pricing with selected cellular providers as long as it does not exceed the cost quoted on the cost proposal? b.) If it is desired for the vendor to purchase the required hardware, it is also desired that vendor includes pricing and purchases the cellular data fees/plan, rather than the transit agency contracting with their local cellular provider. In general, the cost for a vendor to include and pay for cellular fees is substantially higher than a transit agency contracting with their local cellular provider.	In response to this and several other questions received during the Q&A period, NDOT has updated its requirements with respect CAD/AVL functionality such that in-vehicle devices (both hardware and installation) and cellular data plans are now optional rather than required. For the Basic system, the prior optional capability involving CAD/AVL and driver app functionality has now been divided into three items: 1. The base CAD/AVL system software, including driver app; 2. In-vehicle devices and cellular data plans; and 3. Mounting hardware and installation of in-vehicle devices. For the Advanced system, the CAD/AVL system software, including driver app, remain a part of the core technical requirements, but it is no longer required that a Vendor will provide devices and data plans. Instead, there are now two additional optional capabilities related to devices and data plans: 1. In-vehicle devices and cellular data plans; and 2. Mounting hardware and installation of in-vehicle devices. NDOT anticipates that some Transit Agencies may still wish to purchase devices and data plans from selected Vendors, rather than from wireless providers, to simplify the overall procurement process. Bidders who wish to be considered in such circumstances are therefore encouraged to indicate their willingness to provide devices and data plans when requested and specify their prices for doing so.
7. Has NDOT predetermined a certain amount of funds be available to each transit system based on their scope and size? (Example: 1-10 vehicle transit agency has been allocated $10K for the project. 10-20 vehicle transit agency has been allocated $25K for the project, etc).	No.
8. Is it the understanding of NDOT that available funding/match, includes the cost	Yes; the funding match applies to all of these elements.

of software, hardware, implementation as well as ongoing maintenance and support?	
9. How many copies of the proposal are required?	One (1).
10. If we submit proposal for both basic and advanced systems, can we ship them in the same Fedex box?	Proposals can be included in the same box; however, each proposal shall be separate within and clearly marked.
11. On page 12 of the main document, you have mentioned that 'Registration with the Secretary of State' is required. Is this a requirement for submission of the proposal?	Registration with the Secretary of State is not required for submission of the proposal, but is required before any Vendor can be considered pre-qualified.
12. Would the state qualify only one vendor for the advanced system and one vendor for the basic system?	No. It is the desire of the NDOT to qualify multiple vendors who meet all the requirements listed within the RFQ.
13. Once a vendor is qualified, how long is the qualification valid?	Five (5) years.
14. Few vendors use off the shelf hardware/Tablets. Would the transit procure such hardware as it would work out less expensive for them?	See response to Question #6.
15. Can we get the proposal is MS Word format?	RFQ R207-20 Transit Scheduling System, Attachment A and Attachment B have been revised. Revised versions of proposal documents will be posted to the website and available for download in MS Word format. <u>No edits shall be made to the State's original wording and requirements within these posted documents.</u>
16. Please provide the list of Eligible Transit Agencies, including the number of vehicles for each agency. If possible, please also specify whether or not each of these agencies is currently using any existing scheduling software and provide the name of the existing software if available.	See attached **Exhibit A** showing a list of Nebraska transit agencies, including the number vehicles. Statewide data is not tracked by agency for existing software use. The NDOT existing software contract is with RouteMatch, which is currently used at: Ryde, CRANE, Tri-City Roadrunner, StarTran, and Valley County Health.
17. What is the Business Objectives of Transit Agencies for the incorporation of new technology?	Specific 'Business Objectives' for Transit Agencies are not required by NDOT. However, awarded Contractors are welcome to work with the Transit Agencies and the NDOT Mobility Management team to discuss 'Business Objectives' and be consistent with the NDOT Transit Vision, which is to support technology implementation for NE transit agencies, identify needs, and assist transit agencies with future technology plans.
18. What is Current daily Ridership for each site?	Average Daily Ridership is not collected at the state level. See attached **Exhibit A** showing the 2019 annual ridership for NE Transit Agencies.

19. Hardware prices quoted in year 1 vs year 3 (prices may fluctuate)?	Bidders should provide hardware pricing that they can commit to meeting over this entire timeframe. Also, see response to Question #6.
20. Cellular Air Time: Can the vendor specify in the pricing sheet two modes: one where Vendor pays and bills the agency, and the other where the Agency pays directly utilizing their own agreements.	See response to Question #6.
21. Should the evaluation process include scoring the ability to propose how the vendor has met the business objectives of state wide deployments in the past…	Vendors may include this discussion in the context of prior project descriptions as part of the Corporate Overview Matrix under item CO.8, Summary of Bidder's Corporate Experience.
22. Question to Ask: Who is Fiscally Responsible? CEO/CFO	Whomever within the Vendor's company that has the legal authority to sign into agreements/contracts. If the intent of this question is 'who in a Vendor's organization is legally bound,' that is not a decision for the NDOT or State to determine; this is a business decision determined internally by each Vendor and their organization. Additionally, please review the language in Section II. under Terms and Conditions, first paragraph, "By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal."
23. Can the resumes be provided separately and not embedded in the questionnaire?	Yes.
24. Training (PR 3.2): To be clear NDOT is expecting the vendor to price two on-site trainings for one site only including travel, per-diem and admin costs?	Believe there should be a slight correction to the question – Training (PR 2.3) Yes, that is correct.
25. Avl warranty: Pr 3.2 Can an agency buy their own Tablets?	See response to Question #6.
26. TR2.1 It is usually not useful for users to delete customer records without admin supervision. Since a lot of the rides have federal funding and may need to be preserved for audit purposes. Would NDOT be open to other ways to mark a customer as deleted – instead of deleting the records (customer info, trips booked, trips taken, payments made etc.)?	Yes. Customer records may be marked in some manner as no longer being active, but preserved for future audit purposes and database integrity.
27. TR3.1 It is usually not useful for users to delete driver records without admin supervision. Since a lot of the rides have federal funding and may need to be preserved for audit purposes. Would NDOT be open to other ways to mark a driver as deleted – instead of deleting the records	Yes. Driver records may be marked in some manner as no longer being active, but preserved for future audit purposes and database integrity.

(driver info, trips booked, trips taken, payments made etc.)?	
28. TR4.1 It is usually not useful for users to delete vehicle records without admin supervision. Since a lot of the rides have federal funding and may need to be preserved for audit purposes. Would NDOT be open to other ways to mark a vehicle as deleted – instead of deleting the records (vehicle info, trips booked, trips taken, payments made etc.)?	Yes. Vehicle records may be marked in some manner as no longer being active, but preserved for future audit purposes and database integrity.
29. TR5.7 It is usually not useful for users to delete trip records without admin supervision. Since a lot of the rides have federal funding and may need to be preserved for audit purposes. Would NDOT be open to other ways to mark a trip as deleted – instead of deleting the records (trip info, trips booked, trips taken, payments made etc.)?	Yes. Trip records may be marked in some manner as no longer being active, but preserved for future audit purposes and database integrity.
30. TR7.1: Will the riders call in same day or at least 24 hrs in advance?	Many Transit Agencies in Nebraska would like the ability to perform same-day scheduling. See TR.7.3.
31. TR 7.7: How many days in advance will the system be required to auto-generate subscription trips?	There is no specific requirement on the number of days in advance that the system is required to auto-generate subscription trips. Please describe whether, and with how much lead time, your system auto-generates subscription trips.
32. TR7.14 Typically integrating with 3rd Party systems requires additional effort besides a published API. Will NDOT consider the vendor to provide a consulting rate with the actual hours being calculated after the integration partner has been identified and contacted?	Yes, please see the opportunity to provide fixed hourly rates at the end of the cost table information. This appears in Form A.8 for Attachment A, and in Form B.8 for Attachment B.
33. TR 11.3 Are there any state mandated HIPAA audit frequency that we have to abide by?	There are no State-mandated rules surrounding HIPAA audit frequency beyond federal guidelines. However, Vendors should be in position to sign a HIPAA Business Associate Agreement, if required.
34. C-Schedule of Events, Page 11, Please consider adding a second round of questions due one week after the first answers are due. Responses to questions invariably produce additional questions after posting and some of the most successful procurements we have participated in use this two step method.	The NDOT does not see a need for a second round of Q&A at this time; however, the State reserves the right to adjust the Schedule of Events, as necessary.
35. S-Reference and Credit Check, Page 15, What methodologies will the state employ	Please review the Corporate Overview sections in Attachments A and B, specifically under CO.2 Financial Statements. Also see the language under Section I.S

to ensure that firms are financially viable for the 5 year period in question?	REFERENCE AND CREDIT CHECKS.
36. VI.B. Current Environment, Page 38, Approximately how many agencies do you anticipate buying off of this RFQ in the coming years in the basic and advanced categories. While we don't need exact counts, it does impact the overall cost and ability to provide a competitive price	NDOT does not have a guaranteed number of Transit Agencies who will buy off this RFQ.
37. VI.E. Vendor Fair, Page 39, What will the required vendor fair locations be?	The Vendor technology fair is scheduled for June 25th in Kearney, NE.
38. VI.G. 1.a 7) Technical Requirements, Page 39, Please provide your definition of automated scheduling for evaluation purposes.	Automated scheduling refers to the ability of the system to assign trips onto runs, and sequence the trips within a run, through use of scheduling algorithms that meet the required pickup times or drop-off times for different trips and result in efficient use of available driver and vehicle resources. This may include automatically building an entire schedule for a day as well as making minor modifications to a day's schedule based on cancellations and/or incoming same-day trip requests.
39. VI.G. 1.a 8) Technical Requirements, Page 40, Please define the different fare technologies that you consider under this category	NDOT is open to different technologies that a Vendor would like to propose. Proposed technologies should ideally be low cost and easy to operate. NDOT is also interested in technologies that do not require use of a smart phone, if possible, although NDOT does require that the proposed technology be guaranteed to work for every client.
40. CO Overview Matrix, Page 3, Please provide this document in its native form for easy fill in capabilities. Vendors can recreate this document if needed but the native document will be easier to use. We recognize the state's concern about changing the table but this could also be done via a recreated table as well.	See response to Questions #15.
41. OC.8, Page 32, Please provide the last 3 months of management reports for each of the items listed in OC.8	Specific management reports are not required annually by NDOT for the NE Transit agencies. **Exhibit A** provides Transit Agency characteristics.
42. Form A.5, Page 34, Please provide the Excel copies of all forms in this section	See response to Questions #15.
43. Form B.5, Page 37, Please provide the Excel copy of all forms in this section	See response to Questions #15.
44. Can additional vendor price forms be used to supplement the state price forms	No. All pricing needs to be on the cost forms provided in the RFQ.
45. Please provide all 57 agency operating reports for the last 3 years	Specific operating reports are not required annually by NDOT for the NE Transit Agencies. **Exhibit A** provides Transit Agency characteristics.

46. When will the pre proposal meeting presentation be posted on the state website?	The presentation has been posted as part of the response this Q&A.
47. What is the maximum point potential for each evaluation category?	Evaluation Criteria will be posted by 2/12.
48. To allow enough time to assemble a thoughtful and comprehensive proposal, we respectfully request a 2-week extension of the submission deadline to 02/26/2020.	Addendum Three Revised Schedule of Events has posted.
49. Attachment B, Form B.4 (also applies to Attachment A, Form A.4), Page 34, Response Code for OCM: Would a capability that is available as an option be considered a “F” since the option has been priced in the form, or a “C” since nonetheless it is priced in addition to the core TRM requirements?	For the Advanced system, if the capability would be included at no additional cost to the pricing summarized in B.5, Cost Proposal Summary, and detailed in B.6, Cost Proposal Details, then the item should be marked as “F”. If making the capability available would instead require a Transit Agency to pay an extra cost as specified in B.7, Optional Capabilities Cost Details, then it should be marked as “C”. This same holds for the basic system with Attachment A.
50. Attachment B, Form B.3 (also applies to Attachment A, Form A.3), Page 12, Response Code for TRM: What is the correct response for cases where the system can meet the requirements with some customization, but at additional cost?	If a Vendor plans to implement the customization before any Transit Agency makes a purchase then the Vendor should mark the item as “C” AND incorporate the cost into system pricing in whatever manner the Vendor sees fit (e.g., perhaps through a higher license fee). If the Vendor does not wish to commit to implementing the customization, then the item should be marked as “N”.
51. Attachment B, Forms B.2 & B.3 (also applies to Attachment A, Forms A.2 & A.3), Pages 7 & 12, Regarding the PRM and TRM requirements responses that must be entered within the corresponding columns of the matrices, can supplementary material (i.e. software descriptions, screen captures, brochures, etc.) be included to support the matrix responses? What is the best method to include this information if it exceeds the size of the response boxes provided?	See response to Questions #15. These forms are now available in MS Word format to eliminate issues with the Vendor response sections.
52. Scope of Service, Procurement Procedure: C. Schedule of Events, Page 11, If there are extensive changes in scope or the response process as a result of the answers to questions (addendum) would NDOT please consider an extension to allow Proposers an opportunity to incorporate any new information and changes into their proposals before they are shipped.	Addendum Three Revised Schedule of Events has posted.
53. Scope of Service, VI. Project Description and Scope of Work, E. Vendor Fair, Page 39, If the annual Vendor Fair schedule is already known, please let Proposers know the approximate dates. If not, will qualified	The 2020 Vendor Fair date is set for June 25, 2020. Future dates are not known at this time; however, they will likely be scheduled with the annual State Transit Managers training.

vendors have any input towards the schedule of the fairs?	
54. Attachment B, Forms B.3: TR.9.1, Page 26, Will NDOT consider removing the hardware requirements (i.e. tablets) because most government agencies are eligible for GSA/FSS discounted cellular data plans and hardware when procured directly from a wireless carrier? If not, please confirm if NDOT or the individual Transit Agencies will be responsible for procuring data plans and hardware, or whether you require Proposers to provide this pricing in their proposals.	See response to Question #6.
55. Attachment B, Form B.2, PR.3.2; and Form B.6 Cost Proposal Details, Pages 10 & 37-42, Will NDOT consider removing the 5-year hardware warranty (on tablets) because typically, wireless carriers will warranty the tablets through the duration of the cellular contract with a government agency.	See response to Question #6.
56. Attachment B, Form B.2, PR.3.4; and Form B.6 Cost Proposal Details, Pages 11 & 39-42, Will NDOT consider annual training to be performed remotely to keep travel costs down if a Proposer already provides live and interactive monthly virtual training sessions that are offered at no additional cost? a) If not, will NDOT consider performing annual training in a group setting to keep travel costs down. b) If not, will NDOT consider performing annual training at the annual conference to keep travel costs down.	The RFQ states on-site training requirements should be included in Cost Proposals; at this time that is the desired manner. Vendors should respond how they will best meet this requirement and can also list alternative means for the NDOT to consider.
57. Scope of Work – VI. Project Description and Scope of Work, Pages 38-39, a) Section A. Project Overview: Is NDOT aware of any agencies that are currently awaiting the outcome of this RFQ in order to purchase/implement a system in 2020? b) Section D. Individual Agency Engagements: If an agency has an existing scheduling software and as a result of the RFQ that vendor is not on the qualified vendor list, is that agency able to renew their contract with that vendor when it	a) NDOT does not have a guaranteed number of Transit Agencies who will buy off this RFQ. b) If a Transit Agency has an existing software contract with a vendor who does not make the qualified Vendor list, the Transit Agency has the option to continue with that vendor and would still be eligible for non-operating funding. However, that agency is aware of the NDOT vision and would be encouraged to use the basic

comes due? Is their funding changed as a result?	and/or enhanced requirements of this RFQ process for future statewide technology goals.
58. Attachment B, Form B.3, TR9.1 (pg 26) TR14.2 (page 33), If Proposers are including the costs of tablet installations in their pricing it will be necessary to standardize on a few assumptions that might vary from agency to agency. Please confirm if proposers can base their pricing on the following assumptions, or provide alternates: a) Installations will take place at a single, central location for each agency b) Transit agencies will make vehicles available for installations during a 12-hour period that roughly follows an 8AM to 8 PM daily window, Monday-Saturday. Actual hours during which installations will occur will be negotiated between the installer and the agency, but additional costs may be incurred if it falls outside this window. c) For agencies with 6 or fewer vehicles it will be necessary for the installer to have access to all the vehicles within the course of 1 or 2 days at most in order to keep installation overhead costs low.	NDOT views these as acceptable assumptions. See response to Question #6.
59. May we submit our own matrix format as long as numbering and sequence remain the same as in the RFQ?	See response to Question #15.
60. In completing the TRM, may we provide screenshots or diagrams below each question to aid our response to individual requirements?	Yes; see response to Question #15.
61. FTA Section 5310 and Section 5311 funding does include Annual System Maintenance and Support Costs?	NDOT reimbursement of FTA 5310 and 5311 funding does include non-operating and operating costs.
62. References to CAD/AVL in the RFQ can be used in reference to agencies providing demand responsive services, flex route, and/or fixed route services, correct?	NDOT is interested in CAD/AVL capabilities in the context of demand responsive services and, for a small number of Transit Agencies, flex route services. CAD/AVL capabilities for fixed route services are not a requirement for this procurement.
63. Option A: Advanced Transit Scheduling Software: In reference to TR.1.4, is this requirement intended for agency users or individual rider's user accounts?	This requirement is intended for agency users. If a Vendor provides the optional capability of a customer app (OC.5), then this functionality would also be relevant for a rider's user accounts.
64. Option A: Advanced Transit Scheduling Software: In reference to TR3.6, is there a	At minimum, the data should be available long enough to provide annual reporting requirements. Vendors should

required date range for this data to be available?	describe whether there are any hard limits on the data range over which such data can be made available.
65. Option A: Advanced Transit Scheduling Software: In reference to TR.4.2, odometer reading editing must be available for agencies not using in-vehicle tablets/MDTs, correct?	Yes.
66. Option A: Advanced Transit Scheduling Software: In reference to TR.4.5, what preventative maintenance schedule types are to be supported?	The requirement describes the ability of a Transit Agency to configure different preventative maintenance schedules that can be associated with different vehicles or vehicle types in its fleet. Vendor should describe all types available as part of their proposed system.
67. Option A: Advanced Transit Scheduling Software: In reference to TR.5.2, is trip outcome simply the final status of a trip (e.g. performed, canceled, no-show, denial, etc.)?	Yes.
68. Option A: Advanced Transit Scheduling Software: In reference to TR.5.4, do agencies vary on their interpretation of refusals and turndowns?	Nebraska Transit Agencies are aware of the FTA definition of refusals and of turndowns. Some agencies may have a different perspective, which would be clarified during contract award with a specific agency.
69. Option A: Advanced Transit Scheduling Software: In reference to OC.2, is API documentation required in our response?	Vendors are encouraged to provide API information as an optional item, but it is not required. At minimum, Vendors that are able to offer this optional capability should indicate types or categories of functionality available via API.
70. Option A: Advanced Transit Scheduling Software: In reference to OC.3 & OC.4, can these requirements be met with a single module?	Yes. If a single module addresses both capabilities, then a Vendor should clearly describe the linkage and only enter the cost of the module one time (not redundantly) within Form A.7, Optional Capabilities Cost Details.
71. Option A: Advanced Transit Scheduling Software: In reference to OC.6, do agencies vary on their interpretation of what CAD is?	Yes, agencies will have a varying interpretation of CAD, which should be clarified during the contract process with a specific agency.
72. Option A: Advanced Transit Scheduling Software: In reference to OC.12, is GTFS-Flex support currently in use at any Nebraska agencies?	No. However, NDOT has a longer term goal of supporting a statewide trip discover and planning platform, inclusive of flexible transit services.
73. Option B: Advanced Transit Scheduling Software: In reference to TR.9.2, are pre-run inspections to be mandatory?	Yes.
74. Option B: Advanced Transit Scheduling Software: In reference to TR.9.9, what canned messages are required?	There are no specific canned messages required; Vendor may indicate whether there is a pre-existing set of canned messages available in the system, or if Transit Agencies can define their own set of canned messages within the response section.
75. Section 1 H, Submission of Proposals. For clarification: When responding to the Basic System, is it appropriate to submit a single	The Technical and Cost Proposals should be packaged separately.

response, with a section titled "Technical Proposal," and a section titled "Cost Proposal"? Or, should vendors have completely separate binders containing the Technical and Cost proposals?	
76. Section 1, P. Evaluation of Proposals. For either the Basic or Advanced System, will vendors be disqualified from award if they are unable to meet all requirements, as presented in the Technical Requirements Matrix of Attachment A and B, respectively?	No.

Amendments to RFQ R207-20 Language

- **Section VI E. Vendor Fair, on page 39 of RFQ R207-20 which reads:**

"Upon selection, all pre-qualified Contractors are *required* to participate in an annual vendor fair in three (3) successive years. Each annual vendor fair will consist of three (3) presentations on consecutive days in three (3) different locations across Nebraska. The purpose of these presentations is to provide local agencies with an opportunity to see each system demonstrated and to ask questions about the systems to each Contractor. The format for each presentation will be to provide a short presentation, to set up (in a format similar to conference booths) a demonstration system for Contractors, and to be available for questions."

Is hereby amended to the following:

"Upon selection, all pre-qualified Contractors are required to participate in an annual vendor fair in three (3) successive years. Each annual vendor fair will consist of presentations on one day at a designated location in Nebraska. The purpose of the presentation is to provide local agencies with an opportunity to see each system demonstrated and to ask questions about the systems to each Contractor. The format for each presentation will be to provide a short presentation, to set up (in a format similar to conference booths) a demonstration system for Contractors, and to be available for questions."

- **Section VI G. Technical Requirements, 2. Technical Requirements for Advanced Scheduling System on page 39 of RFQ R207-20 which reads:**

a. Functional requirements

1) User accounts, permissions, and tracking
2) Working with customer information
3) Working with driver information
4) Working with vehicle information
5) Setting up individual and subscription trips
6) Setting up individual and recurring runs
7) Manual and automated scheduling tools
8) SMS and IVR customer messages
9) CAD/AVL hardware and software, including driver app
10) Additional advanced reporting requirements
11) Working with funding sources, fares, donations, and billing

b. Other system requirements

1) Data ownership and migration
2) Hosting, backup, and information security
3) Mobile device hardware and security requirements

Is hereby amended to the following:

a. Functional requirements
- ***1)*** *User accounts, permissions, and tracking*
- ***2)*** *Working with customer information*
- ***3)*** *Working with driver information*
- ***4)*** *Working with vehicle information*
- ***5)*** *Setting up individual and subscription trips*
- ***6)*** *Setting up individual and recurring runs*
- ***7)*** *Manual and automated scheduling tools*
- ***8)*** *SMS and IVR customer messages*
- ***9)*** *CAD/AVL ~~hardware and~~ software, including driver app*
- ***10)*** *Additional advanced reporting requirements*
- ***11)*** *Working with funding sources, fares, donations, and billing*

b. Other system requirements
- ***1)*** *Data ownership and migration*
- ***2)*** *Hosting, backup, and information security*
- ~~***3)*** *Mobile device hardware and security requirements*~~

- **Section VI H.1 Additional Functional Capabilities of Interest for Basic Scheduling System and 2. Additional Functional Capabilities of Interest for Advanced Scheduling System on page 40 of RFQ R207-20 which reads:**

1. **Additional Functional Capabilities of Interest for Basic Scheduling System**
   - **a.** Flex route scheduling
   - **b.** Trip coordination or brokerage
   - **c.** SMS customer messages
   - **d.** IVR customer communications
   - **e.** Customer app
   - **f.** CAD/AVL and driver app
   - **g.** Configure funding sources, fare structures, and billing
   - **h.** Advanced optional management reports
   - **i.** FTA-required reporting
   - **j.** GTFS flex data
2. **Additional Functional Capabilities of Interest for Advanced Scheduling System**
   - **a.** Flex route scheduling
   - **b.** Trip coordination or brokerage
   - **c.** Customer app
   - **d.** FTA-required reporting
   - **e.** GTFS flex data

Is hereby amended to the following:

1. ***Additional Functional Capabilities of Interest for Basic Scheduling System***
   - ***a.*** *Flex route scheduling*
   - ***b.*** *Trip coordination or brokerage*
   - ***c.*** *SMS customer messages*
   - ***d.*** *IVR customer communications*
   - ***e.*** *Customer app*
   - ***f.*** *CAD/AVL software and driver app*
   - ***g.*** *In-vehicle devices and cellular data plans*
   - ***h.*** *In-vehicle device installation*

i. *Configure funding sources, fare structures, and billing*
j. *Advanced optional management reports*
k. *FTA-required reporting*
l. *GTFS flex data*

2. ***Additional Functional Capabilities of Interest for Advanced Scheduling System***
   a. *Flex route scheduling*
   b. *Trip coordination or brokerage*
   c. *Customer app*
   d. *In-vehicle devices and cellular data plans*
   e. *In-vehicle device installation*
   f. *FTA-required reporting*
   g. *GTFS flex data*

Revised MS Word format documents have also been posted as part of this Addendum; please look for the revised RFQ and Attachments A and B.

Exhibit A has been added to this RFQ and Addendum following this page.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Exhibit A

FY19

Rural System Name, City	Vehicle Revenue Hours	Passenger Boardings	Sponsored Passenger Boardings	TTL Boardings	Mileage	TTI Vehicles	# Peak Hrs	Federal Funds	State Funds	Local Funds	Operating Revenue	Total Costs
Avera Creighton Hospital, Creighton	3,652	1,189	1,753	2,942	104,019	6	3	$91,685	$25,329	$25,329	$14,960	$157,302
Avera St. Anthony Hospital, O'Neil	3,473	10,296	3,287	13,583	39,668	7	4	$101,831	$36,429	$36,429	$19,615.50	$194,304
Blue Rivers AAA, Beatrice	12,698	44,812	2,230	47,042	161,228	18	12	$367,541	$120,407	$120,407	$94,618	$702,972
Blue Valley Community Action Partnership, Geneva	1,568	4,713	61	4,774	26,081	4	4	$60,485	$21,554	$21,554	$5,550	$109,142
Box Butte County Public Transit, Alliance	6,441	26,471	965	27,436	79,048	7	5	$165,622	$53,542	$53,542	$25,408.50	$298,116
Butler County Rural Service, David City	1,428	4,666	522	5,188	47,322	4	2	$40,421	$8,719	$8,719	$13,119.88	$70,979
Cambridge Memorial Hospital Inc, Cambridge	2,832	1,228	2,764	3,992	62,287	3	2	$42,662	$17,792	$17,792	$12,380.30	$90,625
Cedar County, Hartington	5,128	5,710	0	5,710	154,866	7	7	$119,661	$35,541	$35,541	$19,296.29	$210,041
Chappell Senior Center, Chappel	4,130	1,310	606	1,916	72,447	transferred to Kimball 2019		$71,509	$17,056	$17,056	$9,511.70	$115,132
Chase County Transit	5,839	29,592	71	29,663	74,383	6	4	$106,669	$43,587	$43,587	$14,057.96	$207,899
City of Benkelman	513	2,101	0	2,101	2,963	1	1	$22,430	$7,704	$7,704	$1,848.65	$39,687
City of Broken Bow	1,558	5,680	0	5,680	17,997	2	1	$34,879	$16,507	$16,507	$1,294	$69,187
City of Central City	1,500	7,210	674	7,884	17,872	3	3	$45,837	$14,287	$14,287	$10,055	$84,465
City of Chadron	1,372	10,122	0	10,122	18,722	2	2	$32,852	$13,004	$13,004	$928.76	$59,787
City of Columbus	3,203	8,671	619	9,290	35,366	5	5	$133,093	$31,974	$31,974	$16,840	$213,879
City of Crawford	1,042	3,017	0	3,017	14,938	3	3	$36,083	$14,697	$14,697	$4,376	$69,853
City of Loup City	1,437	1,404	0	1,404	12,349	1	1	$19,225	$6,692	$6,692	$1,110	$33,718
City of McCook	1,340	5,531	950	6,481	15,446	3	3	$80,826	$29,743	$29,743	$9,956.45	$150,270
City of Neligh	1,475	6,731	1,995	8,726	7,851	2	2	$27,264	$7,969	$7,969	$8,667.25	$51,868
City of North Platte	14,529	63,072	7,910	70,982	173,852	14	10	$333,440	$117,641	$117,641	$122,321.22	$691,043
City of Oakland	998	4,818.10	286	5,104	32,491	4	3	$40,976	$11,442	$11,442	$4,023.44	$67,884
City of Ogallala	4,786	23,047	2,311	25,358	45,409	4	4	$79,650	$20,636	$20,636	$30,320.25	$151,244
City of Plainview	891	1,633	167	1,800	4,412	1	1	$8,814	$2,323	$2,323	$3,585.30	$17,045
City of Schuyler	1,663	4,621	0	4,621	9,410	2	2	$24,578	$8,220	$8,220	$5,104	$46,123
City of Sidney	4,188	15,353	0	15,353	61,827	5	5	$119,338	$36,900	$36,900	$16,346.80	$209,484
City of Tecumseh	601	3,434	2	3,436	7,854	1	1	$46,858	$8,158	$8,158	$3,595	$66,768
City of Wayne	1,244	10,306	0	10,306	16,772	4	4	$48,432	$12,521	$12,521	$14,694.05	$88,168

Exhibit A

Community Action Partnership of Mid-NE, Kearney	39,232	83,269	21,892	105,161	466,955	57	38	$947,656	$308,668	$308,668	$117,022.67	$1,682,013
Community Concern of Norfolk, Norfolk	13,301	28,463	2,893	31,356	143,340	9	6	$273,255	$53,175	$53,175	$128,442.25	$508,047
Community Memorial Health Center	1,610	609	0	609	28,818	4	2	$15,720	$7,100	$7,100	$5,050.50	$34,970
Eastern NE Office on Aging, Omaha	19,989	18,669	466	19,135	319,617	19	8	$362,244	$129,042	$129,042	$64,144.91	$684,473
Garden County Transportation, Osh Kosh	2,065	3,260	695	3,955	54,410	3	3	$110,048	$24,464	$24,464	$6,033.40	$165,009
Grant County, Hyannis	378	113	0	113	9,978	1	1	$12,024	$3,506	$3,506	$659	$19,695
Hall County, Grand Island	744	2,548	0	2,548	13,526	12	10	$19,820	$5,336	$5,336	$2,625.49	$33,116
Harlan County, Alma	887	2,509	114	2,623	18,919	3	3	$38,954	$8,492	$8,492	$4,491	$60,430
Hooker County, Mullen	1,760	270	0	270	16,678	3	3	$7,037	$2,567	$2,567	$2,395	$14,564
Kimball County, Kimball	3,042	7,981	1,265	9,246	49,312	10	10	$115,328	$24,980	$24,980	$25,088.32	$190,376
Lancaster County, Lincoln	3,034	2,132	0	2,132	35,490	3	3	$64,024	$14,341	$14,341	$4,296.48	$97,003
Midland AAA, Hastings	3,060	8,308	937	9,245	64,434	16	10	$120,821	$36,931	$36,931	$12,789.21	$207,474
Morrill County, Bridgeport	873	2,580	0	2,580	9,969	2	2	$55,132	$14,803	$14,803	$1,190	$85,928
NanceTrans, Fullerton	1,716	1,716	92	1,808	40,684	4	3	$44,793	$11,412	$11,412	$17,653.67	$85,271
Perkins County, Grant	4,894	7,452	534	7,986	19,573	3	3	$39,170	$13,218	$13,218	$10,165.62	$75,772
Phelps County, Holdrege	2,059	12,924	77	13,001	30,992	4	2	$87,594	$23,959	$23,959	$11,283.17	$146,795
Ponca Tribe, Norfolk and Niobrara	4,729	2,952	0	2,952	166,879	16	7	$372,631	$104,112	$104,112	$7,154	$588,007
Saline County Area Transit, Western	4,029	10,861	634	11,495	75,043	6	5	$175,319	$38,426	$38,426	$25,264.90	$277,435
Santee Sioux Nation, Santee	672	2,685	0	2,685	52,993	3	1	$49,216	$10,851	$10,851	$0	$70,919
Saunders County, Wahoo	1,005	1,639	678	2,317	16,194	2	2	$48,204	$13,222	$13,222	$3,012	$77,658
Scotts Bluff County, Scottsbluff	13,686	17,183	8,077	25,260	255,883	13	10	$378,883	$107,309	$107,309	$56,695	$650,197
SENCA, Humboldt	1,811	6,114	1,805	7,919	29,766	4	4	$43,086	$17,490	$17,490	$12,779.83	$90,846
Seward County , Seward	4,956	9,084	2,483	11,567	80,121	5	5	$114,765	$35,928	$35,928	$14,571	$201,191
Sheridan County, Chadron	297	1,306	36	1,342	20,456	2	2	$22,509	$8,662	$8,662	$862	$40,694
Stratton Industrial Commission, Stratton	1,823	2,022	0	2,022	80,266	4	4	$70,313	$14,502	$14,502	$13,485.23	$112,803

Exhibit A

Valley County Health Systems, Ord	694	1,229	1,093	2,322	25,334	4	4	$50,173	$15,075	$15,075	$6,760.50	$87,083
Village of Guide Rock	441	617	3	620	30,728	3	1	$15,236	$5,105	$5,105	$2,628.50	$28,074
Webster County, Red Cloud	2,368	2,427	213	2,640	42,412	0	0	$63,313	$18,945	$18,945	$4,388.82	$105,590
Wolf Memorial Good Samaritan Public Transit, Albion	1,829	2,741	0	2,741	17,051	2	2	$24,794	$9,789	$9,789	$5,390.94	$49,763
York County, York	2,476	8,335	1,242	9,577	54,188	5	5	$86,593	$33,608	$33,608	$15,436.50	$169,244

NEBRASKA
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DEPARTMENT OF TRANSPORTATION

ADDENDUM FIVE

Date: February 20, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Schedule of Events Revision for Request for Qualification Number RFP R207-20
Transit Scheduling System Software & Services

SCHEDULE OF EVENTS

The schedule below is hereby amended as follows:

ACTIVITY		DATE/TIME
1.	Evaluation period	~~February 14-21, 2020~~ ~~February 21-28, 2020~~ **Feb. 21 – March 6, 2020**
2.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
3.	Post "Notification of prequalified Contractors" to Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD

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ADDENDUM SIX

Date: March 3, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Schedule of Events Revision for Request for Qualification Number RFP R207-20
Transit Scheduling System Software & Services

SCHEDULE OF EVENTS

The schedule below is hereby amended as follows:

ACTIVITY		DATE/TIME
1.	Evaluation period	~~February 14-21, 2020~~ ~~February 21-28, 2020~~ ~~Feb. 21 – March 6, 2020~~ **Feb. 21 – March 13, 2020**
2.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
3.	Post "Notification of prequalified Contractors" to Internet at: https://dot.nebraska.gov/business-center/business-opp/procure-service-opp/	TBD

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DEPARTMENT OF TRANSPORTATION

ADDENDUM SEVEN

Date: March 23, 2020

To: All Vendors

From: Brandy Henke, Buyer
Nebraska Department of Transportation

RE: Request for Qualification Number RFP R207-20
Transit Scheduling System Software & Services

NOTICE

The Nebraska Department of Transportation is still in the process of evaluating all submitted RFQ's at this time. Once all scoring is complete, the NDOT will set up Oral Interviews/Demonstrations with qualifying Contractors.

Please continue to check the website for updates.

13.C. Quote from Obrist & Co., Inc. in the amount of $29,775 for storm sewer cleaning service. CIP #21-96

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: March 12, 2025

TO: City Administrator/Finance Director

FROM: Chuck Sliva, Public Works Director

SUBJECT: Contract Storm Sewer Cleaning Quotes.

RECOMMENDATION: To accept the following attached low quote from, Obrist & Co. The low quote amount is $29,775.00.

DISCUSSION: Staff solicited 4 cleaning contractors for quotes, only three replied. This is part of the annual contracted storm sewer cleaning service. This service helps us meet the Stormwater rule of annual cleaning guidelines.

FISCAL IMPACT:

Funds for this contract will come from the budgeted Trunkline Line Storm Sewer Cleaning CIP 560-560-57510-21096 Fund in the amount of $50,000.00

SIGNATURE:

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

Approved By: _____
Heather Lindsley, Finance Director

Approved By: _____
Tara Vasicek, City Administrator

P O Box 581
Columbus, NE 68602-0581
402-564-2804
402-562-7950 Fax

2-26-25

Storm Sewer Cleaning

To clean storm sewer per the print, catch basins and manholes per the prints. For the sum of $29,775.00.

Please let us know if you have any questions.

Thanks,

John

City of Columbus
Quote Sheet for Purchases

Department: Streets / Storm Water

Charge to Account Number: 560-560-57510-21096 Trunk Sewer Line Cleaning

Department Head Approval: Chuck Sliva

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: 3/12/2025 Time: 3:30pm

Vendor Name: Obrist & Co.

Vendor Employee Name: John O

Telephone: 402-564-2804

Quote For: Storm Sewer Contract Cleaning

Quote Includes:	Item Totals:
6-30" / 6,2000 feet Storm Sewer Cleaning	
Clean Catch Basins 89	
Clean 31 manholes	
	$29,775.00
Total:	$29,775.00

Quote Excludes:

_____

_____

_____

_____

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Chuck Sliva

Quote

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote Nbr.:	**PQ004589**
Order Date:	02/27/2025
Valid Until:	05/28/2025
Sales Person:	Jennifer Olps
Customer ID:	105627
Payment Terms:	

Job Site:

City of Columbus, NE
Columbus NE
United States of America

Bill to:

City of Columbus, NE
Columbus NE
United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

Water to be supplied by the City of Columbus, NE. HK Solutions Group will keep track of loads used.

Debris dump site at City WWTP; located at 759 S. 14th Ave.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Cleaning 8"-30"	6,200.0000	FOOT	2.5800	15,996.00
	Cleaning Catch Basins 3'-4' deep	89.0000	EACH	125.0000	11,125.00
	Cleaning Manholes 3'-4' deep	31.0000	EACH	125.0000	3,875.00

***NOTE: Quote does not include any applicable taxes**

Prepared By: Jennifer Olps
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 30,996.00

MUNICIPAL PIPE TOOL CO LLC
WWW.MUNIPIPE.COM
" We Protect the Environment"

515 5TH STREET ~ PO BOX 398
HUDSON, IOWA 50643
Phone: 319-988-4205
Fax: 319-988-3506

Quotation

Quote Number: 5876

Quote Date: Feb 28, 2025

Quoted to:

CITY OF COLUMBUS, NE
4528 19TH STREET
COLUMBUS, NE 68602-1677

Fax: 402-563-1380

Customer ID	Good Thru	Payment Terms	Sales Rep
COLUMBUSNE	3/30/25	Net 15 Days	

Quantity	Description	Unit Price	Extension
1.00	MOBE cleaning crew - LS	18,000.00	18,000.00
120.00	Cleaning of storm sewers - hours	775.00	93,000.00
1.00	The first 120 hours are approved by signing the quote. Every 5 hrs after that are approved by customer via text message or email to crew leader on site.		
1.00	Access, water, SWPPP, MH locating & exposing and debris location provided by general IF city isn't. If bond is needed add 2% to prices above.		
1.00	Manholes /inverts/catch basins must all be located before we begin work.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal	111,000.00
Sales Tax	
Freight	
Total	111,000.00

ACCEPTED BY: Signature_____ Title _____Date_____

Scheduling Contact Person:_____Phone #:_____Cell _____

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

14. **RESOLUTIONS**

14.A. Resolution No. R25-42 approving Lease to Hangar Aircraft agreement with Luke N. Forney. (Board of Airport Commissioners recommends approval.)

RESOLUTION NO. R25-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING LEASE TO HANGAR AIRCRAFT WITH LUKE N. FORNEY FOR HANGAR NO. 1508-4 AT COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the lease to hangar aircraft with Luke N. Forney has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease to hangar aircraft with Luke N. Forney for Hangar No. 1508-4 at Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of February, 2025, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and LUKE N. FORNEY (hereinafter referred to as "Lessee(s)").

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

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to Lessee(s) the exclusive privilege of using the space in Hangar No. 1508-4 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of One Thousand Two Hundred Dollars ($1,200). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of Six Hundred Dollars ($600), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.

   (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

   (B) **RENTAL SUM SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the annual sum and rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased annual sum and rental amounts as required in this Agreement.

3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.

4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one-year increments upon both the payment of the annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental sum when due, City may serve a fifteen (15) day notice to Lessee(s) to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.

5. **STORAGE OF AIRCRAFT AND/OR EQUIPMENT ONLY:** Lessee(s) has rented the hangar space for the purpose of storing aircraft and/or aeronautical equipment and is prohibited from conducting any other use or activity on the Premises. Additionally, Lessee(s) shall not use the Premises for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

   (A) **HAZARDOUS MATERIALS:** Lessee(s) shall also refrain from storing any items or materials on the Premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of Paragraph 5(A), Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous material on the Premises.

6. **SPECIFIED AIRCRAFT AND REGISTRATION:** This Lease is for hangaring of the following aircraft:

N 7252L	N _____
Make American Aviation	Make _____
Model AA-1A	Model _____
No. of Engines 1	No. of Engines _____
Year 1972	Year _____
No. of Seats 2	No. of Seats _____

Lessee(s) (whether individual(s), partnership, LLC, or corporation) must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this Lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest. Lessee(s) shall keep proof of aircraft ownership and appropriate/legal aircraft registration current with City. Evidence of proof of aircraft ownership and registration shall further be made available to City at any time upon demand of City and upon any renewal of this Lease as may be allowed herein.

7. **HANGAR DOORS, HANGAR LEFT UNATTENDED:** Lessee(s) hereby specifically agrees to keep the hangar door(s) closed at all times, other than during the times the Lessee(s) is moving aircraft in and out of the hangar space, to avoid

wind damage to the hangar. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Lease at City's discretion.

8. **FIRE EXTINGUISHER REQUIRED:** Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.

9. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.

10. **NON-INTERFERENCE WITH OTHER AIRPORT USES:** Lessee(s) shall not exercise any privileges granted by this agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.

11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'s sole cost and expense, agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises, including the hangar structure, and the improvements constructed thereon, in a safe, clean, and sanitary condition. Lessee is expressly prohibited from materially altering the hangar structure, floor, walls, exterior, or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of City. Lessee(s) agrees that at the expiration of the term of this Agreement Lessee(s) shall yield possession of Premises to City, without further demand or notice, in as good order and condition as when the Lease was entered into by Lessee(s), excluding reasonable wear and tear. Lessee(s) shall repair any damage to the Premises occasioned by its use or the removal of Lessee(s)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.

12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **INDEMNITY AND INSURANCE REQUIRED:** City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible therefore. It is further agreed that in the use of the airport and Premises and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers, from any and all losses, damages, costs, expenses, liabilities, claims, demands, suits, attorney's fees, and judgements arising directly or indirectly from any negligence or manner related to Lessee(s) possession, occupancy, or use of the Premises.

Lessee(s) shall obtain an insurance policy in an amount of no less than One Million Dollars ($1,000,000) per occurrence to cover general liability which shall name and endorse the "City of Columbus" as additionally insured on the certificate of insurance and endorsement. The minimum amounts of said insurance required may be increased at the sole discretion of City. Proof of insurance shall be submitted to the city clerk's office upon the execution of this Lease and shall remain in full force throughout the term of this Lease. Any certificate of insurance with accompanying endorsement(s) provided must cover the term of the Lease and be updated before the expiration date. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as all authorized persons/pilots who would have access to the aircraft during the term of the Lease.

14. **CITY ACCESS TO HANGER:** City reserves the right to control access to the Premises in order to regulate the orderly and efficient operation of the airport. City and its designated agents, employees, and volunteers shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease and the Rules and Regulations of Columbus Municipal Airport. Lessee(s) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.

15. **CITY IMPROVEMENTS:** City reserves the right, but it shall not be obligated to Lessee(s), to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport; and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport. Said improvements may be done at City's sole discretion and without interference or hindrance by Lessee(s). City's obligation for repairs or maintenance to the Premises shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

16. **OBEYING RULES OF AIRPORT AND THE LAW:** Lessee(s) affirms that it has read and fully understands the Rules and Regulations of Columbus Municipal Airport. Lessee(s) acknowledges City may decide at its sole discretion to change or amend the Rules and Regulations of Columbus Municipal Airport. Lessee(s) and its employees and agents shall obey the rules and regulations adopted and amended by City or its authorized agents in charge of the airport. Lessee(s) and its employees and agents shall observe and obey regulations as may be promulgated by the United

States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.

17. **NON-DISCRIMINATION:** Lessee(s) as part of the consideration of this agreement, does hereby covenant and agree that:

    (A) No person on the grounds of race, creed, color, sex, disability, or national origin shall be subjected to discrimination in the use of the facilities; and

    (B) Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.

18. **TAXATION:** In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.

19. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- City: City of Columbus
  Columbus Municipal Airport
  Attn: Airport Manager
  PO Box 1677
  Columbus, NE 68602-1677

- Lessee(s): Lake Fenny
  Attn: _____
  2390 40 rd ~~Bruno~~
  Bruno Ne, 68014

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (4th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

20. **DEFAULT:** City and Lessee(s) agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee(s) of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee(s)'s obligations under this Lease, including, but not limited to:

(A) Failure of Lessee(s) to abide by any provision(s) of this Lease.
(B) Abandonment of the property by Lessee(s).
(C) Failure of Lessee(s) to make the rental payment as required under this Lease.
(D) Failure of Lessee(s) to keep current or provide proof of aircraft ownership and registration.
(E) Lessee(s), for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement.
(F) Lessee(s) files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
(G) Violation of any of the Rules and Regulations of Columbus Municipal Airport by Lessee(s).
(H) Discovery by City that any material information provided by Lessee(s) related to this Lease is/was materially false.
(I) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Lessee(s).
(J) Use of Premises for unlawful purposes by Lessee(s).
(K) Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises by Lessee(s).
(L) Occurrence of any other event described as constituting an "Event of Default" listed elsewhere in this Lease.

Upon a material breach and default, Lessee(s) shall be provided with written notice and demand to cure said material default(s). Said notice shall give the Lessee(s) fifteen (15) days after receipt of written notice to cure the material default(s).

21. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by City or by the election of either party as follows:

(A) **TERMINATION FOR CAUSE:** In the event the Lessee(s) is in material default of this Lease as set forth in Paragraph 19, and such default is not cured within fifteen (15) days after receipt of written notice of default from City, then City at its sole discretion, may terminate this Lease effective immediately by written notice to Lessee(s). If Lessee(s) violates paragraph 5(A) regarding hazardous materials, and Lessee(s) does not immediately remove or cure such violations, then Lessee(s) is in immediate material breach and default of the Lease and the Lease is subject to immediate termination at City's sole discretion.

(B) **TERMINATION AT ELECTION OF THE PARTIES:** Either party may terminate this Agreement by providing to the other party at least thirty (30) days written notice of intent to terminate. This time frame may be waived by City at its sole discretion.

In the event of the termination as provided herein during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a refund of a prorated portion of the advanced payment made under Paragraph 2.

Upon the Date of Termination, Lessee(s) shall vacate the Premises and immediately remove all property (including aircraft, aeronautical equipment, and all other property) from the Premises. If Lessee fails to vacate the Premises or fails to remove any and all property from the Premises, City may seek to reenter and recover possession of the Premises by any lawful means. City may also, at its election, dispose of any remaining property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Lessee(s). City will deem any property remaining on the Premises as having been abandoned by Lessee(s).

22. **ASSIGNMENT OF LEASE:** Lessee(s) shall not have the right to sub-let, assign, transfer, or in any manner re-lease any part of the described Premises. Any attempts to do so without City's expressed written approval shall be null and void.

23. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the City of Columbus, the State of Nebraska, and federal law. Lessee(s) shall comply with all said laws. By signing this Lease, City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee(s). To the extent possible, the parties waive their rights to a jury trial.

24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.

25. **NON-WAIVER:** No waiver by City of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.

26. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.

27. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

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

29. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

3-11-25

Airport Manager Date

BOARD OF AIRPORT COMMISSIONERS

3-11-25

Chair Date

Executed by:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

Attest:

City Clerk

LESSEE(S)

1-31-25

Signature Date

Luke Fomey

Printed Name

2390 40th Bruno Ne 68014

Address

402-367-9295

Phone Number

Lukenfomey@gmail.com

Email

Signature Date

Printed Name

Address

Phone Number

Email

APPROVED AS TO FORM:

CITY ATTORNEY


NPPD
1428
East
1412
North
South
West
FBO
1340
FBO
1334
Airmethods
1328
Admin
1304
1276
City
1230
Midstate
East
1406
West
23
24
240
26
25
1444
Overturf
1442
Muhle
1430
FBO
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CVA
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SRE
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FBO
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1508
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14.B. Resolution No. R25-43 approving lease agreement with Nebraska Public Power District for land located at Columbus Municipal Airport. (Board of Airport Commissioners recommends approval.)

DRAFT

RESOLUTION NO. R25-43

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A TWENTY (20) YEAR LAND LEASE AGREEMENT WITH NEBRASKA PUBLIC POWER DISTRICT FOR HANGAR SPACE AT COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, Nebraska Public Power District entered into a twenty-five (25) year land lease agreement with the Columbus Airport Authority on or about January 1, 2007, for hangar space at Columbus Municipal Airport; and

WHEREAS, the dissolution of the Columbus Airport Authority in 2008 assigned responsibility for operations of the airport to the City of Columbus; and

WHEREAS, the agreement was amended on or about April 16, 2012, via Resolution No. R12-39; and

WHEREAS, Nebraska Public Power District wishes to replace said agreement in order to expand the area of the leased land to allow for installation of a fuel tank; and

WHEREAS, a new land lease agreement has been negotiated with Nebraska Public Power District and has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the twenty (20) year land lease agreement with Nebraska Public Power District for hangar space at Columbus Municipal Airport, a copy of which is attached hereto, is 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 parts thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", is made and entered into effective this 1st day of January, 2025, between the CITY OF COLUMBUS, a municipal corporation and political subdivision of the State of Nebraska, hereinafter referred to as "Lessor" and NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Lessor herein is the owner of the Columbus Municipal Airport located in Platte County, Nebraska (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto District a parcel of land (located within the Airport) described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set out; and

WHEREAS, District proposes to lease on a net basis (as defined below) from Lessor the ground area described and depicted on Exhibit "A" attached hereto and described below as "Leased Premises" and made a part hereof, all as herein set forth, which Lessor deems advantageous to itself and to the efficient operation of the Airport; and

WHEREAS, District has indicated a willingness and ability to properly keep, maintain, and improve said Leased Premises in accordance with standards established by Lessor if granted a lease of sufficient term on said Leased Premises.

NOW, THEREFORE, Lessor and District agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. DESCRIPTION OF LEASED PREMISES. Lessor, in consideration of the compensation and covenants and agreements set forth herein to be kept and performed by District, does hereby lease unto District, upon the conditions hereinafter set forth, the following Leased Premises and attendant rights, privileges, uses, and interests (hereinbefore and hereinafter called the "Leased Premises") and described by metes and bounds below:

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SW1/4, THENCE N 01°42'25" W (BEARINGS BASED ON NEBRASKA STATE PLANE COORDINATE SYSTEM), 2344.57 FT. ON THE WEST LINE OF SAID SW1/4; THENCE N 88°17'35" E,

1173.36 FT. TO THE POINT OF BEGINNING; THENCE N 57°44'27" E, 82.29 FT.; THENCE N 31°28'27" W, 10.00 FT.; THENCE N 58°31'12" E, 69.44 FT.; THENCE N 31°20'26" W, 7.98 FT.; THENCE N 58°32'58" E, 35.00 FT.; THENCE S 31°27'37" E, 30.01 FT.; THENCE S 58°32'58" W, 35.00 FT.; THENCE S 57°48'58" W, 25.71 FT.; THENCE S 31°47'53" E, 196.52 FT.; THENCE S 57°37'46" W, 127.16 FT.; THENCE N 31°28'12" W, 209.73 FT. TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.

The location and a depiction of the Leased Premises is set forth on Exhibit "A", attached hereto. District and its sublessees shall enjoy the general use of all public Airport facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, except as provided herein.

Lessor shall have the right to approve the location of fuel storage improvements on the Leased Premises. Approval shall not be unreasonably withheld.

For the purpose of this Lease, "Public Airport Facilities" shall include all necessary landing area appurtenances, including, but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and navigational aids, lighting facilities, adequate terminal facilities, or other public things appurtenant to the Airport. The Lessor shall not by contractual agreement or otherwise, allow third parties to utilize the Leased Premises described herein.

It is mutually agreed that the granting of this Lease and its acceptance by District is conditioned upon the right to use the Public Airport Facilities in common with others authorized to do so, which right shall be exercised only subject to and in accordance with Columbus Municipal Airport Rules and Regulations (as may be amended from time to time), the laws of the United States of America and the State of Nebraska and the rules and regulations promulgated by their authority or any department or agency thereof with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, policies, regulations of Lessor, and ordinances of the City of Columbus now in force or hereafter prescribed.

B. RIGHTS, PRIVILEGES, USES, AND INTERESTS. In addition to the general rights, privileges, uses, and interests attaching to the Leased Premises hereinbefore described, and without limiting the generality thereof, the following particular rights, privileges, uses, and interests are given to District and/or its lessees or sublessees, to-wit:

(1) The loading and unloading of aircraft in any lawful private aviation activities.

(2) The maintenance, storage, and servicing of aircraft owned, leased, rented, and/or managed by the District or which are used by the District in the conduct of its business. Maintenance and servicing of aircraft shall include over-hauling, rebuilding, repairing, inspecting, and licensing activities performed on such aircraft by the District, its employees, agents, and/or contractors. The Leased Premises shall not be used by the District to

perform maintenance, storage, and servicing of aircraft for members of the public, generally, who are owners or operators of aircraft or those who do not have a contractual relationship with the District for operation, maintenance, or repair.

(3) The use of said Public Airport Facilities and navigational aids and facilities relating thereto for purposes of non-commercial landings, takeoffs, and taxiing of aircraft.

(4) The use of and a right of ingress to and egress across Airport property from the Leased Premises without charge therefore, except the considerations set out herein.

(5) The right to construct and install fuel storage improvements, including but not limited to, preapproved above-ground fuel storage tanks and related equipment on the Leased Premises and in the location defined on Exhibit A, for use by District and by third parties for which District subleases to or with whom District has an operation, management, maintenance, or repair agreement. Underground fuel storage tanks are not authorized and shall not be installed or used. All improvements must be preapproved by Lessor prior to installation. Such approval shall not be unreasonably withheld.

(6) The right to provide for the location, construction, erection, and maintenance of improvements, in any lawful manner, upon or in the Leased Premises for the purpose of carrying out any of the activities provided for herein; subject, however, to the conditions herein generally or particularly set forth.

ARTICLE II

OBLIGATIONS OF LESSOR

A. Lessor covenants and agrees that at and until the granting and delivery of this Lease it is well seized of the Airport and Leased Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease and full right and authority to lease the same as herein set forth and that all things have happened and been done to make its granting of said Lease effective and Lessor warrants to District peaceful possession and quiet enjoyment of the Leased Premises and Airport as set out herein during the term hereof upon performance of District's covenants herein.

B. Lessor covenants and agrees during the Lease hereof to operate and maintain the Airport and its Public Airport Facilities, as defined in Article I, Paragraph A, as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act. Thereafter, Lessor may but shall not be obligated to, maintain the Airport under the terms of this Lease. In the event, however, that the Airport should be abandoned by the Lessor during the twenty

(20) year term of this Lease, all rental fees, future fees, and charges shall cease and thereby be discontinued. Any pre-paid rent shall be prorated and returned to District.

C. It is further agreed that Lessor shall have the right to install and shall, without cost to District, maintain within the area of the Leased Premises as shown on the attached Exhibit "A", water, sewer, and electric lines with a capacity sufficient to serve the Leased Premises.

D. Lessor agrees to keep the general service lines for water, sewer, and electricity located off the Leased Premises operational during the term of this Lease, at no expense to District, and District shall have the right to hook onto the same at District's expense. All services on the Leased Premises shall be installed by District at District's expense. All services of the Leased Premises installed after the effective date of this Lease shall be installed by District upon approval of application for the same in accordance with the plans and specifications furnished to Lessor. Such approval shall not be unreasonably withheld.

E. Lessor hereby agrees to maintain the concrete areas surrounding District's Leased Premises including snow removal or plowing.

ARTICLE III

OBLIGATION OF DISTRICT

A. District agrees that the Leased Premises shall be maintained in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements on the Airport, specifically meaning maintenance of the area surrounding the building on the Leased Premises. If this maintenance is not satisfactorily done by District, Lessor, after giving District seven (7) days' notice, may perform the maintenance and charge District therefore for said costs and expenses incurred for said maintenance.

B. District and its tenants, employees, agents, and servants shall obey the Rules and Regulations of the Columbus Municipal Airport as may from time to time be lawfully and reasonably promulgated and amended by Lessor or its authorized agents in charge of the Airport. District and its tenants will be required to obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of Nebraska for like purposes.

C. District agrees that no structure or improvement that is not permitted under the terms of this Lease will be placed on the premises except by written authorization of Lessor or its authorized agents.

D. District, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

(1) In the event facilities are constructed, maintained, or otherwise operated on

said Leased Premises described in this Lease for the purpose for which United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the District shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 USCS Section 47107(a), Project Grant Application Approval Conditioned on Assurances About Airport Operation, and any applicable Regulations, or amendments thereto, and will be bound by all of the items, conditions, and assurances contained or made applicable by the grant agreement for such program or activity.

(2) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.

(3) In the construction of the improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(4) District shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 USCS Section 47107(a), Project Grant Application Approval Conditioned on Assurances About Airport Operation, and any applicable Regulations, or amendments thereto.

E. District represents that the use of the Leased Premises by District or its successors and assigns will at all times during the term of this Lease be for a "public purpose" within the meaning of that term as it is used in the Laws and Regulations of the State of Nebraska pertaining to taxation.

In the event that the Leased Premises shall at any time become subject to taxation solely by virtue of use for a non-public purpose by District or its successors and permitted assigns, District shall pay such taxes as shall be attributable to the term of this Lease before they become delinquent, and failure to do so shall be an event of default under this Lease.

ARTICLE IV

TERM OF LEASEHOLD

A. The term of this Lease shall be for a term of twenty (20) years commencing January 1, 2025. During the last year of the term of this Lease District shall have the right to renegotiate the Lease for additional periods at a rental rate to be negotiated. In the event District does not renew the Lease or District terminates this Lease as provided herein, District shall have the option to either remove any improvements and personal property placed upon the Leased Premises by District or sell the improvements owned by District.

B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the term of such suspension, or District shall have the right to terminate this Lease as provided herein.

C. The Parties hereby agree that any improvements erected on the Leased Premises by District, under this Lease Term or previous lease terms under Leases between the Parties, shall remain personal property of District and said improvements shall not become a part of the real estate. In the event District decides to sell the improvements owned by the District, Lessor shall have the right of first refusal to buy the District's improvements. The right of first refusal is defined for the purposes of this Lease as meaning the Lessor shall have the right, if it chooses, to purchase the improvements for a price equal to an amount which District is willing to sell the improvements to a third party and District shall not sell the improvements to a third party at a lesser price without first offering Lessor the right to purchase the said improvements at said lesser price.

ARTICLE V

RENTALS

A. For the Leased Premises leased to District as shown on Exhibit "A", including Area for private aprons, fuel storage area, and buildings therein, as defined in Article I, Paragraph A, a gross lease payment of $8,625 per year shall be paid to Lessor by District. The annual rental amount as stated above shall be increased each year in accordance with the proportionate cumulative increase in the "All Urban Consumers" Consumer Price Index (as set by the U.S. Bureau of Labor Statistics) as follows:

- The previous year's annual sum, plus whichever is higher of:
    - The proportionate cumulative increase in the Consumer Price Index (as set by the U.S. Bureau of Labor Statistics) for the prior year timeframe from September 1st to August 31st
    - or a 3% increase of the previous year's sum.

Lessor will provide the adjusted increased annual sum to Lessee for the upcoming year at least sixty (60) days in advance of the next year's annual sum's effective date.

B. The lease payment above provided for shall be paid annually, in advance, the first payment to be made on January 1, 2025, and by January 1st of each year thereafter.

ARTICLE VI

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

A. This Lease shall terminate at the end of the full term hereof and District shall have no further right or interest in any of the lands hereby leased except as provided in Article IV, Paragraph A hereof.

B. In the event Lessor abandons the Airport during the term of this Lease, as set forth in Article II, Paragraph B of this Lease, District shall have the option to either remove any improvements placed on the Leased Premises by District or sell the improvements owned by District as provided in Article IV, Paragraphs A & C. District is also entitled to any prorated prepaid rents as stated in Article II, Paragraph B.

C. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events: non-payment of the whole or any part of the amounts agreed upon at the time such payments become due; on the filing of a voluntary petition of bankruptcy by District; the destruction of the improvements on the Leased Premises without replacement thereof within a six (6) month term; making of any general assignment for the benefit of creditors; the occurrence of any act which operates to deprive District permanently of the rights, power and privileges necessary for the proper conduct and operations of the rights granted herein; the abandonment of the Leased Premises by District; or, upon the non-performance by District of any of the agreements and covenants herein mentioned by it to be kept and performed. It is agreed that failure of Lessor to declare this Lease terminated upon the default of District for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease; provided, however, that before exercising its termination privileges herein, Lessor shall first give written notice to District of any default or alleged breach, and District shall have sixty (60) days within which to comply before this Lease may be terminated.

D. District may, for any reason, terminate this Lease by providing written notice to Lessor at least six (6) months prior to the desired date of such termination.

E. District shall have the right and privilege of sale, assignment, and/or transfer of this Lease for the purposes defined in Article I, Paragraph B hereof upon notice to Lessor, except that District shall not sell, assign, and/or transfer this Lease without approval of Lessor. Said approval shall not be unreasonably withheld.

F. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended in accordance with Article IV, Paragraph B hereof.

G. This Lease shall be subordinate to the provisions of any existing or future lease between Lessor and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for the development or use of the Airport. Should the effect of such future agreement with the United States Government be to take any of the property under agreement or substantially destroy the value of such improvements during the term of this Lease, Lessor shall relocate the

improvements or terminate this Lease under the terms of Article VI, Paragraph B hereof, at the option of District.

H. District shall have the right to sublease all or any part of the space leased hereunder; provided, however, that any tenant or sublessee shall be subject to the same conditions, obligations, and terms as set forth herein and District shall be responsible for the observance by its tenants and sublessees of the terms and covenants of this Lease.

ARTICLE VII

NOTICES

Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to the Columbus Municipal Airport, 1304 Bill Babka Drive, Columbus, Nebraska 68601, or to the City of Columbus, 2500 14th Street, Suite 3, Columbus, NE 68601, or to such other address as may have been designated in writing from time to time. Notices to District shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to District to the attention of Ross DeBower, Land Management Supervisor, Box 499, Columbus, Nebraska 68602-0499, or to such other address as may have been designated in writing from time to time.

ARTICLE VIII

GENERAL PROVISIONS

A. NET LEASE. This Lease in every sense shall be without cost to Lessor for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of District to keep, maintain, and repair any and all buildings which it may construct on the Leased Premises at District's sole cost and expense.

B. INDEMNIFICATION. It is agreed that in the use of the Leased Premises, the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, District agrees to indemnify and save harmless the City of Columbus, Nebraska from any and all losses that may result to the City of Columbus, Nebraska from any negligence on the part of District. District shall not be responsible to indemnify Lessor in the following events: Acts of God, riots, civil commotion, and the public enemy.

C. STORAGE OF MATERIALS AND SALE OF GOOD AND SERVICES. District shall refrain from storing any items or materials on the Leased Premises which could violate the local or national fire codes; however, District shall be permitted to store material and supplies incident to its operation, including, but not limited to, aviation oxygen, aviation fuel and aviation engine oil in approved containers or storage fuel tanks for use by the District and by third parties for which the District subleases to or with whom the District has an operation, management, maintenance, or repair agreement.

D. FUEL FLOWAGE FEE. If District chooses to bring fuel onto Columbus Municipal Airport for the purpose of self-fueling its aircraft or filling an installed fuel storage tank, then District shall pay to the Lessor a fuel flowage fee for the total gallons of fuel brought on to Airport property by District in the amount of ten cents ($0.10) per gallon; at any time the fuel flowage fee as set forth in this Article of this Lease may be reviewed, reevaluated, and unilaterally increased by Lessor to a sum set forth by resolution of the Mayor and City Council. District shall provide to Lessor a copy of the "Bill of Lading" between the shipper of fuel and District detailing the type, quantity, and destination of the fuel being carried after each individual/applicable fuel delivery. This "Bill of Lading" must accompany the shipped fuel when brought onto Columbus Municipal Airport, no matter the form of transportation, and must be signed by an authorized representative of District. The Fuel Flowage Fee will be paid by the District to the Lessor thirty (30) days after each individual/applicable fuel delivery.

E. LIABILITY INSURANCE. District shall carry premises and operators' liability insurance with a minimum liability limit of one million dollars ($1,000,000). District shall cause Lessor to be named as an additional insured on said policies and shall provide Lessor with evidence of said insurance on a current basis. District shall provide in said policies that Lessor shall be notified of cancellation of any coverages.

F. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

G. All of the terms, covenants, and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.

H. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska, and the parties agree that any action arising out of or related to this Lease brought in any Court by Lessor against District shall be brought only in the federal or state courts in and for the State of Nebraska.

I. This Lease is expressly subject to the statutes of the State of Nebraska regarding the City of Columbus, Nebraska and the Leased Premises hereby leased shall revert to the City of Columbus, Platte County, Nebraska, subject to this Lease, in accordance with the said statutes. This Lease shall be binding on any successor or assignee of the City of Columbus, Nebraska.

IN WITNESS WHEREOF, the parties have hereunto set their hands the dates set out below.

((remainder of page intentionally left blank))

NEBRASKA PUBLIC POWER DISTRICT
LESSEE

By: Ronald J. Starzec

Printed Name: Ronald J. Starzec

Title: Land Management Manager

Date: 2-3-2025

CITY OF COLUMBUS
LESSOR

By: _____

Printed Name: James B. Bulkley

Title: Mayor

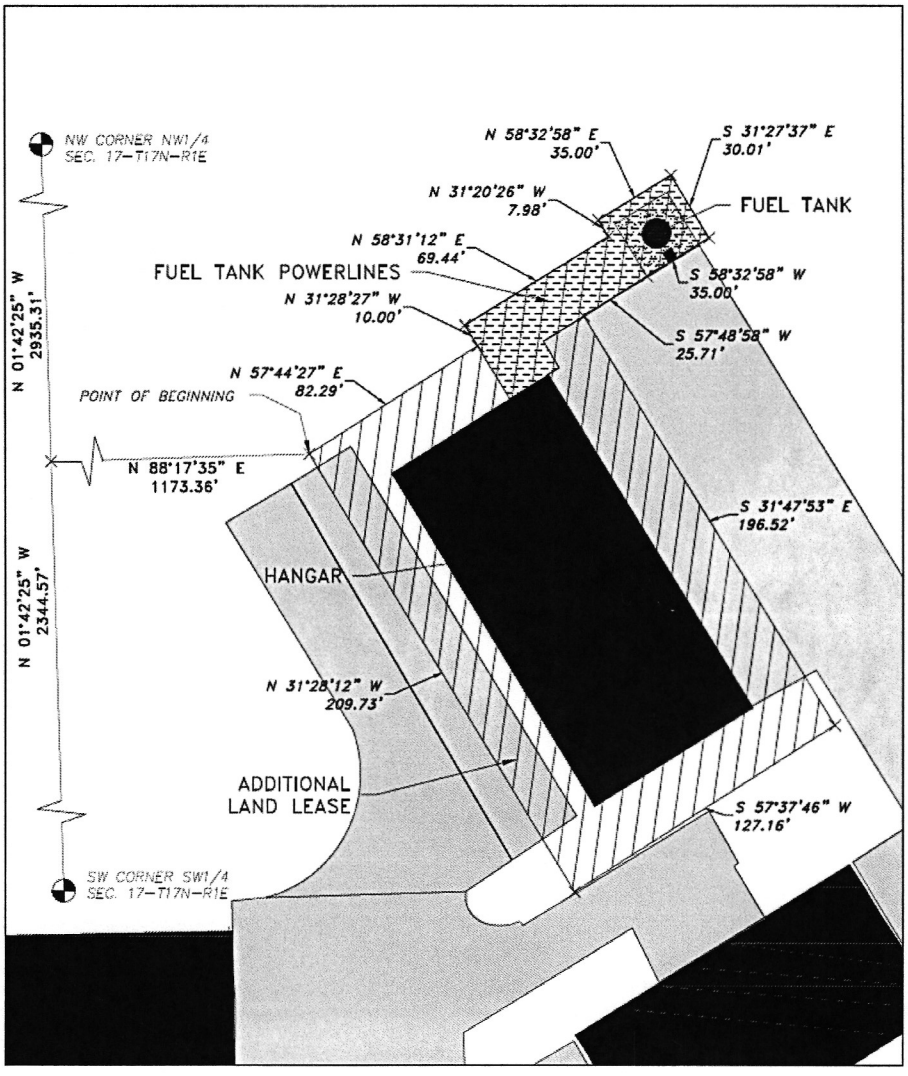
Date: _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

EXHIBIT A

COLUMBUS MUNICIPAL AIRPORT
NPPD LEASE



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF SAID SW1/4, THENCE N 01°42'25" W (BEARINGS BASED ON NEBRASKA STATE PLANE COORDINATE SYSTEM), 2344.57 FT. ON THE WEST LINE OF SAID SW1/4; THENCE N 88°17'35" E, 1173.36 FT. TO THE POINT OF BEGINNING; THENCE N 57°44'27" E, 82.29 FT.; THENCE N 31°28'27" W, 10.00 FT.; THENCE N 58°31'12" E, 69.44 FT.; THENCE N 31°20'26" W, 7.98 FT.; THENCE N 58°32'58" E, 35.00 FT.; THENCE S 31°27'37" E, 30.01 FT.; THENCE S 58°32'58" W, 35.00 FT.; THENCE S 57°48'58" W, 25.71 FT.; THENCE S 31°47'53" E, 196.52 FT.; THENCE S 57°37'46" W, 127.16 FT.; THENCE N 31°28'12" W, 209.73 FT. TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.

SCALE: 1"=50'

0 25' 50'

SHEET		NPPD LEASE	COLUMBUS MUNICIPAL AIRPORT		KIRKHAM MICHAEL
1			COLUMBUS	NEBRASKA	


NPPD
1428
East
1412
North
South
West
FBO
1340
FBO
1334
Airmethods
1328
Admin
1304
1276
City
1230
Midstate
East
1406
West
23
24
240
26
25
1444
Overturf
1442
Muhle
1430
FBO
1426
CVA
1321
SRE
1315
FBO
1307
5
4
3
6
1508
2
1
7
8
9
10

14.C. Resolution No. R25-44 authorizing application for funding assistance through Nebraska Department of Transportation for operation of Columbus Area Transit program for Fiscal Years 2025-2027.

DRAFT

RESOLUTION NO. R25-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE APPLICATION FOR FUNDING ASSISTANCE THROUGH NEBRASKA DEPARTMENT OF TRANSPORTATION FOR OPERATION OF THE COLUMBUS AREA TRANSIT SYSTEM PROGRAM FOR FISCAL YEARS 2025-2027.

WHEREAS, there are Federal and State funds available under Chapter 49 of the United States Code (USC) and the Nebraska Public Transportation Act; and

WHEREAS, there are funds available from Nebraska Department of Transportation for support of the Columbus Area Transit System; and

WHEREAS, the City of Columbus desires to apply for said funds to be used for transportation operations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the application for funding assistance through the Nebraska Department of Transportation for operation of the Columbus Area Transit System for Fiscal Years 2025-2027 be approved and the mayor be authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The City of Columbus

MEMORANDUM

DATE: March 6, 2025

TO: Mayor and City Council

FROM: Douglas A. Moore. Public Property Director

SUBJECT: Application for Federal and State Public Transportation Operating Assistance Request for 2025-2027

RECOMMENDATION: Staff recommends that the application for funding assistance with the Nebraska Department of Transportation be signed and forwarded for review.

DISCUSSION: Federal and state funds, administered by the Nebraska Department of Transportation, are used to assist in the expenses incurred by the Columbus Area Transit program, providing low-cost transportation for the general public. Our budget application needs to be reviewed and approved by the Nebraska Department of Transportation every two years.

FISCAL IMPACT: If the budget is approved by the Department of Transportation, approximately 85% of the cost of the program would be provided through these federal and state funds. The city share of costs would be approximately $50,000 in 2026 and $70,000 in 2027. The additional costs would mostly be for the replacement of a bus in the second year.

ALTERNATIVES: This is a low-cost alternative if the City wants to continue to provide this service.

CONCURRENCE: Heather Lindsley, Finance Director

Approved By: Douglas A Moore
Douglas Moore, Public Property Director

Approved By:
Tara Vasicek, City Administrator

Master Budget ~ FY2026	FY 2026 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item	**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2026**
NON-OPERATING SERVICES (80% Federal Funded: 10% State Funded)																
	Quantity															
Transit Director	1	9817	818	818	818	818	818	818	818	818	818	818	818	818	9817	9817
Salary Taxes		1045	87	87	87	87	87	87	87	87	87	87	87	87	1045	1045
Fringe Benefits (Health, 403(b), 401k)		4511	376	376	376	376	376	376	376	376	376	376	376	376	4511	4511
Supervisor	1	53275	4440	4440	4440	4440	4440	4440	4440	4440	4440	4440	4440	4440	53275	53275
Salary Taxes		5674	473	473	473	473	473	473	473	473	473	473	473	473	5674	5674
Fringe Benefits (Health, 403(b), 401k)		31744	2645	2645	2645	2645	2645	2645	2645	2645	2645	2645	2645	2645	31744	31744
Administrative		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing/Planning Staff		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting Staff		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic	1	16473	1373	1373	1373	1373	1373	1373	1373	1373	1373	1373	1373	1373	16473	16473
Salary Taxes		1754	146	146	146	146	146	146	146	146	146	146	146	146	1754	1754
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Facility																
Building Lease		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Utilities		3450	288	288	288	288	288	288	288	288	288	288	288	288	3450	3450
Building Maintenance		3308	276	276	276	276	276	276	276	276	276	276	276	276	3308	3308
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance																
Insurance D&O		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyber Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Auto		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Liability		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Umbrella/Excess		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crime Bond		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workmans Compensation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance Other		8808	734	734	734	734	734	734	734	734	734	734	734	734	8808	8808
Insurance Other		15000	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	1250	15000	15000
Insurance Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technology Systems																
Dispatch Software Annual Fee		7410	618	618	618	618	618	618	618	618	618	618	618	618	7410	7410
Dispatch Software FlexRoute		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internet Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Cameras		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tablets	5	5000	417	417	417	417	417	417	417	417	417	417	417	417	5000	5000
Phones (LL & Cell)		1161	97	97	97	97	97	97	97	97	97	97	97	97	1161	1161
2-Way Radios		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dispatch Vehicle Hardware		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Software Billing Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technology Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Master Budget ~ FY2026	FY 2026 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item	**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2026**
Technology Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing/Ads/Promotion																
Vehicle Graphics	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TV and Radio Marketing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Printing Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Marketing Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Website Development & Maintnenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contracted Services																
Accounting Services (Book Keeping and Payroll)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Attorney Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc Other Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Audit/Accounting/Bank Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Vehicles	2000	167	167	167	167	167	167	167	167	167	167	167	167	167	2000	2000
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Travel/Conference Fees/Training																
Training (Operations and Administration Staff)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conference Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Instate Travel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Out of State Travel/Manager Training	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Other																
Inhouse Vehicle Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Hearing Notices	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Uniforms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Safety Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FareBoxes and Small Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inhouse Training/Employee Recognition/Workshops	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bus Stop Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Supplies	3002	250	250	250	250	250	250	250	250	250	250	250	250	250	3002	3002
Memberships	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug/Alcohol Testing/Physicals/Backgrond Checks	1142	95	95	95	95	95	95	95	95	95	95	95	95	95	1142	1142
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Administrative Services	**174572**	**14548**	**14548**	**14548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$ 14,548**	**$174,572**	**$ 174,572**

OPERATIONS (50% Federal Funded: 25% State Funded)

	Quantity															
Driver Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Master Budget ~ FY2026		FY 2026 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item		**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2026**
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Full-time Drivers' Wages	1	57527	4794	4794	4794	4794	4794	4794	4794	4794	4794	4794	4794	4794	4794	57527	57527
Salary Taxes		6127	511	511	511	511	511	511	511	511	511	511	511	511	511	6127	6127
Fringe Benefits (Health, 403(b), 401k)		8319	693	693	693	693	693	693	693	693	693	693	693	693	693	8319	8319
Part-time Drivers Wages	3	54948	4579	4579	4579	4579	4579	4579	4579	4579	4579	4579	4579	4579	4579	54948	54948
Salary Taxes		5852	488	488	488	488	488	488	488	488	488	488	488	488	488	5852	5852
Full-time Dispatcher Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Part-time Dispatcher Wages	1	5767	481	481	481	481	481	481	481	481	481	481	481	481	481	5767	5767
Salary Taxes		614	51	51	51	51	51	51	51	51	51	51	51	51	51	614	614
Utility Worker Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Janitor/Vehicle Cleaner Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel, Lube and Oil		6671	556	556	556	556	556	556	556	556	556	556	556	556	556	6671	6671
Other Printed Time Tables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING		**145826**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**12152**	**145826**	145826

VEHICLE/OTHER CAPITAL IMPROVEMENTS (85% Fed/5% State/10% Local Reimbursement)

	Quantity		*add cost to appropriate month(s) of expenses*													
Replacement Buses	0	0													0	0
Expansion Buses	0	0													0	0
Replacement Vans	0	0													0	0
Expansion Vans	0	0													0	0
Cameras	0	0													0	0
Radios	0	0													0	0
Phones/Tablets	0	0													0	0
Computer Equip	0	0													0	0
Planning/Engineering	0	0													0	0
Facility Expansion	0	0													0	0
Facility Maintenance/Updates	0	0													0	0
Bus Stop/Shelters/Benches	0	0													0	0
Other	0	0													0	0
Other	0	0													0	0
Other	0	0													0	0
Other	0	0													0	0
Other	0	0													0	0
Other	0	0													0	0
Total Vehicle Replacement	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Master Budget ~ FY2026	FY 2026 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item	**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2026**
FARE REVENUE																
Fares																
Demand Response	16020	1335	1335	1335	1335	1335	1335	1335	1335	1335	1335	1335	1335	1335	16020	16020
Flexroute	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsored	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL FARES	**16020**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**1335**	**16020**	**16020**
NET PROJECT COST - TOTAL Non-operating + Operating - Fare Revenue																
Net Project Costs	**304379**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**25365**	**304379**	**304379**
STATE AND FEDERAL 5311 REIMBURSEMENT																
Federal Section 5311 Funds	204561	17047	17047	17047	17047	17047	17047	17047	17047	17047	17047	17047	17047	17047	204561	204561
State Funds	49909	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	49909	49909
TOTAL FED/STATE FUNDS	**254470**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**21206**	**254470**	254470
Local Match (Equal State Reimb. + 10% of Veh Cost)	**49909**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**49909**	49909
LOCAL MATCHING FUNDS																
FUNDS AVAILABLE TO USE TOWARDS MATCH NEEDED																
Donations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	49909	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	4159	49909	49909
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Master Budget ~ FY2026	FY 2026 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item	**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2026**
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MATCH Funds Available	**49909**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**4159**	**49909**	49909

Master Budget ~ FY2027		FY 2027 Budget		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	YTD	5311 Grant
Budget Item		**Annual**	**Monthly**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Total**	**FY 2027**
NON-OPERATING SERVICES (80% Federal Funded: 10% State Funded)																	
	Quantity																
Transit Director	1	10000	833	833	833	833	833	833	833	833	833	833	833	833	833	10000	10000
Salary Taxes		1065	89	89	89	89	89	89	89	89	89	89	89	89	89	1065	1065
Fringe Benefits (Health, 403(b), 401k)		40000	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	3333	40000	40000
Supervisor	1	54873	4573	4573	4573	4573	4573	4573	4573	4573	4573	4573	4573	4573	4573	54873	54873
Salary Taxes		5844	487	487	487	487	487	487	487	487	487	487	487	487	487	5844	5844
Fringe Benefits (Health, 403(b), 401k)		32696	2725	2725	2725	2725	2725	2725	2725	2725	2725	2725	2725	2725	2725	32696	32696
Administrative		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing/Planning Staff		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounting Staff		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanic	1	16967	1414	1414	1414	1414	1414	1414	1414	1414	1414	1414	1414	1414	1414	16967	16967
Salary Taxes		1807	151	151	151	151	151	151	151	151	151	151	151	151	151	1807	1807
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Facility																	
Building Lease		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Utilities		3554	296	296	296	296	296	296	296	296	296	296	296	296	296	3554	3554
Building Maintenance		3407	284	284	284	284	284	284	284	284	284	284	284	284	284	3407	3407
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Building Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance																	
Insurance D&O		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyber Insurance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Auto		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Liability		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Umbrella/Excess		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crime Bond	($1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workmans Compensation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance Other		9072	756	756	756	756	756	756	756	756	756	756	756	756	756	9072	9072
Insurance Other		15450	1288	1288	1288	1288	1288	1288	1288	1288	1288	1288	1288	1288	1288	15450	15450
Insurance Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technology Systems																	
Dispatch Software Annual Fee		7410	618	618	618	618	618	618	618	618	618	618	618	618	618	7410	7410
Dispatch Software FlexRoute		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Internet Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Cameras		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT Systems		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Phones (LL & Cell)		1195	100	100	100	100	100	100	100	100	100	100	100	100	100	1195	1195
2-Way Radios		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dispatch Vehicle Hardware		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Software Billing Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technology Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technology Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing/Ads/Promotion																	
Vehicle Graphics	1	1061	88	88	88	88	88	88	88	88	88	88	88	88	88	1061	1061
TV and Radio Marketing		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Printing Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Marketing Services		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Website Development & Maintnenance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Marketing Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contracted Services																	
Accounting Services (Book Keeping and Payroll)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Attorney Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc Other Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Audit/Accounting/Bank Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Vehicles	2060	172	172	172	172	172	172	172	172	172	172	172	172	172	2060	2060
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Contract Maintenance - Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Travel/Conference Fees/Training																
Training (Operations and Administration Staff)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conference Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Instate Travel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Out of State Travel/Manager Training	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Other																
Inhouse Vehicle Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Hearing Notices	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Uniforms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Safety Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FareBoxes and Small Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inhouse Training/Employee Recognition/Workshops	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bus Stop Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Supplies	3092	258	258	258	258	258	258	258	258	258	258	258	258	258	3092	3092
Memberships	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug/Alcohol Testing/Physicals/Backgrond Checks	1176	98	98	98	98	98	98	98	98	98	98	98	98	98	1176	1176
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Administrative Services	**210729**	**17561**	**17561**	**17561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$ 17,561**	**$210,729**	**$ 210,729**

OPERATIONS (50% Federal Funded: 25% State Funded)

	Quantity															
Driver Supervisors		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Full-time Drivers' Wages	1	59253	4938	4938	4938	4938	4938	4938	4938	4938	4938	4938	4938	4938	59253	59253
Salary Taxes		6310	526	526	526	526	526	526	526	526	526	526	526	526	6310	6310
Fringe Benefits (Health, 403(b), 401k)		8569	714	714	714	714	714	714	714	714	714	714	714	714	8569	8569
Part-time Drivers Wages	3	56597	4716	4716	4716	4716	4716	4716	4716	4716	4716	4716	4716	4716	56597	56597
Salary Taxes		6028	502	502	502	502	502	502	502	502	502	502	502	502	6028	6028
Full-time Dispatcher Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Part-time Dispatcher Wages	1	5940	495	495	495	495	495	495	495	495	495	495	495	495	5940	5940
Salary Taxes		633	53	53	53	53	53	53	53	53	53	53	53	53	633	633
Utility Worker Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Janitor/Vehicle Cleaner Wages		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Salary Taxes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fringe Benefits (Health, 403(b), 401k)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fuel, Lube and Oil		6871	573	573	573	573	573	573	573	573	573	573	573	573	6871	6871
Other Printed Time Tables		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING		**150201**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**12517**	**150201**	150201

VEHICLE/OTHER CAPITAL IMPROVEMENTS (85% Fed/5% State/10% Local Reimbursement)

	Quantity															
				add cost to appropriate month(s) of expenses												
Replacement Buses	1	109273	0												109273	109273
Expansion Buses		0	0												0	0
Replacement Vans		0	0												0	0
Expansion Vans		0	0												0	0
Cameras		0	0												0	0
Radios		0	0												0	0
Phones/Tablets		0	0												0	0
Computer Equip		0	0												0	0
Planning/Engineering		0	0												0	0
Facility Expansion		0	0												0	0
Facility Maintenance/Updates		0	0												0	0
Bus Stop/Shelters/Benches		0	0												0	0
Other		0	0												0	0
Other		0	0												0	0
Other		0	0												0	0
Other		0	0												0	0
Other		0	0												0	0
Other		0	0												0	0
Total Vehicle Replacement		**109273**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**109273**	**109273**

FARE REVENUE

Fares																
Demand Response	16500	1375	1375	1375	1375	1375	1375	1375	1375	1375	1375	1375	1375	1375	16500	16500
Flexroute	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsored	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL FARES	**16500**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**1375**	**16500**	**16500**

NET PROJECT COST - TOTAL Non-operating + Operating - Fare Revenue

Net Project Costs	**453703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**28703**	**453703**	**453703**

STATE AND FEDERAL 5311 REIMBURSEMENT

Federal Section 5311 Funds	328316	27360	27360	27360	27360	27360	27360	27360	27360	27360	27360	27360	27360	27360	328316	328316
State Funds	59962	4997	4997	4997	4997	4997	4997	4997	4997	4997	4997	4997	4997	4997	59962	59962
TOTAL FED/STATE FUNDS	**388278**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**32356**	**388278**	388278
Local Match (Equal State Reimb. + 10% of Veh Cost)	**70889**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**5907**	**70889**	70889

LOCAL MATCHING FUNDS

FUNDS AVAILABLE TO USE TOWARDS MATCH NEEDED																
Donations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	78635	6553	6553	6553	6553	6553	6553	6553	6553	6553	6553	6553	6553	6553	78635	78635
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foundation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MATCH Funds Available	**78635**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**6553**	**78635**	78635

14.D.Resolution No. R25-45 awarding bid to C-R Menn Concrete LLC in the amount of $153,424.10 for 11th Street Sidewalk Improvements CDBG 23-DRT-003. CIP #24-05

RESOLUTION NO. R25-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDING A CONTRACT TO C-R MENN CONCRETE, LLC IN THE AMOUNT OF $153,424.10 FOR 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003.

WHEREAS, the City of Columbus received bids for 11th Street Sidewalk Improvements Community Development Block Grant (CDBG) 23-DTR-003 on March 4, 2025, with C-R Menn Concrete LLC submitting the lowest bid in the amount of $153,424.10, as detailed in the bid tabulation; and

WHEREAS, subsequent to the bid opening city staff reviewed the Community Development Block Grant (CDBG) project with the Northeast Nebraska Development District in regards to federal Housing and Urban Development regulations and CDBG reporting requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the contract with C-R Menn Concrete LLC in the amount of $153,424.10 for 11th Street Sidewalk Improvements CDBG 23-DTR-003 be accepted and the mayor be authorized to sign contracts and change order for this project.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

The City of Columbus

M E M O R A N D U M

DATE: March 11, 2025

FROM : Richard J. Bogus, City Engineer

TO: Tara Vasicek, City Administrator

RE: 11th Street Sidewalk Improvements CDBG 23-DTR-003

RECOMMENDATION:

I recommend award of the Base Bid for the CDBG-23-DTR-003, 11th Street Sidewalk Improvements project to C-R Menn Concrete LLC in the total amount of $153,424.10.

DISCUSSION:

Three bids were received and a Bid Tabulation sheet is attached. The engineer's estimate of cost was $250,000.

The project is Community Development Block Grant (CDBG) 23-DTR-003 which is administered and assisted by Northeast Nebraska Development District (NENDD). The project consists of sidewalk replacement, pedestrian nodes, parking replacement, water service replacement, storm sewer extension and planters on south side of 11th Street between 23rd and 24th Avenues and on the west side of 23rd Avenue from 11th Street south one-half back to and including the alley return.

NENDD will provide wage interviews and oversee grant requirements assisting the Engineering Department. The project will need to meet federal Housing and Urban Development regulations and requirements.

The project is scheduled to start in early April with completion in July 2025. The end of the CDBG grant period is May 14, 2026.

Design and construction observation services by the Engineering Department.

FISCAL IMPACT:

CIP 24-005 in the amount of $400,000; however, the amount of $200,000 is available for this project. The city has a required $50,000 match for this sidewalk project. Design and observation by the Engineering Department results in savings of engineering consultant fees in the amount of $20,000 to $30,000.

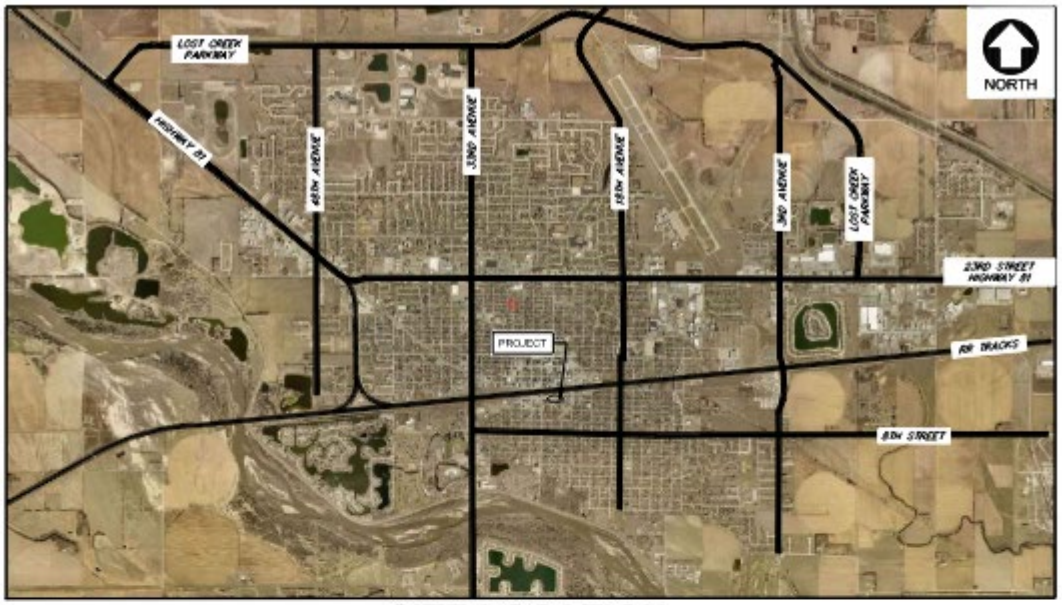
ALTERNATIVE:

Do not approve. However, the grant amount may then need to be forfeited.

SIGNATURE:

By: Richard J. Bogus

Approved By:



SITE LOCATION

SITE INDEX
PROJECT: 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003



ENLARGED SITE PLAN

CITY OF COLUMBUS
BID TABULATION
11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003
BID OPENING: MARCH 4, 2025 AT 2:00 P.M.

	C-R Menn Concrete, LLC **325 W Co Rd T** **Fremont, NE 68025**	A Plus Contracting, LLC 705 S. Maltby Ave. Sutton, NE 68979	Gehring Construction & Ready Mix Co., Inc. 5424 West Meadow Dr. Columbus, NE 68601
	Bid Bond: X	Bid Bond: X	Bid Bond: X
ADDENDUM(S) ACKNOWLEDGED	**X**	X	X
CERTIFICATION OF BIDDER REGARDING SECTION 3 & SEGREGATED FACILITIES	**X**	X	X
Description	**Unit Price**	**Unit Price**	**Unit Price**
Base Bid Project A	**153,424.10**	162,340.00	211,758.00
Total Base Projects A	**153,424.10**	162,340.00	211,758.00

PROJECT A START DATE	**April 1, 2025**	July 1, 2025	July 14, 2025
SUBSTANTIAL COMPLETION DATE	**June 30, 2025**	September 8, 2025	September 8, 2025
FINAL COMPLETION DATE	**July 15, 2025**	September 15, 2025	September 15, 2025

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**