

City Council Regular Meeting  
Monday, April 7, 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](http://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 in-state location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

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

**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 17, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
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A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on March 17, 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 Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Engineer Rick Bogus, Interim Police Chief Bret Strecker, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, Project Engineer Braden Labenz, Communications Manager Matt Lindberg, Assistant City Clerk Linda Nickeson, and Account/Human Resource Clerk Karen Bomberger.
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 Bahr. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
  - 4.A. **Minutes of March 3, 2025, City Council meeting.**
  - 4.B. **Minutes of March 3, 2025, Community Development Agency meeting.**
  - 4.C. **Reappointment of Troy Loeffelholz to Civil Service Commission for five-year term.**
  - 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.)** Resolution No. R25-39 is entitled: 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.

**4.E. Resolution No. R25-40 authorizing payment of various improvement projects.** Resolution No. R25-40 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: BIERMAN CONTRACTING, INC., CENTENNIAL PARK RESTROOM AND CONCESSION, \$21,653.10.

**4.F. Finance department report.**

**4.G. Payroll and bills on file.** B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pynt; R=Rfnd; RT=Rent; S=Srcv & Supp; T=Trng; 3/28/25 payroll 859,644.05; 911 Cstm 3,618.00 S; A to Z Msgng 135.00 S; Ace Hdwr 772.19 S; V Adame 104.54 E; Adv Auto 19.00 S; Aqua-Pure 6,465.75 S; Arnold Mtr Sup 961.94 S; Auxiant 82,118.07 I; Awards & Eng 300.00 S; Baird Holm 1,900.00 S; Barco Mun Prod 1,019.40 S; Behlen Twng 1,200.00 S; Bierman Cntrctng 21,653.10 CP; Black Hills 6,862.70 S; Blckstn Pub 144.73 S; Casey's Mail Serv 5,098.70 S; CDW Gov 2,224.40 S; CCC 300.00 S; S Choat 107.80 E; City of Col 4,107.67 S; City of Schylr 700.00 P; Club Prpht 517.00 S; Col Chamber 8,000.00 P; CCH 3,358.50 S; Col Crdt Serv 90.17 S; Col Cstm Emb 82.00 S; Col Fam Rsrc Ctr 11,594.12 RT; Col Plmbng 72.00 S; Cmmnwth Elec 1,141.28 S; Core & Main 24,632.01 S; Crnhskr Pwr 492.09 S; Crown Plz 929.70 S; Culligan 144.50 S; Demco 242.97 S; D Dunbar 9,674.83 P; Eakes 1,147.08 S; Ecolab 109.20 S; Elect Pump 4,041.55 S; Elctrc'l Eng 66.90 S; Elctrcn Eng 969.95 CP; Engrnd Cntrls 548.00 S; Fifth Season 1,545.31 S; First Natl Bnk of Omaha 23,200.76 S; Frontier 2,042.26 S; G.I. Trlr 6,135.33 S; Galls 383.83 S; Gehring Const 76.50 S; Golfnow 196.96 S; D Gomez 22.42 E; Grt Plns Bldg Sup 17.81 S; Grt Plns Comm 1,562.47 S; Grt Plns Unfrms 699.95 S; Gunslingers 453.64 S; Hawkins 4,292.14 S; HD Spplly 201.81 S; HDR 30,696.06 CP; Hrtlnd Ntrl Gas 16,532.77 S; Hrtlnd Offc Clnrs 520.00 S; Hobby Lobby 42.62 S; Hldy Otdr Decor 9,763.00 S; Hmtwn Lsng 130.21 S; M Howerter MD 1,294.00 S; Hstlr Turf Equip 16,919.00 CP; Hy-Vee 19.96 S; IAPMO 637.50 M; Ingram Lbry 2,832.53 S; Jackson Serv 1,994.33 S; John Deere Fin 99.44 S; Jones Grp 40.00 S; Kelly Sup 606.85 S; Language Ln Serv 219.34 S; LARM 918.89 S; League of NE Mun 33.00 T; Lncin Wnwtr 6,500.98 S; Loup 101,542.27 S; Mailbox 231.37 S; Matheson-Linweld 65.43 S; Menards 1,123.49 S; MARC 688.00 S; Mdwst Lab 73.25 S; Mdwst Tape 626.02 S; Mike's Twng 1,050.00 S; Napa Auto 1,382.19 S; NDEE 150.00 T; NE Law Enf 39.90 T; NE Mun Fire Chfs 660.00 M; NE State Fire Mrshl 36.00 S; NE State Ptrl 1,650.00 S; Newman Sgns 432.43 S NFPI Trng 1,880.00 T; NE NE Econ Dev 225.00 G; NE NE Slid Wste 46,226.49 S; NoSwett Fncng 26,945.00 CP; NWEA 550.00 T; Occ Health

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3,521.00 S; Olson Pest 483.00 S; One Call 171.92 S; One Src 95.00 S; O'Reilly 320.80 S; Paper Tiger 35.00 S; Pete Lien 7,034.69 S; Petty Cash 157.52 S; Platte Cnty 4,062.00 S; Platte Cnty Reg of Deeds 60.00 S; Platte Villy Comm 261.25 S; Playaway Prod 54.99 S; N Porter 20.22 E; Prestox 134.24 S; Provantage Acctng 8,947.00 S; Quadiant 1,000.00 S; QMC 6,289.11 S; Road Bldrs 18,000.00 CP; P Roth 149.58 E; PR Donnelley 153.17 S; Rutts Htng & Air 1,470.32 S; RVW 364.00 CP; Sapp Bros 34,610.90 S; Schaeffer Mfg 1,323.00 S; Schieffer Sgns 1,065.00 CP; R Schilling 107.80 E; Schwing Bioiset 869.10 S; Security Equip 21,916.16 CP; Srvcstr by Shvln 2,559.00 S; Shvln Sup 703.08 S; Sipple Hansen 5,276.20 S; Sirius 4,800.00 S; Starguard 463.50 S; State Dept of Rev 50,278.00 P; Stericycle 760.57 S; Stryker SlS 249.60 S; Spr Svr 139.55 S; Sysco 8,331.36 S; T-Bone 80.48 S; The Glf Shp 294.99 S; T Bassett 200.00 S; Tire Outlet 2,572.28 S; Titan Mach 1,176.14 S; TK Elevator 256.76 S; Tooley Drg 18.99 S; Tractor Sup 518.89 S; Truck Ctr 1,688.30 S; TY's Outdoor Pwr 775.28 S; C Van Dyke 175.00 S; T Vasicek 119.17 E; Verizon 61.83 S; Verizon Wrls 2,683.87 S; C Wagner 48.00 S; Wst Conn 628.66 S. Total \$1,581,055.67.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Proclamation declaring March 2025 as National Athletic Training Month.** Bulkley read the proclamation and expressed appreciation for athletic trainers and their valuable contributions to Columbus and the surrounding areas. Rob Marshall, director of athletic training for Columbus Community Hospital, accepted the proclamation and stated that after serving Columbus High School for 27 years he now manages the athletic trainers for all the area schools.

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.** No public testimony was heard. The public hearing closed 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". A recommendation was made to the Nebraska Liquor Control Commission to approve the application from City of Columbus Nebraska for a retail Class I liquor license and Douglas Dunbar as manager 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".

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.)** Tom Jackson, on behalf of the Cottonwood Heights redevelopment project, stated that plans are to develop a large residential area to support highly needed rural workforce housing. The construction of approximately 575 units will include single-family and multi-family homes as well as apartment complexes. An additional 500,000 square foot commercial area

could potentially house include convenience, fast food restaurant, medical clinic, or daycare center. Vasicek confirmed that access to the area will be on the north and south ends of the property. The public hearing closed with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**7.B.1. Resolution No. R25-41 approving redevelopment plan.** Resolution No. R25-41 entitled: 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" was adopted with a motion by Palensky and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**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.** The Public Finance, Judiciary, and Personnel Committee recommended approval. Lindsley explained that Tim Lens of BerganKDV gave a clean opinion for this year's audit and clarified that the city qualified for a single audit due to receiving more than \$750,000 in federal money. Hiemer pointed out that Lens ranks the City of Columbus in the top half of its peers due to qualified staff that understand requirements and procedures, providing for a smooth audit. The report was adopted with a motion by Hiemer and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**11. REPORTS OF SPECIAL COMMITTEES:** None

**12. REPORTS ON LEGISLATION:** None

**13. NEW BUSINESS:**

**13.A. Appointment of Renee Whiting to Employee Retirement Committee for two-year term.** The mayor's appointment of Renee Whiting to the Employee Retirement Committee was ratified 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".

**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.** Vasicek confirmed that the State of Nebraska will fund ninety percent of the cost with the city funding ten percent. The quote from Foxter Opco LLC for the software update was approved 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 Obrist & Co., Inc. in the amount of \$29,775 for storm sewer cleaning service. CIP #21-96.** The quote from Obrist & Co., Inc. for storm sewer cleaning was approved with a motion by Jablonski and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.D. Comments from mayor and city council members.** Bulkley welcomed Vasicek back from Washington, D.C. where she testified before the Housing and Insurance Subcommittee and noted that it was a great honor to have her represent Columbus. Congressman Mike Flood will host a town hall meeting on Tuesday, March 18, from 5 to 6 p.m. at the Columbus High School Auditorium.

**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 entitled: 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 was adopted with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**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.)** Vasicek noted that the lease allows for installation of a fuel tank. Resolution No. R25-43 entitled: 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 was adopted with a motion by Roth and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**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.** Resolution No. R25-44 entitled: 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 was adopted with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

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- 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 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED A CONTRACT TO C-R MENN CONCRETE, LLC IN THE AMOUNT OF \$153,424.10 FOR 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003. was adopted with a motion by Schilling and a second by Hiemer. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:** None
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 6:23 p.m.

Presented and approved this 7th day of April 2025.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Resolution No. R25-47 authorizing payment of various improvement projects.

**RESOLUTION NO. R25-47**

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, \$116,925.00; NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$2,700.00; NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$141,510.40.

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:

Gehring Construction		
Ready Mix Co., Inc.	Pave & Infrastructure Vitality Village SD & Comm Bldg S Parking Lot	\$ 116,925.00
Nemaha Sports Construction, LLC	Pawnee Park Turf Project	\$ 2,700.00
Nemaha Sports Construction, LLC	Pawnee Park Turf Project	\$ 141,510.40

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.

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MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



# Contractor's Application and Certificate of Payment

100-100-57200-24041 - 116,925.00

Contractor's Application for Payment No: 14	
Application Period: (From - to) 2/18/25 to 3/25/25	
To: City of Columbus (Owner)	From (Contractor): GEHRING CONSTRUCTION & READY MIX CO., INC. Contractor's Project No.:
Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT	Via ( Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: SEE PROJECT SECTIONS	

## Application For Payment

### Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO3	\$ 3,850.00	
FO4	\$ 17,925.00	
TOTALS	\$ 21,775.00	\$ -
NET CHANGE	\$ 21,775.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 2,115,811.00
2. Net change by Field Order and Change Orders.....	\$ 21,775.00
3. Current Contract Price (Line 1 + 2).....	\$ 2,137,586.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 2,095,145.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$ 106,879.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 1,988,265.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,871,340.70
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 116,925.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$ 149,320.30

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

### Contractor's Certification

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

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

By: *Stephen Anderson* Date: *3-25-25*

Printed/Typed Name: Stephen Anderson

Payment of:

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

is recommended by:

\_\_\_\_\_  
(Consulting Engineer/Architect)

\_\_\_\_\_  
(Date)

Payment of:

\$ 116,925.00

is approved by:

*Richard J. Bogue*  
\_\_\_\_\_  
(City Engineer)

3-31-2025  
\_\_\_\_\_  
(Date)

Approved by:

\_\_\_\_\_  
Funding Agency (if applicable)

\_\_\_\_\_  
(Date)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT				Contractor's Pay Application: 14							
Application Period: (From - To) 2/18/25 to 3/25/25											
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
<b>PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING &amp; STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)</b>											
1	Mobilization	JOB	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		\$ 40,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Remove Paving - Including Sawing	SY	675	\$ 15.00	\$ 10,125.00	831	\$ 12,465.00		\$ 12,465.00	123	\$ (2,340.00)
4	Remove Inlet	EA	2	\$ 800.00	\$ 1,600.00		\$ -		\$ -	0	\$ 1,600.00
5	Clearing and Grubbing	JOB	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ 25,000.00	100	\$ -
6	Remove Trees 12" to 24" Diameter	EA	103	\$ 275.00	\$ 28,325.00	103	\$ 28,325.00		\$ 28,325.00	100	\$ -
7	Remove Trees 24" Diameter and Greater	EA	92	\$ 475.00	\$ 43,700.00	92	\$ 43,700.00		\$ 43,700.00	100	\$ -
8	Demolition of Structures & Remove Foundations	JOB	1	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00		\$ 45,000.00	100	\$ -
9	9" P.C. Concrete NDOT Type 47B-3500	SY	265	\$ 70.00	\$ 18,550.00	259	\$ 18,130.00	-	\$ 18,130.00	98	\$ 420.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	\$ 54.00	\$ 477,360.00	8,773	\$ 473,742.00	-	\$ 473,742.00	99	\$ 3,618.00
11	6" P.C. Concrete Trail NDOT Type 47B-3500	SY	2,209	\$ 54.00	\$ 119,286.00	2,120	\$ 114,480.00	-	\$ 114,480.00	96	\$ 4,806.00
12	6" P.C. Concrete Stamped and Colored NDOT Type 47B-3500	SY	210	\$ 100.00	\$ 21,000.00	185	\$ 18,500.00	-	\$ 18,500.00	88	\$ 2,500.00
13	4" P.C. Concrete Sidewalk NDOT Type 47B-3500	SY	123	\$ 65.00	\$ 7,995.00	148	\$ 9,620.00	-	\$ 9,620.00	120	\$ (1,625.00)
14	Construct 1.5' Concrete Header	LF	66	\$ 15.00	\$ 990.00		\$ -		\$ -	0	\$ 990.00
15	ADA Handicap Ramp Retractable Warning Panel	SF	260	\$ 40.00	\$ 10,400.00	316	\$ 12,640.00	-	\$ 12,640.00	122	\$ (2,240.00)
16	Stop Sign on Telespar Posts	EA	2	\$ 275.00	\$ 550.00	2	\$ 550.00	-	\$ 550.00	100	\$ -
17	Remove & Reset Sign	EA	1	\$ 500.00	\$ 500.00	2	\$ 1,000.00		\$ 1,000.00	200	\$ (500.00)
18	Earthwork, Excavation, and Embankment	JOB	1	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00		\$ 75,000.00	100	\$ -
19	Final Grading, Backfills, and Shaping	JOB	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		\$ 40,000.00	100	\$ -
20	Seeding Drilling	Acres	11	\$ 3,300.00	\$ 35,640.00		\$ -		\$ -	0	\$ 35,640.00
21	Sodding	SF	500	\$ 2.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
22	Hydroseeding	Acres	0.30	\$ 6,850.00	\$ 2,055.00		\$ -		\$ -	0	\$ 2,055.00
23	Erosion Control Matting	SF	13,800	\$ 1.52	\$ 20,976.00		\$ -		\$ -	0	\$ 20,976.00
24	Install, Maintain, Remove Silt Fence	LF	4,630	\$ 3.00	\$ 13,890.00	5,291	\$ 15,873.00		\$ 15,873.00	114	\$ (1,983.00)
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
26	Install, Maintain, Remove, Straw Waddle, Around Area	EA	22	\$ 250.00	\$ 5,500.00		\$ -		\$ -	0	\$ 5,500.00
27	Install, Maintain, Remove Inlet, Protection Around Open Throat Inlets	EA	12	\$ 250.00	\$ 3,000.00	10	\$ 2,500.00		\$ 2,500.00	83	\$ 500.00
28	Install, Maintain, Remove, Construction Entrance	JOB	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ 7,500.00	100	\$ -
29	Storm Sewer Junction Box	EA	1	\$ 4,725.00	\$ 4,725.00	6	\$ 28,350.00		\$ 28,350.00	600	\$ (23,625.00)
30	6' Open Throat Inlet	EA	10	\$ 4,935.00	\$ 49,350.00	10	\$ 49,350.00		\$ 49,350.00	100	\$ -
31	Drive Over Grate Inlet	EA	2	\$ 4,620.00	\$ 9,240.00	1	\$ 4,620.00	-	\$ 4,620.00	50	\$ 4,620.00

A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Bid Item No.	Description	Unit of Measure									
32	Area Inlet	EA	22	\$ 3,833.00	\$ 84,326.00	22	\$ 84,326.00		\$ 84,326.00	100	\$ -
33	18" Flared End Section	EA	1	\$ 788.00	\$ 788.00	1	\$ 788.00	-	\$ 788.00	100	\$ -
34	15" Flared End Section	EA	2	\$ 630.00	\$ 1,260.00	2	\$ 1,260.00	-	\$ 1,260.00	100	\$ -
35	18" RCP Class III Storm Sewer Pipe	LF	39	\$ 53.00	\$ 2,067.00	39	\$ 2,067.00	-	\$ 2,067.00	100	\$ -
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	\$ 45.00	\$ 6,840.00	152	\$ 6,840.00	-	\$ 6,840.00	100	\$ -
37	15" RCP Class III Storm Sewer Pipe	LF	740	\$ 46.00	\$ 34,040.00	740	\$ 34,040.00	-	\$ 34,040.00	100	\$ -
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	\$ 39.00	\$ 25,155.00	645	\$ 25,155.00	-	\$ 25,155.00	100	\$ -
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	\$ 36.00	\$ 11,196.00	311	\$ 11,196.00	-	\$ 11,196.00	100	\$ -
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	\$ 38.00	\$ 69,616.00	1,832	\$ 69,616.00	-	\$ 69,616.00	100	\$ -
41	Over excavation and Crushed Concrete	TON	500	\$ 75.00	\$ 37,500.00		\$ -		\$ -	0	\$ 37,500.00
42	French Drain in STF	EA	3	\$ 3,045.00	\$ 9,135.00	3	\$ 9,135.00		\$ 9,135.00	100	\$ -
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	-	\$ 3,850.00	\$ -	1	\$ 3,850.00		\$ 3,850.00	100	\$ (3,850.00)
FO4	Abandon Well and French Drain Revisions	LS	-	\$ 17,925.00	\$ -	1	\$ 17,925.00		\$ 17,925.00	100	\$ (17,925.00)
<b>PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)</b>					<b>\$ 1,404,180.00</b>		<b>\$ 1,336,543.00</b>	<b>\$ -</b>	<b>\$ 1,336,543.00</b>		<b>\$ 67,637.00</b>
<b>PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)</b>											
1	Sanitary Sewer Manhole	VF	66	\$ 510.00	\$ 33,660.00	85	\$ 43,350.00		\$ 43,350.00	129	\$ (9,690.00)
2	Connect to Existing Manhole	EA	2	\$ 945.00	\$ 1,890.00	2	\$ 1,890.00		\$ 1,890.00	100	\$ -
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	\$ 36.00	\$ 70,956.00	2,121	\$ 76,356.00		\$ 76,356.00	108	\$ (5,400.00)
4	8" PVC Restrained Joint Sewer Main	LF	90	\$ 69.00	\$ 6,210.00	160	\$ 11,040.00		\$ 11,040.00	178	\$ (4,830.00)
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	\$ 28.00	\$ 7,420.00	294	\$ 8,232.00		\$ 8,232.00	111	\$ (812.00)
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	\$ 26.00	\$ 21,138.00	824	\$ 21,424.00		\$ 21,424.00	101	\$ (286.00)
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	\$ 263.00	\$ 5,786.00	23	\$ 6,049.00		\$ 6,049.00	105	\$ (263.00)
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	\$ 342.00	\$ 2,052.00	7	\$ 2,394.00		\$ 2,394.00	117	\$ (342.00)
9	8" Plug	EA	1	\$ 158.00	\$ 158.00	1	\$ 158.00		\$ 158.00	100	\$ -
10	Testing	JOB	1	\$ 1,260.00	\$ 1,260.00	1	\$ 1,260.00		\$ 1,260.00	100	\$ -
11	Directional Bore 8th Street	LF	90	\$ 121.00	\$ 10,890.00	160	\$ 19,360.00		\$ 19,360.00	178	\$ (8,470.00)
<b>PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)</b>					<b>\$ 161,420.00</b>		<b>\$ 191,513.00</b>	<b>\$ -</b>	<b>\$ 191,513.00</b>		<b>\$ (30,093.00)</b>
<b>PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)</b>											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	\$ 36.00	\$ 93,240.00	2,590	\$ 93,240.00		\$ 93,240.00	100	\$ -
2	6" Tapping Tee	EA	3	\$ 1,680.00	\$ 5,040.00	3	\$ 5,040.00		\$ 5,040.00	100	\$ -
3	6" Tee	EA	11	\$ 378.00	\$ 4,158.00	11	\$ 4,158.00		\$ 4,158.00	100	\$ -
4	6" 90° Bend	EA	3	\$ 305.00	\$ 915.00	5	\$ 1,525.00		\$ 1,525.00	167	\$ (610.00)
5	6" Gate Valve with Roadway Box	EA	17	\$ 1,470.00	\$ 24,990.00	17	\$ 24,990.00		\$ 24,990.00	100	\$ -
6	6" Fire Hydrant	EA	7	\$ 5,040.00	\$ 35,280.00	8	\$ 40,320.00		\$ 40,320.00	114	\$ (5,040.00)
7	6" Plug	EA	2	\$ 105.00	\$ 210.00	2	\$ 210.00		\$ 210.00	100	\$ -
8	1" PE SDR 7 Water Service Line	LF	712	\$ 17.00	\$ 12,104.00	970	\$ 16,490.00		\$ 16,490.00	136	\$ (4,386.00)
9	1" Corporation Stop with Service Saddle	EA	22	\$ 289.00	\$ 6,358.00	23	\$ 6,647.00		\$ 6,647.00	105	\$ (289.00)
10	1" Curb Stop with Roadway Box	EA	22	\$ 363.00	\$ 7,986.00	23	\$ 8,349.00		\$ 8,349.00	105	\$ (363.00)
11	2" PE SDR 7 Water Service Saddle	LF	101	\$ 21.00	\$ 2,121.00	256	\$ 5,376.00		\$ 5,376.00	253	\$ (3,255.00)
12	2" Corporation Stop with Service Saddle	LF	6	\$ 578.00	\$ 3,468.00	7	\$ 4,046.00		\$ 4,046.00	117	\$ (578.00)
13	2" Curb Stop with Service Saddle	EA	6	\$ 630.00	\$ 3,780.00	7	\$ 4,410.00		\$ 4,410.00	117	\$ (630.00)
14	Adjust Water Valve to Grade	EA	4	\$ 210.00	\$ 840.00	9	\$ 1,890.00		\$ 1,890.00	225	\$ (1,050.00)
15	Remove and Reset Hydrant North Side of Trail	EA	3	\$ 1,155.00	\$ 3,465.00	4	\$ 4,620.00		\$ 4,620.00	133	\$ (1,155.00)
16	Testing and Disinfection	JOB	1	\$ 788.00	\$ 788.00	1	\$ 788.00		\$ 788.00	100	\$ -

PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)					\$ 204,743.00		\$ 222,099.00	\$ -	\$ 222,099.00		\$ (17,356.00)
A			B	C	D	E	F	G	H		I
Item											
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
<b>PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)</b>											
1	Mobilization	JOB	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00		\$ 20,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Curb or Grate Inlet Filter BMP	EA	7	\$ 300.00	\$ 2,100.00	7	\$ 2,100.00		\$ 2,100.00	100	\$ -
4	Remove Paving, Including Sawing	SY	2,943	\$ 12.00	\$ 35,316.00	3,139	\$ 37,668.00		\$ 37,668.00	107	\$ (2,352.00)
5	Remove Storm Sewer	LF	88	\$ 15.00	\$ 1,320.00	88	\$ 1,320.00		\$ 1,320.00	100	\$ -
6	Remove Storm Sewer Junction Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
7	Remove Grate Inlet Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
8	8" P.C. Concrete Street Paving, Type 47B-3500	NDOT SY	544	\$ 65.00	\$ 35,360.00	645	\$ 41,925.00		\$ 41,925.00	119	\$ (6,565.00)
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	\$ 62.00	\$ 134,292.00	2,166	\$ 134,292.00		\$ 134,292.00	100	\$ -
10	7" P.C. Concrete Island Paving with thickened edges, NDOT Type 47B-3500	SY	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00		\$ 2,000.00	100	\$ -
11	6" P.C. Concrete Sleeper Pad, NDOT Type 47B-3500 (Rock)	SY	12	\$ 75.00	\$ 900.00	12	\$ 900.00		\$ 900.00	100	\$ -
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	\$ 65.00	\$ 5,330.00	334	\$ 21,710.00		\$ 21,710.00	407	\$ (16,380.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	\$ 63.00	\$ 2,079.00	33	\$ 2,079.00		\$ 2,079.00	100	\$ -
14	12" HDPE Storm Sewer	LF	99	\$ 48.00	\$ 4,752.00	99	\$ 4,752.00		\$ 4,752.00	100	\$ -
15	12" HDPE Perforated Storm Sewer Wrap and Base	LF	103	\$ 53.00	\$ 5,459.00	103	\$ 5,459.00		\$ 5,459.00	100	\$ -
16	Storm Sewer Junction Box	EA	4	\$ 5,250.00	\$ 21,000.00	4	\$ 21,000.00		\$ 21,000.00	100	\$ -
17	Combination Inlet	EA	1	\$ 5,250.00	\$ 5,250.00	1	\$ 5,250.00		\$ 5,250.00	100	\$ -
18	Grate Inlet	EA	1	\$ 4,410.00	\$ 4,410.00	1	\$ 4,410.00		\$ 4,410.00	100	\$ -
19	Beehive Inlet with Vertical Pipe	EA	4	\$ 1,575.00	\$ 6,300.00	4	\$ 6,300.00		\$ 6,300.00	100	\$ -
20	Adjust Water Valve to Grade	EA	1	\$ 250.00	\$ 250.00	2	\$ 500.00		\$ 500.00	200	\$ (250.00)
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	\$ 400.00	\$ 800.00	2	\$ 800.00	-	\$ 800.00	100	\$ -
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00	-	\$ 700.00	100	\$ -
23	Handicap Parking Sign on Telespar Post	EA	1	\$ 300.00	\$ 300.00		\$ -		\$ -	0	\$ 300.00
24	Handicap Parking with Van Accessible Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
25	Public Parking Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
26	Remove and Reset Sign with Telespar Post	EA	1	\$ 300.00	\$ 300.00	5	\$ 1,500.00		\$ 1,500.00	500	\$ (1,200.00)
27	Remove and Salvage Sign with Post	EA	1	\$ 200.00	\$ 200.00	1	\$ 200.00		\$ 200.00	100	\$ -
28	Amended Topsoil in Island	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
29	Over excavation and Crushed Concrete	TON	300	\$ 75.00	\$ 22,500.00	45	\$ 3,375.00		\$ 3,375.00	15	\$ 19,125.00
30	30" Diameter Light Pole Base	EA	2	\$ 1,600.00	\$ 3,200.00	2	\$ 3,200.00		\$ 3,200.00	100	\$ -
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	\$ 7,100.00	\$ 21,300.00	2	\$ 14,200.00		\$ 14,200.00	67	\$ 7,100.00
32	1" PVC Conduit with Pull String	LF	140	\$ 5.00	\$ 700.00	140	\$ 700.00		\$ 700.00	100	\$ -
33	1" PVC Conduit with Electrical Wiring	LF	70	\$ 5.00	\$ 350.00	70	\$ 350.00		\$ 350.00	100	\$ -
34	Electrical Pull Box	EA	1	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ 100.00	100	\$ -
<b>PROJECT B: TOTAL (ITEMS 1 - 34)</b>					<b>\$ 345,468.00</b>		<b>\$ 344,990.00</b>	<b>\$ -</b>	<b>\$ 344,990.00</b>		<b>\$ 478.00</b>
<b>GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B</b>					<b>\$ 2,115,811.00</b>		<b>\$ 2,095,145.00</b>	<b>\$ -</b>	<b>\$ 2,095,145.00</b>		<b>\$ 20,666.00</b>

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Columbus  
2424 S 14th Street  
Columbus, NE 68602-167

**PROJECT:** Columbus Pawnee Park Baseball

**APPLICATION NO:** 6  
**PERIOD TO:** 3/31/2025

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**100-150-57200-23016 - 2,700.00**

**FROM (CONTRACTOR):** Nemaha Sports Construction LLC  
541 S 1st ST  
Lincoln, NE 68508

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Pawnee Park Baseball Field Conversion

**CONTRACT DATE:** 8/19/2024

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	1,413,000.00
<b>2. Net Change by Change Orders</b> .....	\$	2,102.00
<b>3. CONTRACT SUM TO DATE (Line 1 + 2)</b> .....	\$	1,415,102.00
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	1,415,102.00
<b>5. RETAINAGE:</b>		
a. <u>10.00</u> % of Completed Work	\$	141,510.20
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b) .....	\$	141,510.20
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	1,273,591.80
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate) .....	\$	1,270,891.80
<b>8. CURRENT PAYMENT DUE</b> .....	\$	2,700.00
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	141,510.20

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:** Nemaha Sports Construction LLC  
541 S 1st ST Lincoln, NE 68508

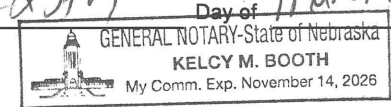
By: [Signature] Date: 3/24/25

State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 25th Day of March 2025

Notary Public: [Signature]  
My Commission Expires: 11/4/24



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** ..... \$ 2,700.00

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

**ARCHITECT:**  
By: Richard J. Bogue Date: 3-31-2025

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,102.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>2,102.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>2,102.00</b>	

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Columbus  
2424 S 14th Street  
Columbus, NE 68602-167

**PROJECT:** Columbus Pawnee Park Baseball

**APPLICATION NO:** 6  
**PERIOD TO:** 3/31/2025

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** Nemaha Sports Construction LLC  
541 S 1st ST  
Lincoln, NE 68508

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Pawnee Park Baseball Field Conversion

**CONTRACT DATE:** 8/19/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
2	Bonds & Insurance	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	1,400.00
3	Survey & Testing	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
4	General Conditions	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
5	SWPPP/Access	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	1,200.00
6	Earthwork	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
7	Laser & Spoils	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
8	Subdrainage	142,000.00	142,000.00	0.00	0.00	142,000.00	100.00	0.00	14,200.00
9	Aggregate Base & Nailer	298,000.00	298,000.00	0.00	0.00	298,000.00	100.00	0.00	29,800.00
10	Curbs	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	6,000.00
11	Mounds/Athletic Equipment	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00	0.00	2,200.00
12	Synthetic Turf	640,000.00	640,000.00	0.00	0.00	640,000.00	100.00	0.00	64,000.00
13	Site Cleaning/Restoration	15,000.00	12,000.00	3,000.00	0.00	15,000.00	100.00	0.00	1,500.00
14	CO: Logo	2,102.00	2,102.00	0.00	0.00	2,102.00	100.00	0.00	210.20
<b>REPORT TOTALS</b>		<b>\$1,415,102.00</b>	<b>\$1,412,102.00</b>	<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$1,415,102.00</b>	<b>100.00</b>	<b>\$0.00</b>	<b>\$141,510.20</b>

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Columbus  
2424 S 14th Street  
Columbus, NE 68602-167

**PROJECT:** Columbus Pawnee Park Baseball

**APPLICATION NO:** 7 Final  
**PERIOD TO:** 3/31/2025

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**100-150-57200-23016 - 141,510.20**

**FROM (CONTRACTOR):** Nemaha Sports Construction LLC  
541 S 1st ST  
Lincoln, NE 68508

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Pawnee Park Baseball Field Conversion

**CONTRACT DATE:** 8/19/2024

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

<b>1. ORIGINAL CONTRACT SUM</b> .....	\$	<u>1,413,000.00</u>
<b>2. Net Change by Change Orders</b> .....	\$	<u>2,102.00</u>
<b>3. CONTRACT SUM TO DATE (Line 1 + 2)</b> .....	\$	<u>1,415,102.00</u>
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> .....	\$	<u>1,415,102.00</u>
<b>5. RETAINAGE:</b>		
a. <u>0.00</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>0.00</u>
<b>6. TOTAL EARNED LESS RETAINAGE</b> .....	\$	<u>1,415,102.00</u>
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate) .....	\$	<u>1,273,591.80</u>
<b>8. CURRENT PAYMENT DUE</b> .....	\$	<u>141,510.20</u>
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	2,102.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>2,102.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>	<b>2,102.00</b>	

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:** Nemaha Sports Construction LLC  
541 S 1st ST Lincoln, NE 68508

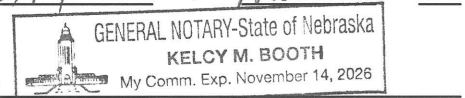
By: [Signature] Date: 3/20/25

State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 25th Day of March 2025

Notary Public: [Signature]  
My Commission Expires: 11-14-26



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED** ..... \$ 141,510.20

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

**ARCHITECT:** [Signature] Date: 3-31-2025

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 Type Document**  
**Application and Certification for Payment**

**TO (OWNER):** City of Columbus  
 2424 S 14th Street  
 Columbus, NE 68602-167

**PROJECT:** Columbus Pawnee Park Baseball

**APPLICATION NO:** 7  
**PERIOD TO:** 3/31/2025

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** Nemaha Sports Construction LLC  
 541 S 1st ST  
 Lincoln, NE 68508

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** Pawnee Park Baseball Field Conversion

**CONTRACT DATE:** 8/19/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
2	Bonds & Insurance	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	0.00
3	Survey & Testing	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
4	General Conditions	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	0.00
5	SWPPP/Access	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	0.00
6	Earthwork	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	0.00
7	Laser & Spoils	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00
8	Subdrainage	142,000.00	142,000.00	0.00	0.00	142,000.00	100.00	0.00	0.00
9	Aggregate Base & Nailer	298,000.00	298,000.00	0.00	0.00	298,000.00	100.00	0.00	0.00
10	Curbs	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	0.00
11	Mounds/Athletic Equipment	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00	0.00	0.00
12	Synthetic Turf	640,000.00	640,000.00	0.00	0.00	640,000.00	100.00	0.00	0.00
13	Site Cleaning/Restoration	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00	0.00	0.00
14	CO: Logo	2,102.00	2,102.00	0.00	0.00	2,102.00	100.00	0.00	0.00
<b>REPORT TOTALS</b>		<b>\$1,415,102.00</b>	<b>\$1,415,102.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,415,102.00</b>	<b>100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

4.C. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
04/08/2025	INVOICE	210455/5	2G BLANK CVR GRAY, 1/2" 3H 2G BOX GRAY	14.98	
04/08/2025	INVOICE	210498/5	COUPLE INSERTS POLY, ADAPTER INSERT, HEX BU:	25.82	
04/08/2025	INVOICE	210516/5	NUTS, BOLTS, SCREWS, DRILL BIT	26.31	
04/08/2025	INVOICE	210547/5	HYDRAULIC OIL, MOLE KILLER	72.97	
04/08/2025	INVOICE	210557/5	FOLDING SAW, TRANSPLANTER, TROWEL	64.97	
04/08/2025	INVOICE	210569/5	DUCT TAPE, TARP	63.96	
04/08/2025	INVOICE	210640/5	RAGS PAPER, GRAFITTI REMOVER	27.98	
04/08/2025	INVOICE	210675/5	FLAG NYLON 4X6'	44.99	
04/08/2025	INVOICE	210704/5	O-RING, WASHER BEVEL, WASHER FLAT	3.40	
04/08/2025	INVOICE	210710/5	COUPLE INSERT, PLUG INSERT, HOSE CLAMP	19.92	
04/08/2025	INVOICE	210722/5	SHOP TOWELS	2.99	
04/08/2025	INVOICE	210739/5	BATTERIES	17.23	
04/08/2025	INVOICE	210738/5	SPRAY PAINT	13.98	
04/08/2025	INVOICE	210775/5	DECK SCREWS, SCREW EYE	37.41	
04/08/2025	INVOICE	210795/5	INSERT ELBOW	2.39	
04/08/2025	INVOICE	210807/5	FAUCET SUPPLY LINE	19.98	
04/08/2025	INVOICE	210834/5	2 - PUSHBROOMS	79.98	
04/08/2025	INVOICE	210841/5	CEILING PAINT	21.98	
04/08/2025	INVOICE	210842/5	DAWN DISH SOAP, PAPER TOWELS	9.77	
			Total:	571.01	
			Net of 19 Invoices / 0 Checks	571.01	
11185	ALLO COMMUNICATONS				
04/08/2025	INVOICE	2034309	TELEPHONE - SOUTH FIRE STATION 03/24 - 04/2:	31.07	
			Total:	31.07	
			Net of 1 Invoices / 0 Checks	31.07	
00133	AMERICAN LEGAL PUBLISHING CORP				
04/08/2025	INVOICE	41348	ORDS LINKED IN CODE - ORDS: 25-03	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
11315	AMERICAN NITRILE OPERATIONS LLC				
04/08/2025	INVOICE	PSINV0001098	X-LARGE GLOVES	80.00	
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
00418	AQUA-CHEM INC				
04/08/2025	INVOICE	00207705	HYPOCHLORITE SOLUTIONS, HYDROCHLORIC ACID	1,499.20	
			Total:	1,499.20	
			Net of 1 Invoices / 0 Checks	1,499.20	
11180	ARMOR EQUIPMENT				
04/08/2025	INVOICE	0062830-IN	4-SEG GUTTER BROOM	1,048.00	
			Total:	1,048.00	
			Net of 1 Invoices / 0 Checks	1,048.00	
10561	ARNOLD MOTOR SUPPLY				
04/08/2025	INVOICE	78NV139953	OIL FILTER, PM 5W20 SYN BLEND	27.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/08/2025	INVOICE	78NV139524	12V HIGH PERF BATTERY	171.87	
04/08/2025	INVOICE	78CR016285	CREDIT - CORE RETURN	(24.00)	
04/08/2025	INVOICE	78NV140863	12V HVY DUTY BATTERY	147.58	
04/08/2025	INVOICE	78NV140719	AIR FILTER	16.34	
04/08/2025	INVOICE	78NV140676	OIL & AIR FILTER	44.96	
04/08/2025	INVOICE	78NV140864	OIL FILTER	14.00	
04/08/2025	INVOICE	78NV140518	CABIN AIR FILTER	91.39	
04/08/2025	INVOICE	78NV140462	AIR, FUEL & F/W SEPARATOR FILTERS	159.00	
04/08/2025	INVOICE	78NV140270	BRK CLEANER, OIL FILTER, PM 5W20 SYN BLEND	33.72	
04/08/2025	INVOICE	78NV141593	PRIME/ORG 50/50 1 GAL	9.37	
Total:				692.17	
Net of 11 Invoices / 0 Checks				692.17	
10663	AUXIANT				
04/08/2025	INVOICE	4032025FLEX	FLEX FUNDING	3,686.43	
04/08/2025	INVOICE	4032025HEALTH	HEALTH FUNDING	20,884.20	
04/08/2025	INVOICE	3272025HEALTH	HEALTH FUNDING	26,432.46	
04/08/2025	INVOICE	3272025FLEX	FLEX FUNDING	1,412.27	
04/08/2025	INVOICE	3202025HEALTH	HEALTH FUNDING	31,434.14	
04/08/2025	INVOICE	3202025FLEX	FLEX FUNDING	2,643.75	
04/08/2025	INVOICE	3.14.2025	STOPLOSS PREMIUM, FEES	59,416.25	
04/08/2025	INVOICE	2.17.2025	STOPLOSS PREMIUM, FEES	59,810.21	
Total:				205,719.71	
Net of 8 Invoices / 0 Checks				205,719.71	
11183	BAUER BUILT TIRE				
04/08/2025	INVOICE	880107821	SERVICE CALL	282.35	
Total:				282.35	
Net of 1 Invoices / 0 Checks				282.35	
10243	BAUER UNDERGROUND INC.				
04/08/2025	INVOICE	21556	FIBER NETWORK	1,935.00	
Total:				1,935.00	
Net of 1 Invoices / 0 Checks				1,935.00	
11307	BEACON ATHLETICS LLC				
04/08/2025	INVOICE	0607659-IN	2 - SOCCER NETS - REPLACEMENT	305.50	
Total:				305.50	
Net of 1 Invoices / 0 Checks				305.50	
00917	BLACKSTONE PUBLISHING				
04/08/2025	INVOICE	2191492	CD	31.99	
Total:				31.99	
Net of 1 Invoices / 0 Checks				31.99	
01938	BLAZER MANUFACTURING CO INC				
04/08/2025	INVOICE	67190	SOCCER GOALS - HANOVER PARK	2,527.20	
Total:				2,527.20	
Net of 1 Invoices / 0 Checks				2,527.20	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00337	BOMGAARS				
04/08/2025	INVOICE	35480756	FASTENERS	4.40	
04/08/2025	INVOICE	35481154	REDUCING COUPLING	6.49	
04/08/2025	INVOICE	35486995	SAFETY MARKER	13.16	
04/08/2025	INVOICE	35486895	TORCH HEAD TRIGGER, DIESEL EXHAUST FLUID	35.97	
04/08/2025	INVOICE	35487320	DIAPHRAM PUMP	239.99	
04/08/2025	INVOICE	35487170	SHOP TOWELS, MULTI-BALL MOUNT, HITCH PIN, L'	107.55	
04/08/2025	INVOICE	35487680	SET COLLAR, FASTENERS	11.02	
04/08/2025	INVOICE	35487529	FASTENERS	20.16	
04/08/2025	INVOICE	35484778	COVER ROLL, POLY	320.98	
			Total:	759.72	
			Net of 9 Invoices / 0 Checks	759.72	
02513	BULKLEY JIM				
04/08/2025	INVOICE	3.14.2025	MILEAGE & PARKING - LARM CONFERENCE	130.30	
			Total:	130.30	
			Net of 1 Invoices / 0 Checks	130.30	
10626	CAPITAL ONE - WALMART				
04/08/2025	INVOICE	264266	ANIMAL CRACKERS, POCKY, SNACK BAGS, MILK DU	88.06	
04/08/2025	INVOICE	081931	PRETZEL, FROSTING, MARSHMELLOS, SUGAR COOKI	50.00	
04/08/2025	INVOICE	081625	40PK WATER, SUGAR COOKIES	14.19	
04/08/2025	INVOICE	984148	CLOROX 409	19.12	
04/08/2025	INVOICE	077798	DRINKING WATER, SNACKS	89.42	
04/08/2025	INVOICE	466270	OFFICE SUPPLIES	39.16	
04/08/2025	INVOICE	466313	HSY SWTS MIX	29.92	
04/08/2025	INVOICE	981685	E6000 CLR, MARKERS	20.58	
			Total:	350.45	
			Net of 8 Invoices / 0 Checks	350.45	
10604	CASEY'S MAIL SERVICE LLC				
04/08/2025	INVOICE	4485	LIBRARY/MEDIA MAIL	712.21	
			Total:	712.21	
			Net of 1 Invoices / 0 Checks	712.21	
10919	CENTRAL PROGRAMS INC				
04/08/2025	INVOICE	PINV146460	BOOKS	1,339.02	
			Total:	1,339.02	
			Net of 1 Invoices / 0 Checks	1,339.02	
03138	CENTRAL SAND & GRAVEL CO				
04/08/2025	INVOICE	506504	CRUSHED GRAVEL	2,529.59	
			Total:	2,529.59	
			Net of 1 Invoices / 0 Checks	2,529.59	
11313	CHAMBERLAIN JESSICA				
04/08/2025	INVOICE	202501	STAFF TRAINING: FOSTERING HEALTHY COMMUNICA'	163.00	
			Total:	163.00	
			Net of 1 Invoices / 0 Checks	163.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11198 04/08/2025	CHOAT SHURAYA INVOICE	4.01.2025	MILEAGE TO/FROM SOUTH SIOUX CITY	162.40	
			Total:	162.40	
			Net of 1 Invoices / 0 Checks	162.40	
00567	CITY OF COLUMBUS				
04/08/2025	INVOICE	300-44995-00	APR 2WATER & SEWER	98.57	
04/08/2025	INVOICE	300-57934-00	APR 2WATER & SEWER	321.81	
04/08/2025	INVOICE	300-57937-00	APR 2WATER & SEWER	182.85	
04/08/2025	INVOICE	300-47517-00	APR 2WATER & SEWER	94.61	
04/08/2025	INVOICE	300-54059-00	APR 2WATER & SEWER	139.49	
04/08/2025	INVOICE	200-39575-00	APR 2WATER & SEWER	28.10	
04/08/2025	INVOICE	200-37998-00	APR 2WATER & SEWER	209.78	
04/08/2025	INVOICE	200-21982-00	APR 2WATER & SEWER	232.08	
04/08/2025	INVOICE	100-13650-01	APR 2WATER & SEWER	314.90	
04/08/2025	INVOICE	300-45762-00	APR 2WATER & SEWER	30.69	
04/08/2025	INVOICE	200-21960-05	APR 2WATER & SEWER	126.06	
04/08/2025	INVOICE	300-45761-00	APR 2WATER & SEWER	28.97	
04/08/2025	INVOICE	300-62105-00	APR 2WATER & SEWER	32.72	
04/08/2025	INVOICE	300-62100-00	APR 2WATER & SEWER	111.92	
04/08/2025	INVOICE	300-44985-02	APR 2WATER & SEWER	26.12	
04/08/2025	INVOICE	300-47518-00	APR 2WATER & SEWER	31.40	
04/08/2025	INVOICE	300-57935-00	APR 2WATER & SEWER	1,156.82	
04/08/2025	INVOICE	300-57936-00	APR 2WATER & SEWER	140.81	
04/08/2025	INVOICE	300-44986-00	APR 2WATER & SEWER	101.21	
04/08/2025	INVOICE	200-39615-01	APR 2WATER & SEWER	109.79	
04/08/2025	INVOICE	300-57938-00	APR 2WATER & SEWER	98.57	
04/08/2025	INVOICE	300-47514-00	APR 2WATER & SEWER	83.29	
04/08/2025	INVOICE	400-70005-01	APR 2WATER & SEWER	191.46	
			Total:	3,892.02	
			Net of 23 Invoices / 0 Checks	3,892.02	
00262	CLUB PROPHET SYSTEMS				
04/08/2025	INVOICE	INV2946723	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
			Total:	517.00	
			Net of 1 Invoices / 0 Checks	517.00	
02542	CNC REPAIR LLC				
04/08/2025	INVOICE	5910	LOF - VIN #6325	50.74	
04/08/2025	INVOICE	5911	INSTALL SUN VISOR - VIN #6545	224.19	
04/08/2025	INVOICE	5912	LOF - VIN #1630	45.09	
04/08/2025	INVOICE	5913	TIRE REPAIR - VIN #7979	19.50	
04/08/2025	INVOICE	5914	REPAIR - VIN #5403	19.50	
04/08/2025	INVOICE	5981	LOF, TPMS SENSOR - VIN #4677	159.66	
04/08/2025	INVOICE	5980	LOF - VIN #1009	55.78	
04/08/2025	INVOICE	5979	LOF, EVAP PURGE SOLENOID - VIN #7839	459.18	
04/08/2025	INVOICE	5978	LOF, CHECK FOR BATTERY DRAW - VIN #6648	130.74	
04/08/2025	INVOICE	5943	GOOD YEAR TIRE - VIN #4596	192.14	
04/08/2025	INVOICE	5852	GOODYEAR TIRE - VIN #7839	192.14	
04/08/2025	INVOICE	5850	LOF - VIN #0892	50.74	
04/08/2025	INVOICE	5849	LOF - VIN #2269	50.74	
04/08/2025	INVOICE	5909	LOF, REPLACE CABIN AIR FILTER, BATTERY LOAD	183.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,833.19	
			Net of 14 Invoices / 0 Checks	1,833.19	
10458 04/08/2025	COLUMBUS AREA VISITORS BUREAU INVOICE	66930	VISITORS GUIDE 2025	700.00	
			Total:	700.00	
			Net of 1 Invoices / 0 Checks	700.00	
03141 04/08/2025	COLUMBUS COMMUNITY HOSPITAL INVOICE	2.28.2025	PHARMACY - FIRE DEPARTMENT	101.01	
			Total:	101.01	
			Net of 1 Invoices / 0 Checks	101.01	
00036 04/08/2025	COLUMBUS CUSTOM EMBROIDERY INVOICE	E46980	FLEECE FULL ZIP - ROTH	44.00	
			Total:	44.00	
			Net of 1 Invoices / 0 Checks	44.00	
11306 04/08/2025	COLUMBUS GENERAL SURGERY INVOICE	47372P33684	JASON P ZYWIEC	17.50	
			Total:	17.50	
			Net of 1 Invoices / 0 Checks	17.50	
03139 04/08/2025	COLUMBUS PLUMBING COMPANY INVOICE	0006047	2 - SELF CLOSING VALVES	190.99	
			Total:	190.99	
			Net of 1 Invoices / 0 Checks	190.99	
01250 04/08/2025	COMMONWEALTH ELECTRIC COMPANY INVOICE	40594	DOWNTOWN LIGHTS & PHOTO EYES	1,832.84	
			Total:	1,832.84	
			Net of 1 Invoices / 0 Checks	1,832.84	
02718 04/08/2025	CORE & MAIN LP INVOICE	W626356	25 - 510M S/POINT M2	4,700.00	
04/08/2025	INVOICE	W626361	25 - 510M S/POINT M2	4,700.00	
04/08/2025	INVOICE	W626395	4 - 510M S/POINT M2, 12 - 1 IPERL+ 100CF	4,016.00	
04/08/2025	INVOICE	W626407	12 - 1 IPERL+ 100CF	3,264.00	
04/08/2025	INVOICE	W517420	5 - HYDRANT HOSE NOZZLES	997.40	
04/08/2025	INVOICE	W590130	2 - OMNI+ R2 100CF	1,968.00	
04/08/2025	INVOICE	W544476	1/16 METER GASKETS	128.00	
			Total:	19,773.40	
			Net of 7 Invoices / 0 Checks	19,773.40	
01525 04/08/2025	CORNHUSKER MARRIOTT HOTEL INVOICE	4774	JAMES BULKLEY	112.00	
04/08/2025	INVOICE	6847	TARA VASICEK	112.00	
04/08/2025	INVOICE	9538	SHURAYA CHOAT	224.00	
04/08/2025	INVOICE	9539	RON SCHILLING	224.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/08/2025	INVOICE	9541	TARA VASICEK	112.00	
04/08/2025	INVOICE	10715	PRENT ROTH	224.00	
			Total:	1,008.00	
			Net of 6 Invoices / 0 Checks	1,008.00	
03149	CULLIGAN OF COLUMBUS				
04/08/2025	INVOICE	292679	2 - 5 GALLON BOTTLE WATER DELIVERED TO VAN 1	34.00	
04/08/2025	INVOICE	292836	EQUIPMENT - POU WITH FILTER	184.00	
			Total:	218.00	
			Net of 2 Invoices / 0 Checks	218.00	
03279	DAS STATE ACCOUNTING				
04/08/2025	INVOICE	1471833	MONTHLY NETWORK CHARGES	1,356.79	
04/08/2025	INVOICE	1471783	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
03158	EAKES OFFICE SOLUTIONS				
04/08/2025	INVOICE	9111498-0	IJ HP CARTRIDGES	182.98	
04/08/2025	INVOICE	INV637952	COPIER CONTRACT	58.25	
04/08/2025	INVOICE	9112580-0	M-FOLD TOWELS, CENTERPULL TOWELS, BATH TISSU	250.45	
04/08/2025	INVOICE	INV636922	COPIER CONTRACT	268.06	
04/08/2025	INVOICE	9105029-0	ENVELOPES	205.73	
04/08/2025	INVOICE	INV635472	COPIER - FIRST MONTH PAYMENT & SECURITY DEP	597.38	
04/08/2025	INVOICE	9102946-0	NOTARY STAMP - LASKA	30.45	
			Total:	1,593.30	
			Net of 7 Invoices / 0 Checks	1,593.30	
02762	EDISON LIGHTING SUPPLY &				
04/08/2025	INVOICE	47320	ELS-LPHB-2FT-162W	629.62	
			Total:	629.62	
			Net of 1 Invoices / 0 Checks	629.62	
11244	EGAN SUPPLY CO				
04/08/2025	INVOICE	397996	TOILET BOWL CLEANER, MF TOWELS, GLOVES, LINI	388.03	
			Total:	388.03	
			Net of 1 Invoices / 0 Checks	388.03	
01597	ELECTRONIC ENGINEERING				
04/08/2025	INVOICE	853005711-1	10 - IMPRES 2 LI-ION BATTERIES	1,828.00	
			Total:	1,828.00	
			Net of 1 Invoices / 0 Checks	1,828.00	
00169	FRONTIER				
04/08/2025	INVOICE	40256277850209002	NWP 3/30/25 TO 4/29/25	89.52	
			Total:	89.52	
			Net of 1 Invoices / 0 Checks	89.52	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00459	GALE				
04/08/2025	INVOICE	86899826	MATERIALS	26.24	
04/08/2025	INVOICE	86743462	MATERIALS	32.79	
			Total:	59.03	
			Net of 2 Invoices / 0 Checks	59.03	
03172	GALLS LLC				
04/08/2025	INVOICE	030702588	5.11 COMPANY CARGO PANTS	271.20	
04/08/2025	INVOICE	030689558	CLOTH COMMENDATION BAR	24.99	
04/08/2025	INVOICE	030809856	CLOTH COMMENDATION BARS	225.00	
04/08/2025	INVOICE	030798830	CLOTH COMMENDATION BARS	414.91	
04/08/2025	INVOICE	030865002	RC-2 CLOTH BARS	30.49	
			Total:	966.59	
			Net of 5 Invoices / 0 Checks	966.59	
03174	GEHRING CONSTRUCTION &				
04/08/2025	INVOICE	82441	2952 18TH AVE	966.01	
04/08/2025	INVOICE	14	VITALITY VILLAGE SUBDIVISION & COMM BLDING :	116,925.00	
04/08/2025	INVOICE	82202	24TH AVE & 21ST STREET	506.01	
04/08/2025	INVOICE	82166	24TH AVE & 21ST STREET	1,518.01	
			Total:	119,915.03	
			Net of 4 Invoices / 0 Checks	119,915.03	
00303	GENE STEFFY FORD				
04/08/2025	INVOICE	225113	LUBE, OIL & FILTER VIN #2601	216.78	
04/08/2025	INVOICE	224029	REPAIR 12V PLUG, ADD SUPPLEMENTAL GROUND WII	270.60	
			Total:	487.38	
			Net of 2 Invoices / 0 Checks	487.38	
03178	GERHOLD CONCRETE COMPANY				
04/08/2025	INVOICE	508740	2851 ST FRANCIS DR	633.21	
			Total:	633.21	
			Net of 1 Invoices / 0 Checks	633.21	
02594	GREAT PLAINS BUILDING SUPPLY				
04/08/2025	INVOICE	2503-537831	2 - 4X4-12 ACQ TREATED	40.92	
04/08/2025	INVOICE	2503-537484	42 BAGS - 50# ATHLETIC FIELD MARKER	608.16	
			Total:	649.08	
			Net of 2 Invoices / 0 Checks	649.08	
02075	GREAT PLAINS COMMUNICATIONS				
04/08/2025	INVOICE	125755 955-426-002	INTERNET 4/01 - 4/30	209.95	
			Total:	209.95	
			Net of 1 Invoices / 0 Checks	209.95	
03183	HADLEY-BRAITHWAIT COMPANY				
04/08/2025	INVOICE	233682	CENTER PULL TOWELS, TOILET PAPER	99.90	
			Total:	99.90	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	99.90	
00272 04/08/2025	HAWKINS INC INVOICE	7016669	CHEMICALS	4,303.35	
			Total:	4,303.35	
			Net of 1 Invoices / 0 Checks	4,303.35	
10271 04/08/2025	HD SUPPLY INVOICE	856404579	VEHICLE WASH	31.53	
			Total:	31.53	
			Net of 1 Invoices / 0 Checks	31.53	
11317 04/08/2025	HEALTHY BLUE NEBRASKA INVOICE	23-887818	REFUND	0.53	
			Total:	0.53	
			Net of 1 Invoices / 0 Checks	0.53	
10975 04/08/2025	HEARTLAND OFFICE CLEANERS INVOICE	23912	APRIL CLEANING SERVICE	520.00	
			Total:	520.00	
			Net of 1 Invoices / 0 Checks	520.00	
00150 04/08/2025	HOMETOWN LEASING INVOICE	1	COPIER LEASE PAYMENT - CITY HALL	271.19	
04/08/2025	INVOICE	8	COPIER LEASE PAYMENT	232.93	
04/08/2025	INVOICE	3	COPIER LEASE PAYMENT	130.21	
			Total:	634.33	
			Net of 3 Invoices / 0 Checks	634.33	
11312 04/08/2025	INFUZE CREATIVE INC INVOICE	616	DISPLAY CONCEPT & DESIGN	925.00	
			Total:	925.00	
			Net of 1 Invoices / 0 Checks	925.00	
03199 04/08/2025	JACKSON SERVICES INC INVOICE	5526521	UNIFORMS	139.58	
04/08/2025	INVOICE	5526531	UNIFORMS	96.01	
04/08/2025	INVOICE	5526532	MAT, BAR TOWELS, SHOP TOWELS ORANGE	25.43	
04/08/2025	INVOICE	5526533	UNIFORMS	26.67	
04/08/2025	INVOICE	5526540	MOPS, MATS	60.13	
04/08/2025	INVOICE	5528165	MATS, ROLLER TOWELS, UNIFORMS	131.39	
04/08/2025	INVOICE	5523889	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPES	135.77	
04/08/2025	INVOICE	5524589	MATS	82.20	
04/08/2025	INVOICE	5524596	UNIFORMS	25.67	
04/08/2025	INVOICE	5526458	UNIFORMS	74.09	
04/08/2025	INVOICE	5519342	BAR MOP, MICROFIBER TOWELS, APRONS	54.25	
04/08/2025	INVOICE	5519345	UNIFORMS	25.67	
04/08/2025	INVOICE	5522176	UNIFORMS	74.09	
04/08/2025	INVOICE	5516912	MATS, SHOP TOWELS ORANGE, UNIFORMS	298.59	
04/08/2025	INVOICE	5522229	UNIFORMS	253.53	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/08/2025	INVOICE	5522230	UNIFORMS	139.58	
04/08/2025	INVOICE	5522236	UNIFORMS	88.30	
04/08/2025	INVOICE	5522237	UNIFORMS	96.01	
04/08/2025	INVOICE	5522238	MAT	3.07	
04/08/2025	INVOICE	5522239	UNIFORMS	26.67	
04/08/2025	INVOICE	5515021	MATS	82.25	
04/08/2025	INVOICE	5515029	UNIFORMS	25.72	
04/08/2025	INVOICE	5516842	UNIFORMS	75.67	
04/08/2025	INVOICE	5516913	UNIFORMS	139.63	
04/08/2025	INVOICE	5516921	MATS, ROLLER TOWELS, UNIFORMS	124.44	
04/08/2025	INVOICE	5516922	UNIFORMS	96.06	
04/08/2025	INVOICE	5516923	MATS, BAR TOWELS, SHOP TOWELS, SHOP TOWEL OI	35.59	
04/08/2025	INVOICE	5516924	UNIFORMS	26.72	
04/08/2025	INVOICE	5516925	MOPS, MATS	60.18	
04/08/2025	INVOICE	5528926	BAR MOPS, MICROFIBER TOWELS, APRONS	54.25	
Total:				2,577.21	
Net of 30 Invoices / 0 Checks				2,577.21	
03202	KELLY SUPPLY COMPANY				
04/08/2025	INVOICE	S12303188-0	CAP S&D	19.06	
04/08/2025	INVOICE	S12303275-0	HOSE SHANK, BALL VALVE	6.34	
04/08/2025	INVOICE	S12303439-0	PLASTIC PIPE, PVC CEMENT, PURPLE PRIMER, COI	280.18	
Total:				305.58	
Net of 3 Invoices / 0 Checks				305.58	
00012	LAKEVIEW SMALL ENGINE INC				
04/08/2025	INVOICE	055857	TORO TILLER	1,275.00	
Total:				1,275.00	
Net of 1 Invoices / 0 Checks				1,275.00	
02596	LAWSON PRODUCTS				
04/08/2025	INVOICE	9312323912	SLVR BEARING MINI, 3/16X2 INSULFORMST	75.30	
04/08/2025	INVOICE	9312348786	NYLON INSERT FLANGE NUT, CUP POINT SET SCREI	23.20	
04/08/2025	INVOICE	9312332053	TUFF-TORQ HEX CAP SCREW, LOCK NUT	99.05	
Total:				197.55	
Net of 3 Invoices / 0 Checks				197.55	
00103	LINCOLN JOURNAL STAR				
04/08/2025	INVOICE	118-60003415	HEARING, LIQUOR LICENSE	26.65	
04/08/2025	INVOICE	118-60003415	LEGALS	1,165.22	
04/08/2025	INVOICE	118-60106294	ADVERTISING	189.12	
Total:				1,380.99	
Net of 3 Invoices / 0 Checks				1,380.99	
00822	LINCOLN WINWATER WORKS				
04/08/2025	INVOICE	10955001	SEWER FITTINGS	276.31	
Total:				276.31	
Net of 1 Invoices / 0 Checks				276.31	
00410	LOZOS CHICO				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
04/08/2025	INVOICE	136000594	REIMBURSE THERAPY BILL	1,355.80	
			Total:	1,355.80	
			Net of 1 Invoices / 0 Checks	1,355.80	
03215 04/08/2025	M & O DOOR PRODUCTS LLC INVOICE	IN107686	WEST DOOR - RE-SECURED CLOSER ARM	155.00	
			Total:	155.00	
			Net of 1 Invoices / 0 Checks	155.00	
02806 04/08/2025	MACQUEEN EQUIPMENT INVOICE	P00484	2" VALVE BODY	464.87	
04/08/2025	INVOICE	W01246	CHECK REAR SUSPENSION, AIR LEAK ON AIR RIDE	6,622.08	
			Total:	7,086.95	
			Net of 2 Invoices / 0 Checks	7,086.95	
03212 04/08/2025	MATHESON-LINWELD INVOICE	0031276222	OXYGEN IND & ACETYLENE IND	81.86	
			Total:	81.86	
			Net of 1 Invoices / 0 Checks	81.86	
03220 04/08/2025	MENARDS INVOICE	24385	ENERGIZER BATTERIES AAA, AA, 9V	48.27	
04/08/2025	INVOICE	24208	DAWN	59.64	
04/08/2025	INVOICE	24170	PLASTIC SURFACE DRAIN	61.06	
04/08/2025	INVOICE	24159	36" LED, CRACK FILLER, 600 SERIES/G1/S4 VB	88.91	
04/08/2025	INVOICE	24158	BOUNTY	26.91	
04/08/2025	INVOICE	23381	SANDPAPER, SPRAY PAINT	43.39	
04/08/2025	INVOICE	23442	20000L OCTO-FOLD LED, LAMPHOLDER, SOCKET ADJ	45.69	
04/08/2025	INVOICE	23440	SCOURING STICK, SCOUR PADS, GREENER CLEAN	10.53	
04/08/2025	INVOICE	24457	POWER WASHER, COVER, MOTION SENSOR, HOSE KI	502.58	
04/08/2025	INVOICE	23243	FLEXZILLA CORD, MOUNTING STRIPS, WEATHER ST	121.75	
04/08/2025	INVOICE	24033	4" ALUM, NUMBER & LETTER KITS, SILICONE, SPI	53.35	
04/08/2025	INVOICE	24005	GORILLA TAPE	14.94	
04/08/2025	INVOICE	23760	8 - 50LB EXTRA COARSE SALT	58.32	
04/08/2025	INVOICE	23817	MARKING WAND, TARP	93.98	
04/08/2025	INVOICE	23867	CABLE TIES	59.98	
04/08/2025	INVOICE	23940	SEDIMENT, CARBON BLOCK & ULTRA FILTERS, ELK	194.96	
04/08/2025	INVOICE	23970	LAG SCREWS	1.39	
04/08/2025	INVOICE	23953	GALV TEE, ELBOW, BOILER DRAIN, COUPLING, NI	208.77	
04/08/2025	INVOICE	23935	TRASH BAGS, FEBREEZE, DAWN, EPOXY, PINE-SOL	127.15	
04/08/2025	INVOICE	23941	DRILLBIT, BUSHING	22.66	
04/08/2025	INVOICE	23561	PIPE HEATING CABLE, CABLE TIES	28.93	
04/08/2025	INVOICE	23575	TIDE PODS, BLEACH	35.64	
04/08/2025	INVOICE	23629	HD CLEANER, SPRAY WAX, TIRE & TRIM CLEANER	52.08	
04/08/2025	INVOICE	23633	MICROFIBER CLOTH, METAL POLISH, HEX CAP SCR	26.74	
			Total:	1,987.62	
			Net of 24 Invoices / 0 Checks	1,987.62	
03222 04/08/2025	MID-AMERICAN RESEARCH INVOICE	0842891-IN	URINAL MATS	420.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
03226	MIDWEST SERVICE & SALES CO				
04/08/2025	INVOICE	0036809	2 - CARBIDE BLADES	1,006.30	
04/08/2025	INVOICE	0036846	7 1/2' & 8' STRAIGHT PLOW BLADES, DOUBLE BE'	2,173.00	
			Total:	3,179.30	
			Net of 2 Invoices / 0 Checks	3,179.30	
10752	MOMS & MOPS				
04/08/2025	INVOICE	3.24.2025	CLEANING CENTRAL MAINTENANCE	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
02622	MOTOROLA SOLUTIONS INC.				
04/08/2025	INVOICE	8282085080	3 - CHARGERS, SINGLE UNIT & 3 - AUDIO ACCES:	607.11	
04/08/2025	INVOICE	1187143242	800 MHZ STATE RADIO PROJECT	29,350.00	
			Total:	29,957.11	
			Net of 2 Invoices / 0 Checks	29,957.11	
11308	MURRAY LORI				
04/08/2025	INVOICE	3.25.2025	REIMBURSE RITA MURRAY CAT PASSES	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
04/08/2025	INVOICE	758169	ANTIFREEZE	19.50	
04/08/2025	INVOICE	758110	BEARINGS, OIL SEAL	44.02	
			Total:	63.52	
			Net of 2 Invoices / 0 Checks	63.52	
11310	NCE EMPOWERING SAFETY				
04/08/2025	INVOICE	54616	AUTOLOCKING SNAP MOUNTING SYSTEM	1,624.00	
			Total:	1,624.00	
			Net of 1 Invoices / 0 Checks	1,624.00	
00140	NEBRASKA GOLF & TURF INC				
04/08/2025	INVOICE	02-173590	CANOPY SUPPORT, BAG HOOP ASSY, A-ARM, BUSHII	2,913.62	
			Total:	2,913.62	
			Net of 1 Invoices / 0 Checks	2,913.62	
00239	NEBRASKA HARVESTORE SYSTEMS				
04/08/2025	INVOICE	24388	COUPLER, FF FEMALE	127.69	
			Total:	127.69	
			Net of 1 Invoices / 0 Checks	127.69	
00444	NEBRASKA PUBLIC HEALTH				
04/08/2025	INVOICE	588644	WATER TESTING	303.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	303.00	
			Net of 1 Invoices / 0 Checks	303.00	
10621 04/08/2025	NEBRASKA STATE FIRE SCHOOL INVOICE	8693	2025 FIRE SCHOOL - PORTER, EGGER	300.00	
04/08/2025	INVOICE	8898	2025 FIRE SCHOOL - HAYS, SALAK	300.00	
			Total:	600.00	
			Net of 2 Invoices / 0 Checks	600.00	
00315 04/08/2025	NEBRASKA STATE VOLUNTEER INVOICE	8938	NSVFA MEMBER - HAYS, SALAK	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
01286 04/08/2025	NEMAHA LANDSCAPE CONSTRUCTION INC INVOICE	7	PAWNEE PARK BASEBALL FIELD CONVERSION	141,510.20	
04/08/2025	INVOICE	6	PAWNEE PARK BASEBALL FIELD CONVERSION	2,700.00	
			Total:	144,210.20	
			Net of 2 Invoices / 0 Checks	144,210.20	
03054 04/08/2025	NENA INVOICE	200043124	PREVENTING TELECOMMUNICATOR TUNNEL VISION	160.00	
			Total:	160.00	
			Net of 1 Invoices / 0 Checks	160.00	
10518 04/08/2025	NORTHEAST COMMUNITY COLLEGE INVOICE	200050909	SPRING 2025 PARAMEDIC FEES - BRODERICK HOEF'	480.00	
			Total:	480.00	
			Net of 1 Invoices / 0 Checks	480.00	
03246 04/08/2025	NORTHEAST NEBRASKA ECONOMIC INVOICE	5	23-DTR-003	3,082.50	
			Total:	3,082.50	
			Net of 1 Invoices / 0 Checks	3,082.50	
00350 04/08/2025	NOSWETT FENCING INC INVOICE	16213	PAWNEE PARK GATE	650.00	
			Total:	650.00	
			Net of 1 Invoices / 0 Checks	650.00	
00065 04/08/2025	OBERG LOCKSMITH INVOICE	0005476	NEW LOCKS AND KEYS	758.00	
			Total:	758.00	
			Net of 1 Invoices / 0 Checks	758.00	
00358 04/08/2025	OBRIST & CO INC INVOICE	16769	REPLACE VAC BREAKER	134.19	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	134.19	
			Net of 1 Invoices / 0 Checks	134.19	
00176	O'REILLY AUTOMOTIVE INC				
04/08/2025	INVOICE	0681-332795	10ZA/C UVDYE, QT PAG OIL	38.63	
04/08/2025	INVOICE	0681-331673	WIPER BLADE	26.09	
04/08/2025	INVOICE	0681-329245	CAPSULE	21.12	
04/08/2025	INVOICE	OPCM-69383	CREDIT - PAID 0681-257260 TWICE LED CUBE	(74.48)	
			Total:	11.36	
			Net of 4 Invoices / 0 Checks	11.36	
11230	OTIS ELEVATOR COMPANY				
04/08/2025	INVOICE	CK15763001	FREIGHT ELEVATOR SHUTDOWN	688.60	
			Total:	688.60	
			Net of 1 Invoices / 0 Checks	688.60	
00345	PETE LIEN & SONS INC.				
04/08/2025	INVOICE	CD99272698	QUICKLIME FINES	6,644.54	
04/08/2025	INVOICE	CD99275817	QUICKLIME FINES	6,753.59	
			Total:	13,398.13	
			Net of 2 Invoices / 0 Checks	13,398.13	
00478	PLATTE VALLEY HUMANE SOCIETY				
04/08/2025	INVOICE	4.01.2025	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
			Total:	21,000.00	
			Net of 1 Invoices / 0 Checks	21,000.00	
00703	PLAYTIME LLC				
04/08/2025	INVOICE	30772	2 - LILY PADS	6,809.00	
			Total:	6,809.00	
			Net of 1 Invoices / 0 Checks	6,809.00	
02926	POWER TECH LLC				
04/08/2025	INVOICE	82391940	WELL #16 - EVAPORATOR FREEZING UP	591.82	
			Total:	591.82	
			Net of 1 Invoices / 0 Checks	591.82	
11012	PREFERRED PIPELINE LLC				
04/08/2025	INVOICE	PPL000081463	SAND	945.90	
			Total:	945.90	
			Net of 1 Invoices / 0 Checks	945.90	
03261	PRESTOX				
04/08/2025	INVOICE	74582014	PEST CONTROL - 4630 HOWARD BLVD	68.46	
04/08/2025	INVOICE	74582013	PEST CONTROL - 424 E 8TH ST	65.78	
			Total:	134.24	
			Net of 2 Invoices / 0 Checks	134.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10964 04/08/2025	PROVANTAGE ACCOUNTING INVOICE	9830719	HP 3TR NBD ONSITE WITH ACTIVE CARE	256.00	
			Total:	256.00	
			Net of 1 Invoices / 0 Checks	256.00	
10361 04/08/2025	QUADIENT FINANCE USA, INC. INVOICE	3.28.2025	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03264 04/08/2025	REARDON LAWN & GARDEN INC INVOICE	14571	12" LOOP 3/8 .050 PICCO LOW-VIBE	21.00	
			Total:	21.00	
			Net of 1 Invoices / 0 Checks	21.00	
10872 04/08/2025	RIVERSIDE PORTABLES LLC INVOICE	17028	PORTABLE RESTROOM	110.00	
			Total:	110.00	
			Net of 1 Invoices / 0 Checks	110.00	
03269 04/08/2025 04/08/2025	SACKETT ELECTRIC INC INVOICE INVOICE	25-7720 25-7721	TRACE OVERLOADED CIRCUITS, REPLACE DAMAGED 1 INSTALL WIRING & RECEP FOR 4 NEW CIRCUITS II	884.97 1,301.69	
			Total:	2,186.66	
			Net of 2 Invoices / 0 Checks	2,186.66	
11305 04/08/2025	SAMSON INC INVOICE	5	23-DTR-003 CDBG AGREEMENT	30,355.18	
			Total:	30,355.18	
			Net of 1 Invoices / 0 Checks	30,355.18	
02805 04/08/2025	SCHEMMER ASSOCIATES INC. INVOICE	009071.001-12	3RD STREET WATER & SEWER CONSTRUCTION INSPE	2,605.00	
			Total:	2,605.00	
			Net of 1 Invoices / 0 Checks	2,605.00	
03275 04/08/2025 04/08/2025	SECURITY EQUIPMENT INC INVOICE INVOICE	923740 919475	MOVED CAMERA UP OUT OF THE WAY OF THE LIGHT INTRUSION MONOTORING, SOFTWARE SUPPORT	816.77 7,261.32	
			Total:	8,078.09	
			Net of 2 Invoices / 0 Checks	8,078.09	
00465 04/08/2025	SERVICEMASTER BY SHEVLIN INVOICE	11810	MONTHLY JANITORIAL SERVICE	2,559.00	
			Total:	2,559.00	
			Net of 1 Invoices / 0 Checks	2,559.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02308 04/08/2025	SERVICEMASTER INVOICE	CLEANING & 7915	CLEAN CARPET	539.36	
Total:				539.36	
Net of 1 Invoices / 0 Checks				539.36	
00171 04/08/2025	SETTJE PLUMBING INVOICE	15967	REPAIR MENS & WOMENS STOOL	607.14	
04/08/2025	INVOICE	15968	REPLACE BROKEN STOOL IN WOMENS RESTROOM	382.90	
Total:				990.04	
Net of 2 Invoices / 0 Checks				990.04	
10492 04/08/2025	SHELBY LUMBER CO INC. INVOICE	150997	EAST & WEST SHELTER PROJECT	50,263.00	
Total:				50,263.00	
Net of 1 Invoices / 0 Checks				50,263.00	
01090 04/08/2025	SHEVLIN SUPPLY INVOICE	8122	BATH TISSUE, M/F TOWEL WHITE	166.63	
Total:				166.63	
Net of 1 Invoices / 0 Checks				166.63	
11304 04/08/2025	SMJ INTERNATIONAL LLC INVOICE	4.08.2025	ESCROW BALANCE - NE T-MOBILE 1314 17TH ST	3,655.74	
Total:				3,655.74	
Net of 1 Invoices / 0 Checks				3,655.74	
11269 04/08/2025	SNAP-ON INDUSTRIAL INVOICE	ARV/64090342	3BK RC 84IN RED BLT	11,445.22	
04/08/2025	INVOICE	ARV/64095740	OIL/DYE INJECTOR	126.14	
04/08/2025	INVOICE	ARV/64161454	HEADLAMPS, POCKET LIGHTS	372.08	
04/08/2025	INVOICE	ARV/64232355	1/4DR 12PT 1/4" SHL SOCKET	9.69	
Total:				11,953.13	
Net of 4 Invoices / 0 Checks				11,953.13	
11316 04/08/2025	SOUTH SIOUX CITY MARRIOTT INVOICE	22274	SHURAYA CHOAT	550.00	
Total:				550.00	
Net of 1 Invoices / 0 Checks				550.00	
01324 04/08/2025	STAN HOUSTON EQUIP CO, INC INVOICE	2609100	REPAIR RING SAW	762.43	
Total:				762.43	
Net of 1 Invoices / 0 Checks				762.43	
11294 04/08/2025	STARGUARD ELITE LLC INVOICE	INV/2025/00780	CERTIFICATIONS - STARGUARD LIFEGUARD	400.00	
Total:				400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	400.00	
03280	STATE OF NEBR DEPT OF REVENUE				
04/08/2025	INVOICE	3312025GOLF	SALES TAX - MARCH 2025	10,107.65	
04/08/2025	INVOICE	3312025POOLS	SALES TAX - MARCH 2025 POOLS	436.73	
04/08/2025	INVOICE	3312025UTILTY	SALES TAX - MARCH 2025 UTILITY	48,452.19	
			Total:	58,996.57	
			Net of 3 Invoices / 0 Checks	58,996.57	
00244	STERICYCLE INC				
04/08/2025	INVOICE	8010227704	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
			Total:	760.57	
			Net of 1 Invoices / 0 Checks	760.57	
02204	STRYKER SALES LLC				
04/08/2025	INVOICE	9208813474	CABLE, PATIENT	300.00	
04/08/2025	INVOICE	9208777016	ELECTRODE-EDGE, PED	166.40	
			Total:	466.40	
			Net of 2 Invoices / 0 Checks	466.40	
00105	SUPER SAVER				
04/08/2025	INVOICE	128444	GROCERIES	58.82	
04/08/2025	INVOICE	128632	GROCERIES, BAGS	35.80	
04/08/2025	INVOICE	129007	GROCERIES, AIR FRESHENER	66.43	
			Total:	161.05	
			Net of 3 Invoices / 0 Checks	161.05	
00110	SYSCO LINCOLN				
04/08/2025	INVOICE	661251623	GROCERIES, CUPS	2,926.97	
04/08/2025	INVOICE	661227441	GROCERIES, COFFEE	2,260.18	
04/08/2025	INVOICE	661203893	GROCERIES, CAN LINERS, ECOLAB SANITIZER, FO	2,011.85	
04/08/2025	INVOICE	661215984	GROCERIES, CAN LINERS, DETERGENT	2,272.97	
04/08/2025	INVOICE	661238506	GROCERIES, TO GO PORTION CUPS	1,802.17	
04/08/2025	INVOICE	16184877P	CREDIT - BEAN & PORK DAMAGE	(8.00)	
04/08/2025	INVOICE	16184879P	CREDIT - DICED PEACH DAMAGE	(12.83)	
04/08/2025	INVOICE	16184878P	CREDIT - CAMPBELL SOUP DAMAGE	(21.98)	
			Total:	11,231.33	
			Net of 8 Invoices / 0 Checks	11,231.33	
10997	T-BONE PD LLC				
04/08/2025	INVOICE	2051	PROPANE	167.95	
			Total:	167.95	
			Net of 1 Invoices / 0 Checks	167.95	
01563	THOMSON REUTERS - WEST				
04/08/2025	INVOICE	851685305	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS 3DV:	2,448.00	
			Total:	2,448.00	
			Net of 1 Invoices / 0 Checks	2,448.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03128	TIRE OUTLET INC				
04/08/2025	INVOICE	284040	REPAIR	40.00	
04/08/2025	INVOICE	284155	REPAIR	40.00	
04/08/2025	INVOICE	284274	REPAIR	35.00	
04/08/2025	INVOICE	284080	2 - USED TIRES, 5 - REPAIRS	432.00	
04/08/2025	INVOICE	283887	TIRE REPAIR	40.00	
			Total:	587.00	
			Net of 5 Invoices / 0 Checks	587.00	
02788	TITAN MACHINERY INC-FREMONT				
04/08/2025	INVOICE	PS0639182-1	CONVERTER, POWER 24V/12V	1,120.61	
			Total:	1,120.61	
			Net of 1 Invoices / 0 Checks	1,120.61	
00999	TITAN MACHINERY INC-OMAHA				
04/08/2025	INVOICE	S00179358	REPLACE BRAKE VALVE	5,752.15	
			Total:	5,752.15	
			Net of 1 Invoices / 0 Checks	5,752.15	
01564	TOOLEY DRUG				
04/08/2025	INVOICE	01238292	GLUCOSE MONITORS & STRIPS	105.36	
			Total:	105.36	
			Net of 1 Invoices / 0 Checks	105.36	
11309	TOWNSEND DIANA				
04/08/2025	INVOICE	3.25.2025	REFUND SHELTER RENTAL PAWNEE PARK	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
04/08/2025	INVOICE	383305	MULTI USE UTILITY MAT	57.99	
04/08/2025	INVOICE	382177	PLOW BOLTS	1.88	
			Total:	59.87	
			Net of 2 Invoices / 0 Checks	59.87	
00550	TRUCK CENTER COMPANIES				
04/08/2025	INVOICE	RA111007044:01	FD TRUCK #1 PM SPECIAL BASE - OIL & FILTER	739.93	
04/08/2025	INVOICE	XA111050894:01	VALVE PARK BRAKE	204.76	
04/08/2025	INVOICE	RA111007053:01	COOLANT LEAK - VIN #0249	251.56	
04/08/2025	INVOICE	RA111007068:01	#49 - CEL/MIL/SEL/DERATE REPLACE INJECTOR D	3,152.28	
04/08/2025	INVOICE	RA111007077:01	CREDIT - #49 - CEL/MIL/SEL/DERATE REPLACE I	(3,152.28)	
04/08/2025	INVOICE	RA111007078:01	#49 - CEL/MIL/SEL/DERATE REPLACE INJECTOR D	3,131.48	
04/08/2025	INVOICE	XA111050559:01	ALLIANCE OAT ELC 50/50	69.00	
			Total:	4,396.73	
			Net of 7 Invoices / 0 Checks	4,396.73	
00289	UNION PACIFIC RAILROAD CO				
04/08/2025	INVOICE	90144057	DOT #815711X; 15TH ST PRELIMINARY EBGINEERIN	90.05	
04/08/2025	INVOICE	339073734	ROW/STATION MAPS	75.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	165.05	
			Net of 2 Invoices / 0 Checks	165.05	
00369 04/08/2025	UNIVERSITY OF NE-LINCOLN INVOICE	2.12.2025	TREE CARE UPDATE - KEEFOVER, ECKHARDT, KEIM	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03294 04/08/2025	USA BLUE BOOK INVOICE	INV00660438	HACH FLORIDE REAGENT	485.73	
			Total:	485.73	
			Net of 1 Invoices / 0 Checks	485.73	
11318 04/08/2025	USMS ASSET FORFEITURE DIVISION INVOICE	FILING NO 46	BRANDON L HUTCHINSON SEIZED FUNDS	2,033.37	
			Total:	2,033.37	
			Net of 1 Invoices / 0 Checks	2,033.37	
11066 04/08/2025	VAN IPEREN JEAN INVOICE	2.28.2025	REIMBURSE - HANGING ROD HOOKS FOR GALLERY	148.35	
04/08/2025	INVOICE	3.14.2025	NEBRASKA PLANNING CONFERENCE - MILEAGE & ME	204.44	
			Total:	352.79	
			Net of 2 Invoices / 0 Checks	352.79	
02045 04/08/2025	VAN WALL EQUIPMENT INC INVOICE	6498611	BED KNIFE SCREWS, THERMOSTAT, STATIONARY KN	4,434.41	
			Total:	4,434.41	
			Net of 1 Invoices / 0 Checks	4,434.41	
11146 04/08/2025	VANDENBERG ELE & COMMUNICATIONS LLC INVOICE	9350	SPRING REPLACEMENT	2,050.00	
			Total:	2,050.00	
			Net of 1 Invoices / 0 Checks	2,050.00	
02560 04/08/2025	VASICEK TARA L INVOICE	4.01.2025	REIMBURSE MILEAGE	169.40	
			Total:	169.40	
			Net of 1 Invoices / 0 Checks	169.40	
01181 04/08/2025	VERIZON WIRELESS INVOICE	6109526182	CELL PHONE FEB 27 - MAR 26	722.16	
04/08/2025	INVOICE	6109578986	CELL PHONE FEB 27 - MAR 26	80.02	
04/08/2025	INVOICE	6109578985	CELL PHONE FEB 27 - MAR 26	1,815.79	
04/08/2025	INVOICE	6107763062	CELL PHONE FEB 06 - MAR 05	880.22	
			Total:	3,498.19	
			Net of 4 Invoices / 0 Checks	3,498.19	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03301 04/08/2025	WATER ENVIRONMENT FEDERATION INVOICE	000418285	MEMBERSHIP DUES - MARTIN EATON	87.00	
			Total:	87.00	
			Net of 1 Invoices / 0 Checks	87.00	
03302 04/08/2025 04/08/2025	WEMHOFF REFRIGERATION INC INVOICE INVOICE	17004 17006	REPAIR WALK IN FREEZER SERVICE CALL BEER COOLER - VANBERG	923.21 313.77	
			Total:	1,236.98	
			Net of 2 Invoices / 0 Checks	1,236.98	
11314 04/08/2025	WINDLE RACHEL INVOICE	3.12.2025	REIMBURSE UBER - LIFESAVERS CONFERENCE	167.92	
			Total:	167.92	
			Net of 1 Invoices / 0 Checks	167.92	
02598 04/08/2025	WINTER EQUIPMENT COMPANY INVOICE	IV63652	2 - XTENDOR KITS	357.19	
			Total:	357.19	
			Net of 1 Invoices / 0 Checks	357.19	
00215 04/08/2025 04/08/2025 04/08/2025 04/08/2025 04/08/2025	ZIMCO SUPPLY CO INVOICE INVOICE INVOICE INVOICE INVOICE	23851 202471 202474 202473 202472	CREDIT MEMO - 23-24 SYNGENTA EOP REBATE DIVOT MATE LOW STAND, DURA-FLEX SIGN DURA-FLEX SIGNS, DIRECTIONAL MRK 7-1/2' ROYALINE, FLAGS, ALUM CUP PLASTIC CUP, YELLOW ROPE	(820.40) 402.30 353.70 1,862.40 660.00	
			Total:	2,458.00	
			Net of 5 Invoices / 0 Checks	2,458.00	
00301 04/08/2025	ZYWIEC JEREMY INVOICE	2.27.2025	REIMBURSE MEALS	122.54	
			Total:	122.54	
			Net of 1 Invoices / 0 Checks	122.54	
			invoices and 0 checks for 138 vendors:	856,580.68	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
111595	PETE LIEN & SONS INC.	03/12/2025	04/08/2025	6,644.54	6,644.54	Open	N
111599	TITAN MACHINERY INC-OMAHA	03/14/2025	04/08/2025	5,752.15	5,752.15	Open	N
111691	SECURITY EQUIPMENT INC	03/14/2025	04/08/2025	7,261.32	7,261.32	Open	N
111742	MACQUEEN EQUIPMENT	03/14/2025	04/08/2025	6,622.08	6,622.08	Open	N
111794	PETE LIEN & SONS INC.	03/24/2025	04/08/2025	6,753.59	6,753.59	Open	N
111944	PLAYTIME LLC	03/01/2025	04/08/2025	6,809.00	6,809.00	Open	N
# of Invoices:	6	# Due:	6	Totals:	39,842.68	39,842.68	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					39,842.68	39,842.68	

--- TOTALS BY FUND ---

100 - GENERAL FUND	17,735.66	17,735.66
200 - STREETS/ENGINEERING	12.00	12.00
220 - COMMUNICATIONS - E911	1,108.26	1,108.26
500 - UTILITY SERVICE	13,698.43	13,698.43
520 - WATER	1,169.28	1,169.28
570 - SOLID WASTE DIVISION	6,119.05	6,119.05

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	2,197.14	2,197.14
103 - COLUMBUS SENIOR CENTER	60.00	60.00
110 - POLICE	1,015.26	1,015.26
120 - FIRE	397.56	397.56
121 - RESCUE	6,622.08	6,622.08
150 - PARKS	124.98	124.98
151 - PAWNEE PLUNGE WATER PARK	7,318.64	7,318.64
200 - STREETS	12.00	12.00
220 - E911	1,108.26	1,108.26
500 - WASTEWATER COLLECTION	12.00	12.00
501 - WASTEWATER TREATMENT FAC	13,686.43	13,686.43
520 - WATER	1,169.28	1,169.28
570 - TRANSFER STATION	6,119.05	6,119.05

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	TARA VASICEK	112.00	
100-100-53200	PROFESSIONAL SERVICES	AMERICAN LEGAL PUBLISHING	ORDS LINKED IN CODE - ORDS: 25-03	10.00	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
100-100-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	2,197.14	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	COUPLE INSERT, PLUG INSERT, HOSE CLAMP	19.92	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	164.45	
100-100-54310	BUILDING MAINTENANCE	OTIS ELEVATOR COMPANY	FREIGHT ELEVATOR SHUTDOWN	688.60	
100-100-54310	BUILDING MAINTENANCE	SETTJE PLUMBING	REPLACE BROKEN STOOL IN WOMENS RESTROOM	382.90	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	HEARING, LIQUOR LICENSE	987.62	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	2G BLANK CVR GRAY, 1/2" 3H 2G BOX GRAY	14.98	
100-100-56010	SUPPLIES	EGAN SUPPLY CO	TOILET BOWL CLEANER, MF TOWELS, GLOVES,	388.03	
100-100-56010	SUPPLIES	MENARDS	SCOURING STICK, SCOUR PADS, GREENER CLF	34.58	
100-100-56010-CREAT	SUPPLIES	VAN IPEREN JEAN	REIMBURSE - HANGING ROD HOOKS FOR GALLE	148.35	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	IJ HP CARTRIDGES	986.09	
100-100-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT - CITY HALL	271.19	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	116.04	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	380.68	
100-100-56410	BOOKS AND PUBLICATIONS	THOMSON REUTERS - WEST	MCQUILLIN LAW OF MUNICIPAL CORPORATIONS	2,448.00	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMM BLI	116,925.00	
Total For Dept 100 GENERAL ADMINISTRATION				127,307.57	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-48100	REFUNDS	MURRAY LORI	REIMBURSE RITA MURRAY CAT PASSES	60.00	
100-102-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
100-102-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTER, PM 5W20 SYN BLEND	61.66	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	98.57	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
Total For Dept 102 COLUMBUS AREA TRANSIT				295.17	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	60.00	
100-103-55900	MISCELLANEOUS	WEMHOFF REFRIGERATION INC	REPAIR WALK IN FREEZER	923.21	
100-103-56010-III-B	SUPPLIES	MID-AMERICAN RESEARCH	URINAL MATS	210.00	
100-103-56010-III-B	SUPPLIES	SUPER SAVER	GROCERIES, AIR FRESHENER	9.09	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, CUPS	100.10	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWELS, APRONS	51.30	
100-103-56010-III-C	SUPPLIES	MID-AMERICAN RESEARCH	URINAL MATS	210.00	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, BAGS	33.47	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, CUPS	314.31	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	41.44	
100-103-56020-III-C	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	41.43	
100-103-56020-III-E	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	5.83	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWELS, APRONS	57.20	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SYSCO LINCOLN	GROCERIES, CAN LINERS, ECOLAB SANITIZEF	466.54	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	118.49	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES, CUPS	10,305.52	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, COFFEE	44.86	
Total For Dept 103 COLUMBUS SENIOR CENTER				12,992.79	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	TARA VASICEK	112.00	
100-104-52700	TRAINING AND TUITION	VAN IPEREN JEAN	NEBRASKA PLANNING CONFERENCE - MILEAGE	204.44	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	VASICEK TARA L	REIMBURSE MILEAGE	169.40	
				485.84	
Total For Dept 104 CITY ADMINISTRATOR				485.84	
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	FLEECE FULL ZIP - ROTH	44.00	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
				86.94	
Total For Dept 105 FINANCE				86.94	
Dept 106 CITY CLERK					
100-106-55800	TRAVEL	CHOAT SHURAYA	MILEAGE TO/FROM SOUTH SIOUX CITY	162.40	
100-106-55800	TRAVEL	CORNHUSKER MARRIOTT HOTEL	SHURAYA CHOAT	224.00	
100-106-55800	TRAVEL	SOUTH SIOUX CITY MARRIOTT	SHURAYA CHOAT	550.00	
				936.40	
Total For Dept 106 CITY CLERK				936.40	
Dept 107 MAYOR/COUNCIL					
100-107-55800	TRAVEL	BULKLEY JIM	MILEAGE & PARKING - LARM CONFERENCE	130.30	
100-107-55800	TRAVEL	CORNHUSKER MARRIOTT HOTEL	JAMES BULKLEY	560.00	
				690.30	
Total For Dept 107 MAYOR/COUNCIL				690.30	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	WINDLE RACHEL	REIMBURSE UBER - LIFESAVERS CONFERENCE	167.92	
100-110-52700	TRAINING AND TUITION	ZYWIEC JEREMY	REIMBURSE MEALS	122.54	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	LOZOS CHICO	REIMBURSE THERAPY BILL	1,355.80	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS GENERAL SURGERY	JASON P ZYWIEC	17.50	
100-110-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING, SOFTWARE SUPPORT	1,015.26	
100-110-53520	CONTRACT SERVICES	PLATE VALLEY HUMANE SOCIETY	QUARTERLY PAYMENT PER AGREEMENT	21,000.00	
100-110-54310	BUILDING MAINTENANCE	OBRIST & CO INC	REPLACE VAC BREAKER	134.19	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	268.06	
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	10 - IMPRES 2 LI-ION BATTERIES	1,828.00	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	LOF - VIN #6325	1,833.19	
100-110-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	REPAIR 12V PLUG, ADD SUPPLEMENTAL GROUN	270.60	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-55900	MISCELLANEOUS	USMS ASSET FORFEITURE DIVI	BRANDON L HUTCHINSON SEIZED FUNDS	2,033.37	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, M/F TOWEL WHITE	166.63	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,559.00	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	155.03	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	966.10	
100-110-57510-21001	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	3 - CHARGERS, SINGLE UNIT & 3 - AUDIO P	607.11	
				34,807.50	
Total For Dept 110 POLICE				34,807.50	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	NEBRASKA STATE FIRE SCHOOL	2025 FIRE SCHOOL - HAYS, SALAK	300.00	
100-120-52800	UNIFORMS	GALLS LLC	5.11 COMPANY CARGO PANTS	483.30	
100-120-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONITORING, SOFTWARE SUPPORT	397.56	
100-120-54310	BUILDING MAINTENANCE	MENARDS	POWER WASHER, COVER, MOTION SENSOR, HOSE	149.06	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LUBE, OIL & FILTER VIN #2601	108.39	
100-120-54330	VEHICLE MAINTENANCE	HD SUPPLY	VEHICLE WASH	15.76	
100-120-54330	VEHICLE MAINTENANCE	MACQUEEN EQUIPMENT	2" VALVE BODY	464.87	
100-120-54330	VEHICLE MAINTENANCE	MENARDS	POWER WASHER, COVER, MOTION SENSOR, HOSE	264.04	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	FD TRUCK #1 PM SPECIAL BASE - OIL & FII	991.49	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FLAG NYLON 4X6'	44.99	
100-120-56010	SUPPLIES	MENARDS	SANDBAPER, SPRAY PAINT	51.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.47	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	128.05	
100-120-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TIDE PODS, BLEACH	17.82	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	165.48	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 03/24 -	15.53	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	361.08	
100-120-56650	MEMBERSHIP DUES	NEBRASKA STATE VOLUNTEER	NSVFA MEMBER - HAYS, SALAK	50.00	
Total For Dept 120 FIRE				4,192.88	
Dept 121 RESCUE					
100-121-44233	AMBULANCE SERVICES	HEALTHY BLUE NEBRASKA	REFUND	0.53	
100-121-52700	TRAINING AND TUITION	NORTHEAST COMMUNITY COLLEGE	SPRING 2025 PARAMEDIC FEES - BRODERICK	480.00	
100-121-52800	UNIFORMS	GALLS LLC	5.11 COMPANY CARGO PANTS	483.29	
100-121-54310	BUILDING MAINTENANCE	MENARDS	POWER WASHER, COVER, MOTION SENSOR, HOSE	149.06	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LUBE, OIL & FILTER VIN #2601	108.39	
100-121-54330	VEHICLE MAINTENANCE	HD SUPPLY	VEHICLE WASH	15.77	
100-121-54330	VEHICLE MAINTENANCE	MACQUEEN EQUIPMENT	CHECK REAR SUSPENSION, AIR LEAK ON AIR	6,622.08	
100-121-54330	VEHICLE MAINTENANCE	MENARDS	POWER WASHER, COVER, MOTION SENSOR, HOSE	264.04	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY - FIRE DEPARTMENT	101.01	
100-121-56010	SUPPLIES	NCE EMPOWERING SAFETY	AUTOLOCKING SNAP MOUNTING SYSTEM	1,624.00	
100-121-56010	SUPPLIES	STRYKER SALES LLC	CABLE, PATIENT	466.40	
100-121-56010	SUPPLIES	TOOLEY DRUG	GLUCOSE MONITORS & STRIPS	105.36	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.46	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	128.03	
100-121-56030	CLEANING SUPPLIES/SERVICE	MENARDS	TIDE PODS, BLEACH	17.82	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	165.47	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 03/24 -	15.54	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	361.08	
Total For Dept 121 RESCUE				12,052.02	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	NEBRASKA STATE FIRE SCHOOL	2025 FIRE SCHOOL - PORTER, EGGER	300.00	
100-125-52700	TRAINING AND TUITION	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM	110.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				410.00	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	CHAMBERLAIN JESSICA	STAFF TRAINING: FOSTERING HEALTHY COMM	163.00	
100-130-53400-STAFF	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	64.00	
100-130-54310	BUILDING MAINTENANCE	INFUZE CREATIVE INC	DISPLAY CONCEPT & DESIGN	925.00	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	189.12	
100-130-56010-MTRLS	SUPPLIES	CAPITAL ONE - WALMART	CLOROX 409	4.96	
100-130-56030	CLEANING SUPPLIES/SERVICE	CAPITAL ONE - WALMART	CLOROX 409	14.16	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	712.21	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	116.04	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 4/01 - 4/30	209.95	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	PRETZEL, FROSTING, MARSHMELLOS, SUGAR C	139.42	
100-130-56400-YASCH	PROGRAMS	CAPITAL ONE - WALMART	ANIMAL CRACKERS, POCKY, SNACK BAGS, MII	102.25	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD	31.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	59.03	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	CENTRAL PROGRAMS INC	BOOKS	1,339.02	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	OBERG LOCKSMITH	NEW LOCKS AND KEYS	758.00	
Total For Dept 130 LIBRARY				4,871.09	
Dept 140 CEMETERY					
100-140-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HYDRAULIC OIL, MOLE KILLER	72.97	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
Total For Dept 140 CEMETERY				115.91	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	SMJ INTERNATIONAL LLC	ESCROW BALANCE - NE T-MOBILE 1314 17TH	3,655.74	
100-145-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	LEGALS	176.25	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	214.70	
Total For Dept 145 COMMUNITY DEVELOPMENT				4,046.69	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	UNIVERSITY OF NE-LINCOLN	TREE CARE UPDATE - KEEFOVER, ECKHARDT,	40.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	77.06	
100-150-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	124.98	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	COUPLE INSERTS POLY, ADAPTER INSERT, HE	67.78	
100-150-54310	BUILDING MAINTENANCE	COLUMBUS PLUMBING COMPANY	2 - SELF CLOSING VALVES	190.99	
100-150-54310	BUILDING MAINTENANCE	MENARDS	PLASTIC SURFACE DRAIN	522.83	
100-150-54310	BUILDING MAINTENANCE	NOSWETT FENCING INC	PAWNEE PARK GATE	650.00	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	PRIME/ORG 50/50 1 GAL	9.37	
100-150-54320	EQUIPMENT MAINTENANCE	BOMGAARS	TORCH HEAD TRIGGER, DIESEL EXHAUST FLUI	35.97	
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	COUPLER, FF FEMALE	127.69	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	12" LOOP 3/8 .050 PICCO LOW-VIBE	21.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	LAKEVIEW SMALL ENGINE INC	TORO TILLER	1,275.00	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	SPRAY PAINT	93.96	
100-150-56010	SUPPLIES	AMERICAN NITRILE OPERATION	X-LARGE GLOVES	80.00	
100-150-56010	SUPPLIES	BEACON ATHLETICS LLC	2 - SOCCER NETS - REPLACEMENT	305.50	
100-150-56010	SUPPLIES	BLAZER MANUFACTURING CO I	SOCCER GOALS - HANOVER PARK	2,527.20	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPE	42 BAGS - 50# ATHLETIC FIELD MARKER	608.16	
100-150-56010	SUPPLIES	MATHESON-LINWELD	OXYGEN IND & ACETYLENE IND	81.86	
100-150-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	OFFICE SUPPLIES	39.16	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	208.59	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
100-150-56400	PROGRAMS	TOWNSEND DIANA	REFUND SHELTER RENTAL PAWNEE PARK	150.00	
100-150-57200-23016	CAPITAL-LAND & BUILDINGS	NEMAHA LANDSCAPE CONSTRUCT	PAWNEE PARK BASEBALL FIELD CONVERSION	144,210.20	
100-150-57200-24015	CAPITAL-LAND & BUILDINGS	SHELBY LUMBER CO INC.	EAST & WEST SHELTER PROJECT	50,263.00	
100-150-57200-24030	CAPITAL-LAND & BUILDINGS	BAUER UNDERGROUND INC.	FIBER NETWORK	1,935.00	
Total For Dept 150 PARKS				203,688.24	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52700	TRAINING AND TUITION	STARGUARD ELITE LLC	CERTIFICATIONS - STARGUARD LIFEGUARD	400.00	
100-151-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
100-151-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	509.64	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	SHOP TOWELS	2.99	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	PLAYTIME LLC	2 - LILY PADS	6,809.00	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025 POOLS	75.92	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				7,829.55	
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	RAGS PAPER, GRAFITTI REMOVER	27.98	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	MENARDS	FLEXZILLA CORD, MOUNTING STRIPS, WEATHE	136.69	
100-152-56010	SUPPLIES	CAPITAL ONE - WALMART	E6000 CLR, MARKERS	20.58	
100-152-56060	CHEMICALS	AQUA-CHEM INC	HYPOCHLORITE SOLUTIONS, HYDROCHLORIC AC	1,499.20	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	209.78	
100-152-56400	PROGRAMS	CAPITAL ONE - WALMART	HSY SWTS MIX	29.92	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025 POOLS	360.81	
Total For Dept 152 AQUATIC CENTER POOL				2,284.96	
Dept 155 VAN BERG GOLF COURSE					
100-155-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL BEER COOLER - VANBERG	313.77	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	ANTIFREEZE	19.50	
100-155-54320	EQUIPMENT MAINTENANCE	ZIMCO SUPPLY CO	PLASTIC CUP, YELLOW ROPE	660.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FOLDING SAW, TRANSPLANTER, TROWEL	74.74	
100-155-56010	SUPPLIES	ZIMCO SUPPLY CO	DIVOT MATE LOW STAND, DURA-FLEX SIGN	402.30	
100-155-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	2 - 5 GALLON BOTTLE WATER DELIVERED TO	34.00	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025	1,643.88	
Total For Dept 155 VAN BERG GOLF COURSE				3,148.19	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
100-156-54310	BUILDING MAINTENANCE	SACKETT ELECTRIC INC	TRACE OVERLOADED CIRCUITS, REPLACE DAM	2,186.66	
100-156-54310	BUILDING MAINTENANCE	SERVICEMASTER CLEANING &	CLEAN CARPET	539.36	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BEARINGS, OIL SEAL	44.02	
100-156-54320	EQUIPMENT MAINTENANCE	PREFERRED PIPELINE LLC	SAND	945.90	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	BED KNIFE SCREWS, THERMOSTAT, STATIONAF	4,434.41	
100-156-54320	EQUIPMENT MAINTENANCE	ZIMCO SUPPLY CO	DURA-FLEX SIGNS, DIRECTIONAL MRK	2,216.10	
100-156-54350	GOLF CART/COURSE MAINT	NEBRASKA GOLF & TURF INC	CANOPY SUPPORT, BAG HOOP ASSY, A-ARM, E	2,913.62	
100-156-54490	IRRIGATION MAINTENANCE	KELLY SUPPLY COMPANY	PLASTIC PIPE, PVC CEMENT, PURPLE PRIMEF	280.18	
100-156-55400	ADVERTISING AND PROMOTION	COLUMBUS AREA VISITORS BUF	VISITORS GUIDE 2025	700.00	
100-156-55900	MISCELLANEOUS	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025	4.43	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	80.06	
100-156-56060	CHEMICALS	ZIMCO SUPPLY CO	CREDIT MEMO - 23-24 SYNGENTA EOP REBATE	(820.40)	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - POU WITH FILTER	184.00	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	CENTER PULL TOWELS, TOILET PAPER	99.90	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	176.04	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	104.46	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025	8,459.34	
Total For Dept 156 QUAIL RUN GOLF COURSE				23,065.08	
Total For Fund 100 GENERAL FUND				443,307.12	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWELS ORANGE, UNIFORMS	552.12	
200-200-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.34	
200-200-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	12.00	
200-200-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS LLC	WEST DOOR - RE-SECURED CLOSER ARM	51.67	
200-200-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNICAF	SPRING REPLACEMENT	683.33	
200-200-54320	EQUIPMENT MAINTENANCE	TRUCK CENTER COMPANIES	VALVE PARK BRAKE	3,336.24	
200-200-54460	LAND MAINTENANCE	BOMGAARS	COVER ROLL, POLY	320.98	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DUCT TAPE, TARP	63.96	
200-200-56010	SUPPLIES	ARMOR EQUIPMENT	4-SEG GUTTER BROOM	1,048.00	
200-200-56010	SUPPLIES	CENTRAL SAND & GRAVEL CO	CRUSHED GRAVEL	2,529.59	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	M-FOLD TOWELS, CENTERPULL TOWELS, BATH	83.48	
200-200-56010	SUPPLIES	GREAT PLAINS BUILDING SUP	2 - 4X4-12 ACQ TREATED	40.92	
200-200-56010	SUPPLIES	KELLY SUPPLY COMPANY	HOSE SHANK, BALL VALVE	6.34	
200-200-56010	SUPPLIES	LAWSON PRODUCTS	TUFF-TORQ HEX CAP SCREW, LOCK NUT	99.05	
200-200-56010	SUPPLIES	MIDWEST SERVICE & SALES CO	2 - CARBIDE BLADES	3,179.30	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	167.95	
200-200-56010	SUPPLIES	WINTER EQUIPMENT COMPANY	2 - XTENDOR KITS	357.19	
200-200-56220	ELECTRICITY	COMMONWEALTH ELECTRIC COM	DOWNTOWN LIGHTS & PHOTO EYES	1,832.84	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	236.18	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	138.84	
200-200-57200-24021	CAPITAL-LAND & BUILDINGS	SCHEMMER ASSOCIATES INC.	3RD STREET WATER & SEWER CONSTRUCTION I	2,605.00	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	UNION PACIFIC RAILROAD CO	DOT #815711X; 15TH ST PRELIMINARY EBGIN	90.05	
200-200-57510-25023	CAPITAL-EQUIPMENT	SNAP-ON INDUSTRIAL	3BK RC 84IN RED BLT	11,445.22	
Total For Dept 200 STREETS				29,013.59	
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS, DRILL BIT	26.31	
200-202-56010	SUPPLIES	LAWSON PRODUCTS	SLVR BEARING MINI, 3/16X2 INSULFORMST	98.50	
200-202-56010	SUPPLIES	MENARDS	ENERGIZER BATTERIES AAA, AA, 9V	48.27	
200-202-56090	SMALL TOOLS	SNAP-ON INDUSTRIAL	OIL/DYE INJECTOR	507.91	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	12V HVY DUTY BATTERY	473.27	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	DIAPHRAM PUMP	271.17	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	10ZA/C UV DYE, QT PAG OIL	11.36	
200-202-56130	SUPPLIES FOR RESALE	TITAN MACHINERY INC-FREMONT	CONVERTER, POWER 24V/12V	1,120.61	
200-202-56130	SUPPLIES FOR RESALE	TRACTOR SUPPLY CREDIT PLAN	MULTI USE UTILITY MAT	57.99	
Total For Dept 202 MECHANICS SHOP				2,615.39	
Total For Fund 200 STREETS/ENGINEERING				31,628.98	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
205-205-56010	SUPPLIES	MENARDS	36" LED, CRACK FILLER, 600 SERIES/G1/S4	88.91	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	APRIL CLEANING SERVICE	260.00	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	28.10	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	85.88	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	54.90	
Total For Dept 205 AIRPORT				549.79	
Total For Fund 205 AIRPORT				549.79	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	LINCOLN JOURNAL STAR	LEGALS	28.00	
Total For Dept 206 DOWNTOWN BID				28.00	
Total For Fund 206 DOWNTOWN BID				28.00	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	NENA	PREVENTING TELECOMMUNICATOR TUNNEL VISI	160.00	
220-220-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	1,108.26	
220-220-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	130.21	

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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	APRIL CLEANING SERVICE	260.00	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	54.89	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	122.96	
220-220-57510-24028	CAPITAL-EQUIPMENT	MOTOROLA SOLUTIONS INC.	800 MHZ STATE RADIO PROJECT	29,350.00	
Total For Dept 220 E911				32,543.11	
Total For Fund 220 COMMUNICATIONS - E911				32,543.11	
Fund 240 HOUSING REHAB & LOANS					
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	23-DTR-003	3,082.50	
240-244-56780	HOUSING LOANS & ADMIN	SAMSON INC	23-DTR-003 CDBG AGREEMENT	30,355.18	
Total For Dept 244 CDBG DPA LOANS (NENEDD)				33,437.68	
Total For Fund 240 HOUSING REHAB & LOANS				33,437.68	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	418.79	
500-500-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.33	
500-500-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
500-500-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	12.00	
500-500-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS LLC	WEST DOOR - RE-SECURED CLOSER ARM	51.67	
500-500-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	SPRING REPLACEMENT	683.33	
500-500-54320	EQUIPMENT MAINTENANCE	STAN HOUSTON EQUIP CO, INC	REPAIR RING SAW	381.22	
500-500-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	INSERT ELBOW	2.39	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	REDUCING COUPLING	60.27	
500-500-54390	SYSTEM MAINTENANCE	KELLY SUPPLY COMPANY	CAP S&D	19.06	
500-500-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	SEWER FITTINGS	276.31	
500-500-54390	SYSTEM MAINTENANCE	MENARDS	DAWN	59.64	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	M-FOLD TOWELS, CENTERPULL TOWELS, BATH	83.48	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	39.36	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	171.61	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025 UTILITY	39,462.39	
Total For Dept 500 WASTEWATER COLLECTION				41,906.85	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	288.08	
500-501-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	288.30	
500-501-54310	BUILDING MAINTENANCE	EDISON LIGHTING SUPPLY &	ELS-LPHB-2FT-162W	629.62	
500-501-54310	BUILDING MAINTENANCE	SETTJE PLUMBING	REPAIR MENS & WOMENS STOOL	607.14	
500-501-56010	SUPPLIES	MENARDS	TRASH BAGS, FEBREEZE, DAWN, EPOXY, PINE	156.08	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, BAR TOWELS, SHOP TOWELS ORANGE	64.09	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	13,398.13	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,579.05	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	85.88	
500-501-56650	MEMBERSHIP DUES	WATER ENVIRONMENT FEDERAT	MEMBERSHIP DUES - MARTIN EATON	87.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				17,183.37	
Total For Fund 500 UTILITY SERVICE				59,090.22	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	223.85	
520-520-53200	PROFESSIONAL SERVICES	MOMS & MOPS	CLEANING CENTRAL MAINTENANCE	133.33	
520-520-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP 3TR NBD ONSITE WITH ACTIVE CARE	32.00	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	MOVED CAMERA UP OUT OF THE WAY OF THE I	1,986.05	
520-520-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS LLC	WEST DOOR - RE-SECURED CLOSER ARM	51.66	
520-520-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	SPRING REPLACEMENT	683.34	
520-520-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	BATTERIES	17.23	
520-520-54320	EQUIPMENT MAINTENANCE	STAN HOUSTON EQUIP CO, INC	REPAIR RING SAW	381.21	
520-520-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	O-RING, WASHER BEVEL, WASHER FLAT	40.81	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	FASTENERS	71.33	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	5 - HYDRANT HOSE NOZZLES	997.40	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	2952 18TH AVE	2,990.03	
520-520-54390	SYSTEM MAINTENANCE	GERHOLD CONCRETE COMPANY	2851 ST FRANCIS DR	633.21	
520-520-54420	WELL MAINTENANCE	POWER TECH LLC	WELL #16 - EVAPORATOR FREEZING UP	591.82	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	WATER TESTING	303.00	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	M-FOLD TOWELS, CENTERPULL TOWELS, BATH	83.49	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,303.35	
520-520-56100	LABORATORY	USA BLUE BOOK	HACH FLORIDE REAGENT	485.73	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	25 - 510M S/POINT M2	18,776.00	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	166.69	
520-520-56240	TELEPHONE	FRONTIER	NWP 3/30/25 TO 4/29/25	89.52	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	247.28	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025 UTILITY	6,889.17	
		Total For Dept 520 WATER		40,197.50	
		Total For Fund 520 WATER		40,197.50	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-55900	MISCELLANEOUS	ARNOLD MOTOR SUPPLY	12V HIGH PERF BATTERY	147.87	
560-560-55900	MISCELLANEOUS	UNION PACIFIC RAILROAD CO	ROW/STATION MAPS	75.00	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - MARCH 2025 UTILITY	2,100.63	
		Total For Dept 560 STORMWATER UTILITY		2,323.50	
		Total For Fund 560 STORMWATER UTILITY		2,323.50	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	344.13	
570-570-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	INTRUSION MONOTORING, SOFTWARE SUPPORT	366.90	
570-570-54320	EQUIPMENT MAINTENANCE	TITAN MACHINERY INC-OMAHA	REPLACE BRAKE VALVE	5,752.15	
570-570-54330	VEHICLE MAINTENANCE	BAUER BUILT TIRE	SERVICE CALL	282.35	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIR	547.00	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	ALLIANCE OAT ELC 50/50	69.00	
570-570-56010	SUPPLIES	TRACTOR SUPPLY CREDIT PLAN	PLOW BOLTS	1.88	
570-570-56030	CLEANING SUPPLIES/SERVICE	MENARDS	BOUNTY	26.91	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	321.81	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE FEB 27 - MAR 26	42.94	
		Total For Dept 570 TRANSFER STATION		7,755.07	
		Total For Fund 570 SOLID WASTE DIVISION		7,755.07	

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DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 600 HEALTH INSURANCE Dept 600 HEALTH INSURANCE 600-600-53600	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	119,226.46	
		Total For Dept 600 HEALTH INSURANCE		<u>119,226.46</u>	
		Total For Fund 600 HEALTH INSURANCE		<u>119,226.46</u>	
Fund 999 PAYROLL CLEARING Dept 000 999-000-21510 999-000-21530	HEALTH ACCOUNT PAYABLE FLEXIBLE SPEND PAYABLE	AUXIANT AUXIANT	HEALTH FUNDING FLEX FUNDING	78,750.80 7,742.45	
		Total For Dept 000		<u>86,493.25</u>	
		Total For Fund 999 PAYROLL CLEARING		<u>86,493.25</u>	

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OPEN

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

Fund 100 GENERAL FUND	443,307.12
Fund 200 STREETS/ENGINEE	31,628.98
Fund 205 AIRPORT	549.79
Fund 206 DOWNTOWN BID	28.00
Fund 220 COMMUNICATIONS	32,543.11
Fund 240 HOUSING REHAB	33,437.68
Fund 500 UTILITY SERVICE	59,090.22
Fund 520 WATER	40,197.50
Fund 560 STORMWATER UTIL	2,323.50
Fund 570 SOLID WASTE DIV	7,755.07
Fund 600 HEALTH INSURANC	119,226.46
Fund 999 PAYROLL CLEARIN	86,493.25

Total For All Funds:	<u>856,580.68</u>
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**5. APPROVAL OF MINUTES - Included in Consent Agenda**

**6. SPECIAL PRESENTATIONS**

6.A. Proclamation declaring April 2025 as Child Abuse & Neglect Prevention Month.



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

## PROCLAMATION

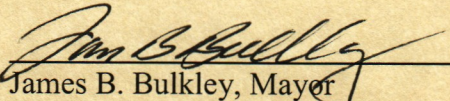
- Whereas,** Child abuse and neglect is a serious problem that affects every segment of our community, and finding solutions requires input and action from everyone; and
- Whereas,** Child abuse can have long-term psychological, emotional and physical effects that present lifelong consequences for victims of abuse; and
- Whereas,** Protective factors are conditions that reduce or eliminate risk and promote the social, emotional and developmental well-being of children; and
- Whereas,** Prevention remains the best defense for our children and families; and
- Whereas,** Effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and
- Whereas,** Our children are our most valuable resources and will shape the future of the city of Columbus; and
- Whereas,** The Columbus community must make every effort to promote programs and activities that create strong and thriving children and families; and
- Whereas,** We acknowledge that we must work together as a community to increase awareness about child abuse and support the social and emotional well-being of children and families in a safe, stable, and nurturing environment.

**Now, therefore,** I, James B. Bulkley, Mayor of the City of Columbus, Nebraska, do hereby proclaim the month of April, 2025, as:

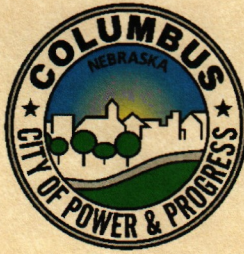
### ***“Child Abuse & Neglect Prevention Month”***

in Columbus, Nebraska, and encourage all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.



  
James B. Bulkley, Mayor  
City of Columbus, Nebraska

6.B. Proclamation declaring week of April 14, 2025, as Youth Appreciation Week.



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

## PROCLAMATION

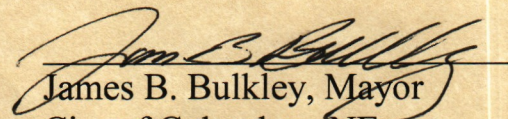
- WHEREAS,** the vast majority of youth are well informed, concerned, kind, knowledgeable, and responsible citizens who are willing and interested in becoming involved in efforts to improve our society; and
- WHEREAS,** the accomplishments and achievements of these young people deserve the recognition and praise of their community; and
- WHEREAS,** Optimist International has, since 1954, developed and promoted a program entitled, YOUTH APPRECIATION WEEK; and
- WHEREAS,** the citizens of Columbus, Nebraska have indicated a desire to join the Columbus Optimist and Optimist International in expressing their appreciation, encouragement, and respect for the contributions of youth

**NOW, THEREFORE,** I James B. Bulkley, Mayor of the City of Columbus, Nebraska do hereby proclaim the week of April 14, 2025, as

### **“YOUTH APPRECIATION WEEK”**

in Columbus, Nebraska and encourage all citizens to join the Columbus Optimist and Optimist International in carrying this message.



  
James B. Bulkley, Mayor  
City of Columbus, NE

## **7. PUBLIC HEARINGS**

- 7.A. Public hearing - Application from NYC Tobacco LLC dba Celtic Smoke Shop for retail Class D liquor license located at 2322 23 Street and Ebrahim Almansob 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, April 7, 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 NYC Tobacco LLC dba Celtic Smoke Shop, 2322 23 Street, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus  
Shuraya Choat, City Clerk


Publish 03:27:25  
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: MARCH 17, 2025

SUBJECT: CELTIC SMOKE SHOP (NYC TOBACCO, LLC)  
2322 23<sup>RD</sup> STREET  
COLUMBUS, NEBRASKA

LIQUOR MANAGER: EBRAHIM ALMANSOB

Celtic Smoke Shop is a convenience store in Columbus that plans to sell several products including alcohol.

- 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 in the long-term. There will be adequate parking within their parking lot. There is currently construction in the area that is causing temporary traffic issues.

- 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 N-Stant Convenience which is 56 feet away or a one minute walk, there is also Pizza Hut which is 276 feet away or a one minute walk, there is also Walgreen's Pharmacy which is 300 feet away or a one minute walk, there is also CVS Pharmacy which is 350 feet away or a two minute walk, and there is also Tokyo Cuisine which is 0.1 miles away or a four 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: March 7, 2025

DUE DATE: April 2, 2025

Applicant NYC Tobacco, LLC dba Celtic Smoke Shop  
Address 2322 23<sup>rd</sup> Street, Columbus, NE 68601  
Legal Description PT LOT 20 & LOT 21 EXC E22'1" BLK E MAHOOD

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

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

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

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

General Neighborhood/Area Land Uses: Commercial, single family residential

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

Street Width and Profile: 66-foot Urban, 5-Lane undivided

Speed Limit: 35 mph

Average Daily Traffic Count: 25,405 ADT(2021)



---

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: 80485

LICENSE TYPE Class D Beer, Wine, Spirits Off Sale Only	APPLICATION DATE RECEIVED 2025-02-25
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME NYC Tobacco, LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS Celtic Smoke Shop	CORPORATE NUMBER
INCORPORATION DATE 2023-05-02	
CORRESPONDENCE ADDRESS 2322 23rd Street Columbus, NE 68601	
MAILING ADDRESS 2322 23rd Street Columbus, NE 68601	
PHYSICAL ADDRESS 2322 23rd Street Columbus, NE 68601	
CONTACT NAME Kerry Harrahill	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 397-1898	ALTERNATE PHONE

FAX

EMAIL

kerry@kelleyplucker.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ebrahim	President		100

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

Yes

AGENT

Kerry Harrahill

AGENT TYPE

Individual

PREMISES TYPE

Convenience without Gas

PREMISES NAME

Celtic Smoke Shop

OPERATOR

Ebrahim Almansob

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-02-28

PHYSICAL ADDRESS

2322 23rd Street  
Columbus, NE 68601

MAILING ADDRESS

CONTACT NAME

Kerry Harrahill

PREFERRED CONTACT METHOD

Email

CONTACT PHONE  
(402) 397-1898

ALTERNATE PHONE

FAX

EMAIL

kerry@kelleyplocker.com

PREMISES MANAGER  
Ebrahim Almansob

PREMISES MANAGER EMAIL  
almansob737@gmail.com

QUESTIONS

### **Class D Beer, Wine, Spirits Off S**

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)

L50, W34'

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

No

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

one

5. 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

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

No

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

No

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

April 1, 2025 - if approved by this date or once approved

9. What are the anticipated hours of operation?

9:00am - 10:00pm Daily (Sunday - Saturday)

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

No

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

No

12. Is anyone listed on this application a law enforcement officer?

No

13. 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

Ebrahim Almansob

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

Yes

Prior experience in cashier/sales - alcohol

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

Yes

16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

17 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.

none

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

Yes

19 Are you applying for a Temporary Operating Permit?

No

20 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?

Ebrahim Almansob

21 What is the manager's address?

1015 S 42nd Street  
Omaha, NE 68105

22 What is the manager's phone number?

(347) 881-4244

23 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/>

Douglas

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

almansob737@gmail.com

25 Is the manager married?

Yes

Alyamamh El-mansoob

yamamah2712@gmail.com

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Affidavit of non-participation	NYC Tobacco, LLC - Spousal Affidavit.pdf	Affidavit of Non-participation
Lease / Deed / Purchase Agreement	NYC TOBACCO, LLC - LEASE.pdf	Lease
Privacy Act Statement	Privacy Act Statement - Ebrahim Almansob.pdf	Privacy Act Statement
Business Plan	Celtic Smoke Shop - Business Plan.pdf	Business Plan
Premises Description & Diagram	Diagram - Celtic Smoke Shop.pdf	Diagram

#### APPLICANT

Kerry Harrahill

## 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.

# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**

Alyama h El-mansoob  
\_\_\_\_\_  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this February 24, 2025 (date)

by Alyama h El-mansoob  
\_\_\_\_\_  
**Name of person acknowledged  
(Individual signing document)**

  
\_\_\_\_\_  
Signature of **APPLICANT**

Ebrahim Almansob  
\_\_\_\_\_  
Print Name

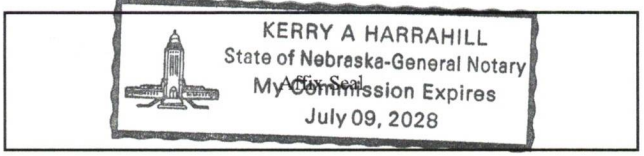
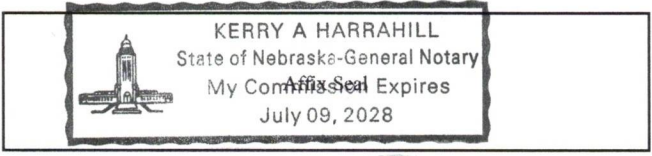
State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this February 24, 2025 (date)

by Ebrahim Almansob  
\_\_\_\_\_  
**Name of person acknowledged  
(Individual signing document)**

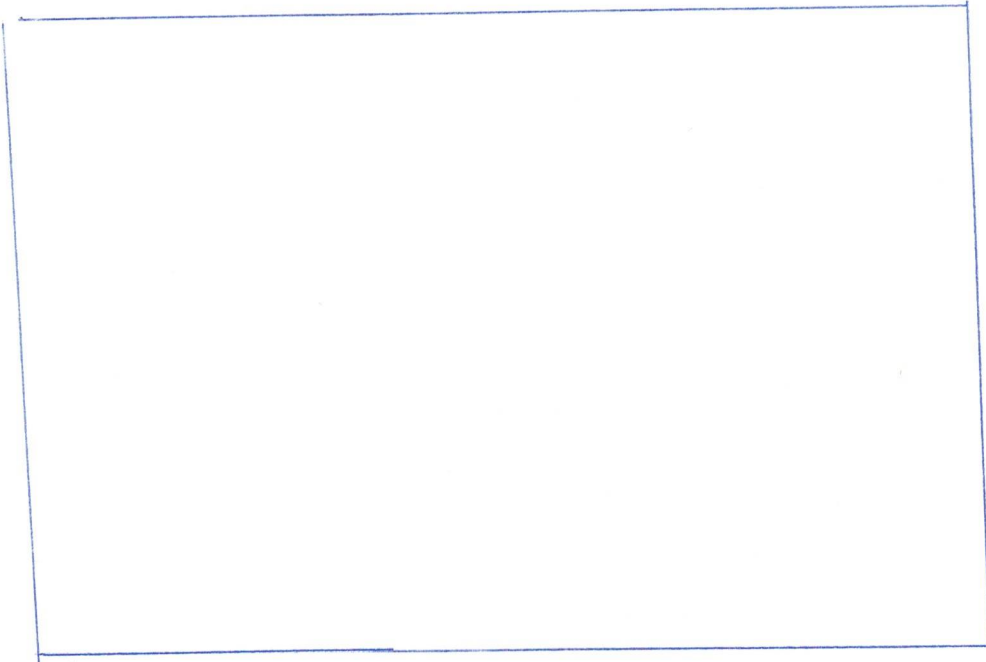
  
\_\_\_\_\_  
Notary Public Signature

  
\_\_\_\_\_  
Notary Public Signature



Celtic Smoke Shop is a locally owned convenience store located at 2322 23rd street Columbus, operating daily from 9:00 AM to 10:00 PM. It will provide essential products, including snacks, beverages, and household goods, as well as alcohol. The smoke shop will be managed/operated by Ebrahim Almansob.

N ↑



34' W

50' L

# Nebraska Secretary of State

## NYC TOBACCO LLC

Tue Feb 25 11:48:04 2025

**SOS Account Number**

2305220235

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

EBRAHIM MUTANA AL MANSOB

1015 S 42ND STREET

OMAHA, NE 68105

**Designated Office Address**

1015 S. 42ND STREET

OMAHA, NE 68105

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

May 02 2023

**Next Report Due Date**

Jan 01 2025

### Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	May 02 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Jun 09 2023	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

## COMMERCIAL LEASE

THIS LEASE is made and entered into this <sup>24<sup>th</sup></sup> day of January, 2025, by and between KKB, Inc., a Nebraska Corporation, hereinafter called "LESSOR", and NYC TOBACCO, LLC, a Nebraska limited liability company, hereinafter called "LESSEE".

### PREMISES LEASED

1. Lessor does hereby lease, let, and demise to Lessee those certain premises hereinafter referred to as "PREMISES" as described in EXHIBIT "A", commonly known as 2322 23rd Street, Columbus, NE 68601.

### PURPOSE

2. The leased premises are to be used for convenience store / tobacco store and for other reasonable uses as required by Lessee's business.

Lessee agrees that it will not use the premises for or carry on or permit upon said premises any offensive, noisy or dangerous trade, business or occupation, or any nuisance, or anything against public policy, or anything in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

### TERM

3. The term of this Lease shall be for five (5) years commencing April 1, 2025 and ending February 28, 2030, unless sooner terminated as herein provided.

In the event the commencement date of the term of the Lease is other than provided above, then Lessor and Lessee shall execute a written acknowledgment of the date of commencement and shall attach it to the Lease as EXHIBIT "B".

If Lessee holds possession hereunder after the expiration of the term of this Lease with the consent of Lessor, Lessee shall become a Lessee from year to year at the rentals designated by the Lessor and upon all the terms and conditions herein specified.

Lessee shall have the right to renew this Commercial Lease for one (1) additional five (5) year term at the rental amount provided in paragraph 4 hereof. Lessee shall give Lessor notice of the exercise of such option at least 60 days before the expiration of the term. Lessee shall be given possession on February 1, 2025 in order to prepare the premises to be used as a convenience store / tobacco store.

### RENT

4. Lessee shall pay to Lessor as rental for the premises, Three Thousand Three Hundred no/100 Dollars (\$3,300.00) on or before the fifth day of April, 2025 and on the fifth day of each month during the first year of this Lease. There shall be no rental charge for the months February and March 2025. Lessor acknowledges receipt of the sum of \$6,600.00 from Lessee prior to execution of this Commercial Lease. Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) of said sum shall be applied to rent for the month of April, 2025 and the balance in the sum of Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) shall be held by Lessor as a security deposit. Rent shall be paid without deduction, offset, prior notice or demand. If the commencement date is not the first day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or

terminates. If payment is not made when due, a late charge equal to ten (10%) percent of the monthly payment will accrue after five (5) days' grace.

The rent shall be adjusted annually during the term of the Lease including any extension term (if any), by a percentage equal to the percentage increase for the previous twelve (12) month period, using the index month that is three (3) full months prior to the anniversary month, in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics (the CPI). In no event will the rent adjust downward as a result of a change in the CPI.

#### IMPROVEMENTS

5. Any improvements which are necessary to meet the occupancy requirements of Lessee, and the installation of which has been approved by Lessor (which approval shall not be unreasonably withheld) shall be furnished and installed at the expense of Lessee but such additional improvements shall be installed through a contractor selected or approved by Lessor and in accordance with plans and specifications approved in writing by Lessor. (The approval of the contractor and plans shall not be unreasonably withheld by Lessor.)

At the termination of this Lease, Lessor, at its sole option, may require Lessee to remove any installed fixtures and partitions and to place the premises in the same condition as existed upon the commencement of this Lease, or may require said fixtures or partitions to remain as part of the premises.

#### LESSOR NOT LIABLE FOR DAMAGES

6. Lessor shall not be liable to Lessee or to any other person or persons whomever for any damages to the premises or for or on account of any loss, damage or injury to any person or property therein, caused by said premises being out of repair, by defects in said building and/or premises and/or equipment therein contained, or by the failure to keep each and all of the same in good order and repair, or by theft, fire, water, gas, electricity or other cause, or occasioned by bursting, leakage or overflow of any plumbing, or any waste, or water, gas, steam, or other pipes, tanks, drains, washstands or other similar cause, in, above, upon or about the premises, nor shall Lessor be liable for any loss, damage or injury to person or property occurring upon the premises or in any means of entrance or exit therefrom, from whatever cause originating, specifically including acts of omission or neglect of Lessee or of Lessee's agents, nor shall Lessor be liable for any loss, damage or injury arising from acts or neglects of co-lessees or other occupants of the building, or of any owners or occupants of adjacent or contiguous property, or from loss of light occasioned by alteration or construction of adjacent structures or otherwise. Any and all claims for any damage referred to in this paragraph are hereby waived by Lessee. Without limiting the generality of the foregoing, Lessee hereby waives any rights it may have against Lessor on account of any loss or damage occasioned to Lessee, its property or the premises, arising in a manner generally covered by fire and extended coverage insurance, and Lessee further agrees to have the insurance companies insuring Lessee against such loss, including loss to goods, wages and merchandise of Lessee, or covering any use and occupancy of Lessee, waive any right of subrogation they may have against Lessor.

#### INDEMNITY

7. Lessee, as a material part of the consideration for this Lease, does hereby assume all risk of injury or damages caused by Lessee, Lessee's employees or invitees, or by any person or persons who may be in or upon the premises with the consent of Lessee, or from every other source whatsoever, to persons or property, including all property of Lessee and Lessor in said premises. Lessee hereby indemnifies and agrees to hold Lessor harmless on account of any

damages or injury to persons, to the premises or to the building, howsoever occurring. Lessee further agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the premises or the building of which the premises are a part, by reason of any act or omission of the Lessee, then Lessee shall hold Lessor harmless from all liability by reason thereof. Lessee agrees that its covenants to hold Lessor harmless shall include Lessee's obligation to pay Lessor's reasonable attorneys fees and court costs, if any, incurred by Lessor in connection with any of said matters. Lessee's undertaking hereunder shall in no way be limited by the provisions of paragraph 9.

### INSURANCE

8. Lessee covenants and agrees that it will reimburse Lessor, during the entire term hereof, for the following types of insurance in the amounts specified in the form hereinafter provided for:

a. Public Liability and Property Damage: Bodily injury and death public liability insurance with limits of not less than \$1,000,000.00 per person and \$2,500,000.00 per occurrence, insuring against any and all liability of Lessor and/or Lessee with respect to said premises or arising out of the maintenance, use or occupancy thereof. Property damage liability insurance with a limit of not less than \$500,000.00 per occurrence. Such bodily injury insurance and such property damage liability insurance shall specifically insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of person and injury or damage to property as contained in paragraph 7 hereof.

b. Fire and Extended Coverage: Insurance on all improvements installed by Lessee against loss or damage by fire, with extended coverage endorsement, in an amount of at least ninety (90%) percent of actual replacement cost.

c. Policy Form: All policies of insurance provided for herein shall be issued by good, responsible and standard companies acceptable to Lessor, qualified to do and doing business in this State, and shall be issued in the name of Lessee and Lessor for their mutual and joint benefit and protection.

All public liability, property damage and other casualty policies shall be written as primary policies and shall not be contributing with any coverage which Lessor may carry.

### TAXES

9. Lessee will pay all taxes and assessments levied or assessed against the demised premises during the term hereof, including, but not limited to real estate tax, governmental agencies ad valorem taxes and any special assessments with respect to the demised premises and the improvements thereon during the term of this Lease or any extension thereof. It is further understood and agreed that all ad valorem taxes assessed during the first and last years of the term of this Lease shall be prorated and that Lessee shall only be liable for such portions of such taxes assessed for said first and last years as its months of occupancy during any of said years shall bear to the total of twelve (12) months. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Lessee's option exercisable by written notice to Lessor, Lessor shall advise the appropriate governmental agency of its intention to elect payment in annual installments and Lessee shall be liable for only such annual installments as shall be due and payable during the term of this Lease, or, if the option to extend shall be exercised, the extended term hereof. Should Lessee fail to pay any tax or special assessment when due and payable, Lessor may, if Lessor so desires, pay the same and the amount together with any penalties which Lessor may have paid, shall immediately become due and payable to Lessor as additional rent. Lessee shall have the right in its name or in Lessor's name,

whichever shall be appropriate, but at its own cost and expense, to file and prosecute applications for reduction of assessed valuation and to institute legal proceedings for the reduction thereof. In no event shall Lessee be liable for payment of any income, estate or inheritance taxes imposed upon the Lessor or the estate of the Lessor with respect to the demised premises. However, Lessee shall not pay any income tax levied upon or assessed against the Lessor.

#### UTILITIES

10. Also, the Lessee shall be liable for and shall pay, throughout the term of this Lease, all charges for all utility services furnished to the premises, including but not limited to electricity, gas, water and garbage disposal. The Lessee shall make application directly to Loup River Public Power District for its own electric service and, if the Lessee is required to have its own electric meter and meter loops, then it shall apply to said utility district for said meter and to any qualified electric contractor for a meter base and meter loop, all at the expense of the Lessee. In the event a water meter is necessary, it also shall be paid for and installed at the expense of the Lessee. Any Lessee not having a water meter and having a water type air conditioner on the premises shall equip and maintain said air conditioner with a fully operating return pump at all times.

#### TRUE NET LEASE

11. The parties hereto acknowledge and agree that this is a true net lease and that Lessee shall pay at his expense all costs of maintenance, including but not limited to all taxes, insurance, utilities, maintenance expenses, snow removal, weed control and weed spray in parking lot, etc.

#### ALTERATIONS

12. Lessee has No Right to Make Alterations: Lessee agrees to not make any major additions, alterations, changes or improvements on the premises or any part thereof, without the consent of Lessor first obtained in writing, except alterations, changes, additions and improvements, if any, which Lessee is required to make by the provisions of this Lease. Lessor's written approval for all such work, including that required by this Lease, shall also be required. Lessee agrees to give Lessor written notice of commencement date of any alterations, improvements, or repairs to be made in, to or upon the premises, whether interior or exterior, not later than ten (10) days prior to the commencement of any such work, in order to give Lessor time to post notices of non-responsibility. Lessee shall keep the premises free of any liens or encumbrances, and if required by Lessor, shall deliver to Lessor satisfactory lien and completion bonds to cover any such work. All alterations, improvements and changes that may be required or permitted hereunder shall be and become the property of Lessor, as previously provided in paragraph 6 above of this Lease. Lessor shall have a lien on any of Lessee's movable furniture and equipment not previously assigned to Lessor, to secure the performance of Lessee's covenants in this Lease, but such lien shall not deprive Lessor of any creditor's rights given by law in the absence of security or other remedies in this Lease.

Lessor's Right to Make Alterations: Lessor may at any time remodel, make alterations, additions, improvements and/or repairs to the building and/or the premises without abatement for rental, and may for such purposes, erect scaffolding and all other necessary structures, and Lessee shall not claim or be allowed to be paid any damages for any injury or inconvenience occasioned thereby. Entry by Lessor after Lessee has vacated the premises, for the purpose of making repairs or decorating, shall not constitute a termination of this Lease unless Lessor so elects in writing.

### LESSOR'S RIGHT OF ENTRY

13. Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the premises to carry out and perform Lessor's obligations hereunder, for the purpose of showing the premises to prospective tenants and purchasers, and for such other purposes as may be reasonably necessary in connection with the operation of said building; also for the purpose of examining said premises and affecting alterations, additions, improvements and/or to remodel, all without limiting the generality of the foregoing, also as provided in paragraph 12 above and in paragraph 16 below.

### MECHANIC'S LIENS

14. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it in the premises of a character which will or may result in liens on Lessor's reversionary estate therein, and Lessee will keep the premises free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage costs or expenses, including attorneys fees, on account of liens and/or claims of liens of laborers or material men or others for work performed or materials or supplies furnished for Lessee or persons claiming under it.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

If Lessee shall be in default in payment of any charge for which a mechanic's lien claim and suit to foreclose the lien shall have been filed, and Lessee shall not have given Lessor security to protect the property and Lessor against such claim of lien, Lessor may (but shall not be so required) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor as additional rent, and Lessee shall and agrees to pay the same with interest at the highest rate allowable by law from the date of Lessor's payment.

Should any claims of lien be filed against the premises, or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

Lessor or its representatives shall have the right to go upon and inspect the premises at all times and shall have the right to post and keep posted therein notices which Lessor may deem to be proper for the protection of Lessor's interest in the premises.

### ASSIGNING, MORTGAGING, SUBLETTING

15. Lessee shall not transfer, assign, sublet, or hypothecate this Lease or Lessee's interest in and to the premises without first procuring the written consent of Lessor, which consent shall not be unreasonably withheld, and any attempted transfer, assignment, subletting or hypothecation without such written consent shall be void and confer no rights upon any third person. The consent to one or more assignments or sub-leases shall not be deemed a consent to any further assignment or sub-leases.

## REPAIRS AND MAINTENANCE

16. Lessee's Obligations: Lessee agrees at all times during the term hereof, and at its own cost and expense, to keep the premises in good order, condition and repair, and in a clean, sanitary and safe condition in accordance with the laws of this State, and in accordance with all directions, rules and regulations of health officials, fire marshals, police officials, building inspectors or other proper officers of governmental agencies having or claiming jurisdiction thereof, and to repair and maintain in the premises and every part thereof and including without limitations, all fixtures and other equipment therein, all window sash, casement or frames, doors and door frames, and glass and plate glass, and also to repair and maintain any appurtenances to said premises, and all such items of repair, maintenance (including janitorial and trash removal), and improvements or reconstruction as may at any time or from time to time be required by any governmental agency having or claiming jurisdiction thereof, excepting only that Lessee shall not be required to repair, restore or reconstruct that portion of the building originally constructed by Lessor, if the same is damaged by reason of fire, windstorm, hail, damage from explosion not covered by the insurance covered by paragraph 8 hereof, aircraft, smoke, or other risks covered by standard coverage insurance. Lessee waives all rights to make repairs at Lessor's expense. If Lessee does not make repairs promptly and adequately, or if Lessee does not furnish and provide adequate janitorial service and trash removal, as herein elsewhere required, Lessor may (but need not) make such repairs and/or furnish such services, and if such repairs are made or services furnished by Lessor, Lessee shall promptly pay as additional rental hereunder the reasonable cost thereof with interest thereon at the highest rate allowable by law.

It is understood and agreed that Lessor shall be under no obligation to make any repairs, alterations or improvements to and upon the premises at any time. Lessor shall have no liability of any kind or nature for failure to make repairs.

## DAMAGE AND CONSTRUCTION

17. In the event the premises or the building of which the premises are a part are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the premises.

In the event the premises or the building of which the premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than twenty-five (25%) percent of the then full replacement value of the premises or the building of which the premises are a part. In the event the destruction of the premises or of the building is to an extent greater than twenty-five (25%) percent of the then full replacement value, then Lessor shall have the option either: (a) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (b) give notice to Lessee at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) nor more than sixty (60) days after the giving of such notice. In the event of giving of such notice, this Lease shall expire and all interest to the Lessee in the premises shall terminate on the date so specified in such notice and the rent, reduced by any proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the premises, shall be paid up to date of such termination.

Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the premises by Lessee.

#### EMINENT DOMAIN

18. If all or any part of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If a part of the premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter to be paid shall be equitably reduced. Before Lessee may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the premises. If any part of the building other than the premises shall be so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award, as above provided.

#### DEFAULT; REMEDIES

19. Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee.

a. Any failure by Lessee to pay the rent or any other monetary sums required to be paid hereunder, where such failure continues for five (5) days after written notice by Lessor to Lessee.

b. The abandonment or vacation of the premises by Lessee.

c. A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for twenty (20) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Lessee shall not be deemed to be in default if Lessee shall, within such period, commence such cure and thereafter diligently prosecute the same to completion.

d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of the petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy, unless in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Remedies: In the event of any such material default or breach by Lessee, Lessor may, at its election, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Terminate Lessee's right to possession of the leased premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the leased premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all

damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the leased premises; expenses of reletting, including necessary renovation and alteration of the leased premises, reasonable attorneys fees, and any real estate commission actually paid (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission). Unpaid installments of rent or other sums shall be subject to a late charge of ten (10%) percent of the due and unpaid amount and, in addition, shall bear interest from the date due at the rate of the lower of (1) twelve (12%) percent per annum, or (2) the highest rate permitted by the law of the jurisdiction wherein the leased premises are situated. Whether or not Lessee shall have abandoned the leased premises, Lessor shall have the option of (1) retaking possession of the leased premises and recovering from Lessee the amount specified in this sub-paragraph, or (2) proceeding as hereinafter provided.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the leased premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Enter upon the premises or any part thereof, either with or without process of law, and to expel, remove or put out Lessee or any other person or persons who may be thereon, together with all personal property found therein; any Lessor may, from time to time, without terminating this Lease, relet said premises or any part thereof, either in the name of Lessee or in Lessor's own name, for such term or terms ( which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change dsaid premises; and at the option of Lessor, rents received by Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, attorneys fees, advertising fees and brokerage fees (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission), and to the payment of any repairs, renovations, remodeling, redecorations, alterations, and changes in the premises; third, to the payment of rent due and payable hereunder; and, if after so applying said rentals there is any deficiency to Lessor, such deficiency shall be calculated and collected by Lessor monthly. In no event shall Lessee be entitled to any excess rental over and above said obligation of Lessee. No such re-entry, taking possession or re-letting of the premises shall be construed as an election of Lessor's part to terminate this Lease, or as an acceptance of a surrender of the premises, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach and default. Should Lessor, at any time, terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof over the then reasonable rental value of the premises for the said period. All of the remedies herein provided shall be cumulative to all other rights or remedies herein given to Lessor or given to Lessor by law, including, but not limited to, Lessor's right to recover from Lessee the worth at the time of any court award of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

d. Offset any amounts due to Lessor from Lessee against any sum due to Lessee from Lessor.

e. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

Nothing herein contained shall be construed as obligating the Lessor to relet the whole or any part of the leased premises.

In the event of a default as provided in this Article, Lessor shall have the right, but not the obligation, to remove from said premises all personal property located therein and may place the same in storage for the account of and at the expense and risk of Lessee, and Lessee hereby irrevocably appoints Lessor the agent and attorney in fact of Lessee for such purpose and agrees to pay on demand to Lessor, as additional rent, any costs incurred by Lessor in removing, placing and maintaining the same in storage.

#### ESTOPPEL AFFIDAVIT

20. Lessee shall at any time upon not less than thirty (30) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee, (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (b) that there are no uncured defaults in Lessor's performance, and (c) that not more than one month's rent has been paid in advance.

If Lessor desires to finance or refinance the building, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

#### NON-LIABILITY OF LESSOR AFTER TRANSFER

21. In the event of any transfer or assignments of Lessor's interest herein, Lessor herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyances of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, provided that any funds in the hands of such Lessor, or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease, shall be paid to Lessee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect to their respective successive periods as Lessor of said premises.

#### CAPTIONS; ATTACHMENTS; DEFINED TERM

22. The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Lease.

Exhibits attached hereto, and addendums and schedules initially by the parties are deemed by attachment to constitute part of this Lease and are incorporated herein.

The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several.

The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

#### ENTIRE AGREEMENT

23. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this agreement.

#### SEVERABILITY

24. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### TIME; JOINT AND SEVERAL LIABILITY

25. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Lessee. All of the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

#### BINDING EFFECT: CHOICE OF LAW

26. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 21, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

#### WAIVER

27. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver of Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

## SURRENDER OF PREMISES

28. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

## NOTICES

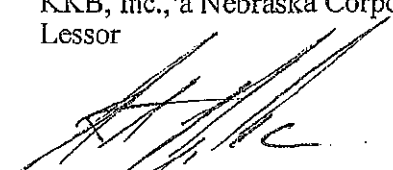
29. Whenever notices, demands, permissions, consents, approvals or other communications permitted or required by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and delivered personally or mailed. If mailed, they shall be sent by certified or registered mail, postage prepaid, if by Lessee, addressed to the Lessor at KKB Inc., 107 Cottonwood Drive, Columbus, NE 68601, or to such other person or place as the Lessor may from time to time designate in a notice to the Lessee, or if by Lessor, addressed to the Lessee at NYC Tobacco, LLC, a Nebraska limited liability company, 2040 Agate Street, Marion, IA 52302. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed shall be conclusive evidence of the date of mailing.

## FIRST RIGHT OF REFUSAL


30. In the event Lessor shall receive a bona fide offer to purchase the real estate described above, and the offer is satisfactory to Lessor, Lessor shall first give Lessee the privilege of purchasing the above real estate at the price and on the terms of the offer so made. The privilege shall be given by notice sent to Lessee by certified mail, requiring Lessee to accept the offer in writing and to sign a suitable purchase agreement within fifteen (15) days after mailing the notice. The failure of Lessee to accept the offer to purchase or to sign a purchase agreement within the period provided shall nullify and void the privilege of Lessee and Lessor shall be at liberty to sell the above real estate to any other person or entity for the price and terms offered. Should Lessee fail to exercise his First Right of Refusal, he agrees to provide to Lessor a release of the First Right of Refusal within fifteen (15) days of it being provided to him by Lessor. In the event Lessee exercises this option, Lessee shall receive a credit toward the purchase price equal to the amount of the previous twelve (12) months of rent paid hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and date first hereinabove written.

KKB, Inc., a Nebraska Corporation,  
Lessor

  
\_\_\_\_\_  
Rick Kubler, President

NYC TOBACCO, LLC, a Nebraska  
limited liability company, Lessee

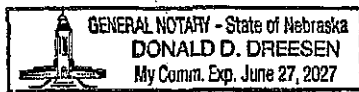
  
\_\_\_\_\_  
Ebrahim Almansob, Manager

STATE OF NEBRASKA )  
 )  
COUNTY OF PLATTE ) : ss.

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Ebrahim Almansob, to me personally known to be the manager of NYC TOBACCO, LLC, a Nebraska limited liability company, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



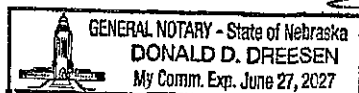
  
\_\_\_\_\_  
Notary Public


STATE OF NEBRASKA )  
 )  
COUNTY OF PLATTE ) : ss.

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Rick Kubler to me personally known to be the president of KKB Inc., a Nebraska corporation, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

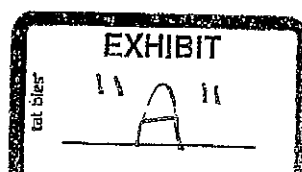


  
\_\_\_\_\_  
Notary Public

A tract of land located in Lots 20 and 21, Block "E", Mahood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as beginning at the Southwest Corner of said Lot 21; thence North along the west line of said Lots 20 & 21, a distance of 103 feet; thence East and parallel to the North line of said Lot 21, a distance of 55 feet; thence South and parallel to the west line of said Lot 20, a distance of 15 feet; thence East along the North line of said Lot 21, a distance of 53.67 feet; thence South and parallel to the East line of said Lot 21, a distance of 88 feet; thence West along the South line of said Lot 21, a distance of 109.07 feet to the point of beginning, Except

A tract of land located in Lot 21, Block E, Mahood addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 21; thence northerly a distance of 4.50 feet along the west line of said Lot 21; thence easterly deflecting 090 degrees, 43 minutes, 56 seconds right, a distance of 6.26 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 1.14 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 102.90 feet to a point on the east line of the property owned by the grantor(s); thence southerly deflecting 089 degrees, 16 minutes, 04 seconds right; a distance of 3.38 feet along said line to a point on the south line of said lot 21 to a point on the northerly existing Highway 30 right of way line; thence westerly deflecting 090 degrees, 44 minutes, 34 seconds right a distance of 109.14 feet along said right of way line to the southwest corner of said Lot 21 to the point of beginning containing 375.29 square feet, more or less.







# Nebraska Liquor Control

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

## Additional Information Requested

File Number: 80485

LICENSE TYPE  Class D Beer, Wine, Spirits Off Sale Only	ADDITIONAL INFORMATION DATE RECEIVED  2025-02-28
SECONDARY LICENSE(S)  None selected	
LICENSEE LEGAL NAME  NYC Tobacco, LLC	LICENSEE TYPE  Corporation
DOING BUSINESS AS  Celtic Smoke Shop	CORPORATE NUMBER
INCORPORATION DATE  2023-05-02	
CORRESPONDENCE ADDRESS  2322 23rd Street Columbus, NE 68601	
MAILING ADDRESS  2322 23rd Street Columbus, NE 68601	
PHYSICAL ADDRESS  2322 23rd Street Columbus, NE 68601	
CONTACT NAME  Kerry Harrahill	PREFERRED CONTACT METHOD  Email

CONTACT PHONE  
(402) 397-1898

ALTERNATE PHONE

FAX

EMAIL

kerry@kelleyplucker.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Ebrahim	President		100

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Your lease can not be month to month after the initial term. It can be a year to year lease after the initial term but it can not be month to month. Please correct and submit the corrected and signed lease using this one time link. Contact me if you have any questions. Hannah Teinert 402.471.2735 hannah.teinert@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	NYC TOBACCO, LLC - LEASE.pdf	Lease

APPLICANT

Kerry Harrahill

## COMMERCIAL LEASE

THIS LEASE is made and entered into this 29 day of January, 2025, by and between KKB, Inc., a Nebraska Corporation, hereinafter called "LESSOR", and NYC TOBACCO, LLC, a Nebraska limited liability company, hereinafter called "LESSEE".

### PREMISES LEASED

1. Lessor does hereby lease, let, and demise to Lessee those certain premises hereinafter referred to as "PREMISES" as described in EXHIBIT "A", commonly known as 2322 23rd Street, Columbus, NE 68601.

### PURPOSE

2. The leased premises are to be used for convenience store / tobacco store and for other reasonable uses as required by Lessee's business.

Lessee agrees that it will not use the premises for or carry on or permit upon said premises any offensive, noisy or dangerous trade, business or occupation, or any nuisance, or anything against public policy, or anything in violation of any of the laws, ordinances, regulations or rules of any public authority at any time applicable thereto.

### TERM

3. The term of this Lease shall be for five (5) years commencing April 1, 2025 and ending February 28, 2030, unless sooner terminated as herein provided.

In the event the commencement date of the term of the Lease is other than provided above, then Lessor and Lessee shall execute a written acknowledgment of the date of commencement and shall attach it to the Lease as EXHIBIT "B".

If Lessee holds possession hereunder after the expiration of the term of this Lease with the consent of Lessor, Lessee shall become a Lessee from month to month at the rentals designated by the Lessor and upon all the terms and conditions herein specified.

Lessee shall have the right to renew this Commercial Lease for one (1) additional five (5) year term at the rental amount provided in paragraph 4 hereof. Lessee shall give Lessor notice of the exercise of such option at least 60 days before the expiration of the term. Lessee shall be given possession on February 1, 2025 in order to prepare the premises to be used as a convenience store / tobacco store.

### RENT

4. Lessee shall pay to Lessor as rental for the premises, Three Thousand Three Hundred no/100 Dollars (\$3,300.00) on or before the fifth day of April, 2025 and on the fifth day of each month during the first year of this Lease. There shall be no rental charge for the months February and March 2025. Lessor acknowledges receipt of the sum of \$6,600.00 from Lessee prior to execution of this Commercial Lease. Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) of said sum shall be applied to rent for the month of April, 2025 and the balance in the sum of Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) shall be held by Lessor as a security deposit. Rent shall be paid without deduction, offset, prior notice or demand. If the commencement date is not the first day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease commences and/or

terminates. If payment is not made when due, a late charge equal to ten (10%) percent of the monthly payment will accrue after five (5) days' grace.

The rent shall be adjusted annually during the term of the Lease including any extension term (if any), by a percentage equal to the percentage increase for the previous twelve (12) month period, using the index month that is three (3) full months prior to the anniversary month, in the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics (the CPI). In no event will the rent adjust downward as a result of a change in the CPI.

#### IMPROVEMENTS

5. Any improvements which are necessary to meet the occupancy requirements of Lessee, and the installation of which has been approved by Lessor (which approval shall not be unreasonably withheld) shall be furnished and installed at the expense of Lessee but such additional improvements shall be installed through a contractor selected or approved by Lessor and in accordance with plans and specifications approved in writing by Lessor. (The approval of the contractor and plans shall not be unreasonably withheld by Lessor.)

At the termination of this Lease, Lessor, at its sole option, may require Lessee to remove any installed fixtures and partitions and to place the premises in the same condition as existed upon the commencement of this Lease, or may require said fixtures or partitions to remain as part of the premises.

#### LESSOR NOT LIABLE FOR DAMAGES

6. Lessor shall not be liable to Lessee or to any other person or persons whomever for any damages to the premises or for or on account of any loss, damage or injury to any person or property therein, caused by said premises being out of repair, by defects in said building and/or premises and/or equipment therein contained, or by the failure to keep each and all of the same in good order and repair, or by theft, fire, water, gas, electricity or other cause, or occasioned by bursting, leakage or overflow of any plumbing, or any waste, or water, gas, steam, or other pipes, tanks, drains, washstands or other similar cause, in, above, upon or about the premises, nor shall Lessor be liable for any loss, damage or injury to person or property occurring upon the premises or in any means of entrance or exit therefrom, from whatever cause originating, specifically including acts of omission or neglect of Lessee or of Lessee's agents, nor shall Lessor be liable for any loss, damage or injury arising from acts or neglects of co-lessees or other occupants of the building, or of any owners or occupants of adjacent or contiguous property, or from loss of light occasioned by alteration or construction of adjacent structures or otherwise. Any and all claims for any damage referred to in this paragraph are hereby waived by Lessee. Without limiting the generality of the foregoing, Lessee hereby waives any rights it may have against Lessor on account of any loss or damage occasioned to Lessee, its property or the premises, arising in a manner generally covered by fire and extended coverage insurance, and Lessee further agrees to have the insurance companies insuring Lessee against such loss, including loss to goods, wages and merchandise of Lessee, or covering any use and occupancy of Lessee, waive any right of subrogation they may have against Lessor.

#### INDEMNITY

7. Lessee, as a material part of the consideration for this Lease, does hereby assume all risk of injury or damages caused by Lessee, Lessee's employees or invitees, or by any person or persons who may be in or upon the premises with the consent of Lessee, or from every other source whatsoever, to persons or property, including all property of Lessee and Lessor in said premises. Lessee hereby indemnifies and agrees to hold Lessor harmless on account of any

damages or injury to persons, to the premises or to the building, howsoever occurring. Lessee further agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the premises or the building of which the premises are a part, by reason of any act or omission of the Lessee, then Lessee shall hold Lessor harmless from all liability by reason thereof. Lessee agrees that its covenants to hold Lessor harmless shall include Lessee's obligation to pay Lessor's reasonable attorneys fees and court costs, if any, incurred by Lessor in connection with any of said matters. Lessee's undertaking hereunder shall in no way be limited by the provisions of paragraph 9.

## INSURANCE

8. Lessee covenants and agrees that it will reimburse Lessor, during the entire term hereof, for the following types of insurance in the amounts specified in the form hereinafter provided for:

a. Public Liability and Property Damage: Bodily injury and death public liability insurance with limits of not less than \$1,000,000.00 per person and \$2,500,000.00 per occurrence, insuring against any and all liability of Lessor and/or Lessee with respect to said premises or arising out of the maintenance, use or occupancy thereof. Property damage liability insurance with a limit of not less than \$500,000.00 per occurrence. Such bodily injury insurance and such property damage liability insurance shall specifically insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of person and injury or damage to property as contained in paragraph 7 hereof.

b. Fire and Extended Coverage: Insurance on all improvements installed by Lessee against loss or damage by fire, with extended coverage endorsement, in an amount of at least ninety (90%) percent of actual replacement cost.

c. Policy Form: All policies of insurance provided for herein shall be issued by good, responsible and standard companies acceptable to Lessor, qualified to do and doing business in this State, and shall be issued in the name of Lessee and Lessor for their mutual and joint benefit and protection.

All public liability, property damage and other casualty policies shall be written as primary policies and shall not be contributing with any coverage which Lessor may carry.

## TAXES

9. Lessee will pay all taxes and assessments levied or assessed against the demised premises during the term hereof, including, but not limited to real estate tax, governmental agencies ad valorem taxes and any special assessments with respect to the demised premises and the improvements thereon during the term of this Lease or any extension thereof. It is further understood and agreed that all ad valorem taxes assessed during the first and last years of the term of this Lease shall be prorated and that Lessee shall only be liable for such portions of such taxes assessed for said first and last years as its months of occupancy during any of said years shall bear to the total of twelve (12) months. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Lessee's option exercisable by written notice to Lessor, Lessor shall advise the appropriate governmental agency of its intention to elect payment in annual installments and Lessee shall be liable for only such annual installments as shall be due and payable during the term of this Lease, or, if the option to extend shall be exercised, the extended term hereof. Should Lessee fail to pay any tax or special assessment when due and payable, Lessor may, if Lessor so desires, pay the same and the amount together with any penalties which Lessor may have paid, shall immediately become due and payable to Lessor as additional rent. Lessee shall have the right in its name or in Lessor's name,

whichever shall be appropriate, but at its own cost and expense, to file and prosecute applications for reduction of assessed valuation and to institute legal proceedings for the reduction thereof. In no event shall Lessee be liable for payment of any income, estate or inheritance taxes imposed upon the Lessor or the estate of the Lessor with respect to the demised premises. However, Lessee shall not pay any income tax levied upon or assessed against the Lessor.

#### UTILITIES

10. Also, the Lessee shall be liable for and shall pay, throughout the term of this Lease, all charges for all utility services furnished to the premises, including but not limited to electricity, gas, water and garbage disposal. The Lessee shall make application directly to Loup River Public Power District for its own electric service and, if the Lessee is required to have its own electric meter and meter loops, then it shall apply to said utility district for said meter and to any qualified electric contractor for a meter base and meter loop, all at the expense of the Lessee. In the event a water meter is necessary, it also shall be paid for and installed at the expense of the Lessee. Any Lessee not having a water meter and having a water type air conditioner on the premises shall equip and maintain said air conditioner with a fully operating return pump at all times.

#### TRUE NET LEASE

11. The parties hereto acknowledge and agree that this is a true net lease and that Lessee shall pay at his expense all costs of maintenance, including but not limited to all taxes, insurance, utilities, maintenance expenses, snow removal, weed control and weed spray in parking lot, etc.

#### ALTERATIONS

12. Lessee has No Right to Make Alterations: Lessee agrees to not make any major additions, alterations, changes or improvements on the premises or any part thereof, without the consent of Lessor first obtained in writing, except alterations, changes, additions and improvements, if any, which Lessee is required to make by the provisions of this Lease. Lessor's written approval for all such work, including that required by this Lease, shall also be required. Lessee agrees to give Lessor written notice of commencement date of any alterations, improvements, or repairs to be made in, to or upon the premises, whether interior or exterior, not later than ten (10) days prior to the commencement of any such work, in order to give Lessor time to post notices of non-responsibility. Lessee shall keep the premises free of any liens or encumbrances, and if required by Lessor, shall deliver to Lessor satisfactory lien and completion bonds to cover any such work. All alterations, improvements and changes that may be required or permitted hereunder shall be and become the property of Lessor, as previously provided in paragraph 6 above of this Lease. Lessor shall have a lien on any of Lessee's movable furniture and equipment not previously assigned to Lessor, to secure the performance of Lessee's covenants in this Lease, but such lien shall not deprive Lessor of any creditor's rights given by law in the absence of security or other remedies in this Lease.

Lessor's Right to Make Alterations: Lessor may at any time remodel, make alterations, additions, improvements and/or repairs to the building and/or the premises without abatement for rental, and may for such purposes, erect scaffolding and all other necessary structures, and Lessee shall not claim or be allowed to be paid any damages for any injury or inconvenience occasioned thereby. Entry by Lessor after Lessee has vacated the premises, for the purpose of making repairs or decorating, shall not constitute a termination of this Lease unless Lessor so elects in writing.

### LESSOR'S RIGHT OF ENTRY

13. Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the premises to carry out and perform Lessor's obligations hereunder, for the purpose of showing the premises to prospective tenants and purchasers, and for such other purposes as may be reasonably necessary in connection with the operation of said building; also for the purpose of examining said premises and affecting alterations, additions, improvements and/or to remodel, all without limiting the generality of the foregoing, also as provided in paragraph 12 above and in paragraph 16 below.

### MECHANIC'S LIENS

14. Lessee agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it in the premises of a character which will or may result in liens on Lessor's reversionary estate therein, and Lessee will keep the premises free and clear of all mechanic's liens and other liens on account of work done for Lessee or persons claiming under it. Lessee agrees to and shall indemnify and save Lessor free and harmless against liability, loss, damage costs or expenses, including attorneys fees, on account of liens and/or claims of liens of laborers or material men or others for work performed or materials or supplies furnished for Lessee or persons claiming under it.

If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is entered, Lessee shall pay and satisfy the same at once.

If Lessee shall be in default in payment of any charge for which a mechanic's lien claim and suit to foreclose the lien shall have been filed, and Lessee shall not have given Lessor security to protect the property and Lessor against such claim of lien, Lessor may (but shall not be so required) pay the said claim and any costs, and the amount so paid, together with reasonable attorneys fees incurred in connection therewith, shall be immediately due and owing from Lessee to Lessor as additional rent, and Lessee shall and agrees to pay the same with interest at the highest rate allowable by law from the date of Lessor's payment.

Should any claims of lien be filed against the premises, or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

Lessor or its representatives shall have the right to go upon and inspect the premises at all times and shall have the right to post and keep posted therein notices which Lessor may deem to be proper for the protection of Lessor's interest in the premises.

### ASSIGNING, MORTGAGING, SUBLETTING

15. Lessee shall not transfer, assign, sublet, or hypothecate this Lease or Lessee's interest in and to the premises without first procuring the written consent of Lessor, which consent shall not be unreasonably withheld, and any attempted transfer, assignment, subletting or hypothecation without such written consent shall be void and confer no rights upon any third person. The consent to one or more assignments or sub-leases shall not be deemed a consent to any further assignment or sub-leases.

## REPAIRS AND MAINTENANCE

16. Lessee's Obligations: Lessee agrees at all times during the term hereof, and at its own cost and expense, to keep the premises in good order, condition and repair, and in a clean, sanitary and safe condition in accordance with the laws of this State, and in accordance with all directions, rules and regulations of health officials, fire marshals, police officials, building inspectors or other proper officers of governmental agencies having or claiming jurisdiction thereof, and to repair and maintain in the premises and every part thereof and including without limitations, all fixtures and other equipment therein, all window sash, casement or frames, doors and door frames, and glass and plate glass, and also to repair and maintain any appurtenances to said premises, and all such items of repair, maintenance (including janitorial and trash removal), and improvements or reconstruction as may at any time or from time to time be required by any governmental agency having or claiming jurisdiction thereof, excepting only that Lessee shall not be required to repair, restore or reconstruct that portion of the building originally constructed by Lessor, if the same is damaged by reason of fire, windstorm, hail, damage from explosion not covered by the insurance covered by paragraph 8 hereof, aircraft, smoke, or other risks covered by standard coverage insurance. Lessee waives all rights to make repairs at Lessor's expense. If Lessee does not make repairs promptly and adequately, or if Lessee does not furnish and provide adequate janitorial service and trash removal, as herein elsewhere required, Lessor may (but need not) make such repairs and/or furnish such services, and if such repairs are made or services furnished by Lessor, Lessee shall promptly pay as additional rental hereunder the reasonable cost thereof with interest thereon at the highest rate allowable by law.

It is understood and agreed that Lessor shall be under no obligation to make any repairs, alterations or improvements to and upon the premises at any time. Lessor shall have no liability of any kind or nature for failure to make repairs.

## DAMAGE AND CONSTRUCTION

17. In the event the premises or the building of which the premises are a part are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair the same; and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the premises.

In the event the premises or the building of which the premises are a part are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction be less than twenty-five (25%) percent of the then full replacement value of the premises or the building of which the premises are a part. In the event the destruction of the premises or of the building is to an extent greater than twenty-five (25%) percent of the then full replacement value, then Lessor shall have the option either: (a) to repair or restore such damage, this Lease continuing in full force and effect, but the rent to be proportionately reduced as hereinabove in this paragraph provided; or (b) give notice to Lessee at any time within thirty (30) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no less than thirty (30) nor more than sixty (60) days after the giving of such notice. In the event of giving of such notice, this Lease shall expire and all interest to the Lessee in the premises shall terminate on the date so specified in such notice and the rent, reduced by any proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the premises, shall be paid up to date of such termination.

Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions, or any other property installed in the premises by Lessee.

#### EMINENT DOMAIN

18. If all or any part of the premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and Lessor shall be entitled to any and all income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. If a part of the premises shall be so taken or appropriated and neither party hereto shall elect to terminate this Lease, the rental thereafter to be paid shall be equitably reduced. Before Lessee may terminate this Lease by reason of taking or appropriation as above provided, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair Lessee's use of the premises. If any part of the building other than the premises shall be so taken or appropriated, Lessor shall have the right, at its option, to terminate this Lease and shall be entitled to the entire award, as above provided.

#### DEFAULT; REMEDIES

19. Default: The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee.

a. Any failure by Lessee to pay the rent or any other monetary sums required to be paid hereunder, where such failure continues for five (5) days after written notice by Lessor to Lessee.

b. The abandonment or vacation of the premises by Lessee.

c. A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for twenty (20) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Lessee shall not be deemed to be in default if Lessee shall, within such period, commence such cure and thereafter diligently prosecute the same to completion.

d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of the petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy, unless in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Remedies: In the event of any such material default or breach by Lessee, Lessor may, at its election, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

a. Terminate Lessee's right to possession of the leased premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the leased premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all

damages incurred by Lessor by reason of Lessee's default, including, but not limited to, the cost of recovering possession of the leased premises; expenses of reletting, including necessary renovation and alteration of the leased premises, reasonable attorneys fees, and any real estate commission actually paid (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission). Unpaid installments of rent or other sums shall be subject to a late charge of ten (10%) percent of the due and unpaid amount and, in addition, shall bear interest from the date due at the rate of the lower of (1) twelve (12%) percent per annum, or (2) the highest rate permitted by the law of the jurisdiction wherein the leased premises are situated. Whether or not Lessee shall have abandoned the leased premises, Lessor shall have the option of (1) retaking possession of the leased premises and recovering from Lessee the amount specified in this sub-paragraph, or (2) proceeding as hereinafter provided.

b. Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the leased premises. In such event, Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

c. Enter upon the premises or any part thereof, either with or without process of law, and to expel, remove or put out Lessee or any other person or persons who may be thereon, together with all personal property found therein; any Lessor may, from time to time, without terminating this Lease, relet said premises or any part thereof, either in the name of Lessee or in Lessor's own name, for such term or terms ( which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change dsaid premises; and at the option of Lessor, rents received by Lessor from such re-letting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, attorneys fees, advertising fees and brokerage fees (affiliates of Lessor shall not be precluded, by reason of such affiliation, from earning and receiving such a commission), and to the payment of any repairs, renovations, remodeling, redecorations, alterations, and changes in the premises; third, to the payment of rent due and payable hereunder; and, if after so applying said rentals there is any deficiency to Lessor, such deficiency shall be calculated and collected by Lessor monthly. In no event shall Lessee be entitled to any excess rental over and above said obligation of Lessee. No such re-entry, taking possession or re-letting of the premises shall be construed as an election of Lessor's part to terminate this Lease, or as an acceptance of a surrender of the premises, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous breach and default. Should Lessor, at any time, terminate this Lease by reason of any default, in addition to any other remedy it may have, it may recover from Lessee the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the term hereof over the then reasonable rental value of the premises for the said period. All of the remedies herein provided shall be cumulative to all other rights or remedies herein given to Lessor or given to Lessor by law, including, but not limited to, Lessor's right to recover from Lessee the worth at the time of any court award of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

d. Offset any amounts due to Lessor from Lessee against any sum due to Lessee from Lessor.

e. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

Nothing herein contained shall be construed as obligating the Lessor to relet the whole or any part of the leased premises.

In the event of a default as provided in this Article, Lessor shall have the right, but not the obligation, to remove from said premises all personal property located therein and may place the same in storage for the account of and at the expense and risk of Lessee, and Lessee hereby irrevocably appoints Lessor the agent and attorney in fact of Lessee for such purpose and agrees to pay on demand to Lessor, as additional rent, any costs incurred by Lessor in removing, placing and maintaining the same in storage.

#### ESTOPPEL AFFIDAVIT

20. Lessee shall at any time upon not less than thirty (30) days prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the premises.

Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee, (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (b) that there are no uncured defaults in Lessor's performance, and (c) that not more than one month's rent has been paid in advance.

If Lessor desires to finance or refinance the building, Lessee hereby agrees to deliver to any lender designated by Lessor such financial statements of Lessee as may be reasonably required by such lender. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor in confidence and shall be used only for the purposes herein set forth.

#### NON-LIABILITY OF LESSOR AFTER TRANSFER

21. In the event of any transfer or assignments of Lessor's interest herein, Lessor herein named (and in case of any subsequent transfers or conveyances the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyances of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, provided that any funds in the hands of such Lessor, or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to Lessee by Lessor or the then grantor under any provisions of this Lease, shall be paid to Lessee, it being intended hereby that the covenants and obligations contained in this Lease on the part of Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during and in respect to their respective successive periods as Lessor of said premises.

#### CAPTIONS; ATTACHMENTS; DEFINED TERM

22. The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Lease.

Exhibits attached hereto, and addendums and schedules initially by the parties are deemed by attachment to constitute part of this Lease and are incorporated herein.

The words "Lessor" and "Lessee", as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several.

The obligations contained in this Lease to be performed by Lessor shall be binding on Lessor's successors and assigns only during their respective periods of ownership.

#### ENTIRE AGREEMENT

23. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between Lessor and Lessee relative to the premises and this agreement and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessor and Lessee. Lessor and Lessee agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this agreement.

#### SEVERABILITY

24. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### TIME; JOINT AND SEVERAL LIABILITY

25. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the premises to Lessee. All of the terms, covenants and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

#### BINDING EFFECT; CHOICE OF LAW

26. The parties hereto agree that all provisions hereof are to be construed as both covenants and conditions as though the words importing such covenants and conditions were used in each separate paragraph hereof. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to Section 21, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

#### WAIVER

27. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by Lessor of any performance by Lessee after the time the same shall have become due shall not constitute a waiver of Lessor of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Lessor in writing.

## SURRENDER OF PREMISES

28. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

## NOTICES

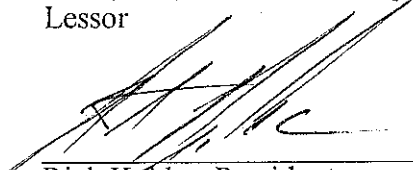
29. Whenever notices, demands, permissions, consents, approvals or other communications permitted or required by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and delivered personally or mailed. If mailed, they shall be sent by certified or registered mail, postage prepaid, if by Lessee, addressed to the Lessor at KKB Inc., 107 Cottonwood Drive, Columbus, NE 68601, or to such other person or place as the Lessor may from time to time designate in a notice to the Lessee, or if by Lessor, addressed to the Lessee at NYC Tobacco, LLC, a Nebraska limited liability company, 2040 Agate Street, Marion, IA 52302. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed shall be conclusive evidence of the date of mailing.

## FIRST RIGHT OF REFUSAL

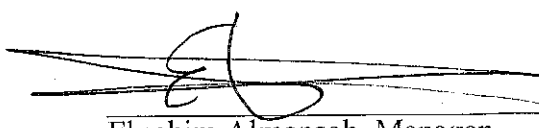
30. In the event Lessor shall receive a bona fide offer to purchase the real estate described above, and the offer is satisfactory to Lessor, Lessor shall first give Lessee the privilege of purchasing the above real estate at the price and on the terms of the offer so made. The privilege shall be given by notice sent to Lessee by certified mail, requiring Lessee to accept the offer in writing and to sign a suitable purchase agreement within fifteen (15) days after mailing the notice. The failure of Lessee to accept the offer to purchase or to sign a purchase agreement within the period provided shall nullify and void the privilege of Lessee and Lessor shall be at liberty to sell the above real estate to any other person or entity for the price and terms offered. Should Lessee fail to exercise his First Right of Refusal, he agrees to provide to Lessor a release of the First Right of Refusal within fifteen (15) days of it being provided to him by Lessor. In the event Lessee exercises this option, Lessee shall receive a credit toward the purchase price equal to the amount of the previous twelve (12) months of rent paid hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and date first hereinabove written.

KKB, Inc., a Nebraska Corporation,  
Lessor

  
\_\_\_\_\_  
Rick Kübler, President

NYC TOBACCO, LLC, a Nebraska  
limited liability company, Lessee

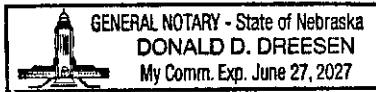
  
\_\_\_\_\_  
Ebrahim Almansob, Manager

STATE OF NEBRASKA )  
 : ss.  
COUNTY OF PLATTE )

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Ebrahim Almansob, to me personally known to be the manager of NYC TOBACCO, LLC, a Nebraska limited liability company, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



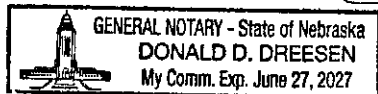
  
\_\_\_\_\_  
Notary Public


STATE OF NEBRASKA )  
 : ss.  
COUNTY OF PLATTE )

CORPORATE ACKNOWLEDGMENT

On this 24 day of January, 2025 before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Rick Kubler to me personally known to be the president of KKB Inc., a Nebraska corporation, that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

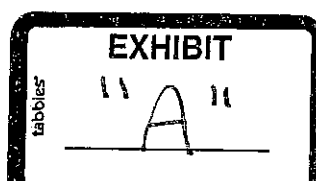


  
\_\_\_\_\_  
Notary Public

A tract of land located in Lots 20 and 21, Block "E", Mahood Addition to the City of Columbus, Platte County, Nebraska, more particularly described as beginning at the Southwest Corner of said Lot 21; thence North along the west line of said Lots 20 & 21, a distance of 103 feet; thence East and parallel to the North line of said Lot 21, a distance of 55 feet; thence South and parallel to the west line of said Lot 20, a distance of 15 feet; thence East along the North line of said Lot 21, a distance of 53.67 feet; thence South and parallel to the East line of said Lot 21, a distance of 88 feet; thence West along the South line of said Lot 21, a distance of 109.07 feet to the point of beginning, Except

A tract of land located in Lot 21, Block E, Mahood addition to the City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the southwest corner of said Lot 21; thence northerly a distance of 4.50 feet along the west line of said Lot 21; thence easterly deflecting 090 degrees, 43 minutes, 56 seconds right, a distance of 6.26 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 1.14 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 102.90 feet to a point on the east line of the property owned by the grantor(s); thence southerly deflecting 089 degrees, 16 minutes, 04 seconds right, a distance of 3.38 feet along said line to a point on the south line of said lot 21 to a point on the northerly existing Highway 30 right of way line; thence westerly deflecting 090 degrees, 44 minutes, 34 seconds right a distance of 109.14 feet along said right of way line to the southwest corner of said Lot 21 to the point of beginning containing 375.29 square feet, more or less.



**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - None**

**10. REPORTS OF COUNCIL COMMITTEES - None**

**11. REPORTS OF SPECIAL COMMITTEES - None**

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A. Quote from Sirius Computer Solutions LLC in the amount of \$22,196.94 for renewal of Cisco HyperFlex subscription for core data center servers.





# SOLUTION PROPOSAL

---

**Prepared for:**

CITY OF COLUMBUS  
2500 14TH ST STE 3  
COLUMBUS, NEBRASKA 68601-4958  
UNITED STATES

**Client Executive:**

Casey Lee  
+1 (402) 578-3555  
casey.lee@cdw.com

**Proposal Number:** Q-00475144

**Proposal Date:** 03/19/2025

**Expires:** 04/25/2025

**Description:** Cisco HyperFlex - Renew Sub1172416

**Currency:** USD

**Client Executive:**  
Casey Lee  
+1 (402) 578-3555  
casey.lee@cdw.com

**CITY OF COLUMBUS  
2500 14TH ST STE 3  
COLUMBUS, NEBRASKA 68601-4958  
UNITED STATES**



Sirius Computer Solutions, LLC

Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
www.siriuscom.com  
Sirius Tax ID # 74-2836721

**Proposal Number:** Q-00475144  
**Proposal Date:** 03/19/2025  
**Expires:** 04/25/2025  
**Description:** Cisco HyperFlex - Renew Sub1172416  
**Attn:**

Part #	Description	Qty	Ext. Price
HXDP-M5-SW	HyperFlex Data Platform M5 Software	1	\$0.00
SVS-DCM-SUPT-BAS	Basic Support for DCM	1	\$0.00
HXDP-M5-E-AD	HyperFlex Data Platform M5 Edge Advantage	3	\$22,196.94
<b>Extended Subtotal:</b>			<b>\$22,196.94</b>
<b>Total Client Price:</b>			<b>\$22,196.94</b>

**Proposal Comments:**

SAAS BILLING FREQUENCY: PREPAID

SAAS TERM: 36 MONTHS (4/25/2025 - 4/24/2028)

SAAS WILL TERMINATE AT END OF TERM. TO AVOID A DISRUPTION OF SERVICE, A NEW ORDER MUST BE PLACED PRIOR TO THE ORIGINAL TERM EXPIRATION.

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF COLUMBUS ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Proposal, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

As between Sirius and Customer, this Proposal is subject to the terms and conditions of the preceding referenced Agreement(s) or the included Terms and Conditions. To the extent any of the terms and conditions contained herein below conflict with the terms of above, referenced or otherwise, the terms contained herein will control in regards to Customer's use of the software subscriptions (collectively "Subscriptions") contained on this Proposal. Notwithstanding any provision to the contrary contained in any agreements between Sirius and Customer or this Proposal, all terms of use for the Subscriptions contained on this Proposal will be controlled by the terms and conditions at <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> ("Cisco General Terms") and any Product Specific Terms found at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. In addition, with respect to Subscription(s) that require Customer to have telephony services and/or public switched telephone network ("PSTN") access (such as WebEx), Customer shall consent for such PSTN or telephony provider to have access to Customer's administrative portal associated with such SaaS offering(s) and to provide such information as needed for said company to provide their services.

Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius to order the Subscriptions listed in this Proposal. Any terms proposed in Customer's acceptance of Sirius' offer that add to, vary from, or conflict with these terms and conditions are hereby objected to and shall not apply. Notwithstanding any provision to the contrary above, referenced or otherwise, Customer acknowledges that the Subscriptions contained on this proposal may be adjusted by Customer through Sirius, or the manufacturer, if applicable, including but not limited to subscription renewals, extensions, and other add-ons, (as defined by the manufacturer), and Customer will be responsible for and will pay all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any true-forwards, overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses. Further,

Customer acknowledges that the Subscriptions may be subject to recurring billing based upon Customer's then current usage of the Subscriptions. The Subscriptions are non-cancellable, non-returnable, and non-refundable. For purposes of clarity, the termination of any referenced Agreement(s) will not terminate any active Subscriptions contained herein.

For the purposes of determining the taxability of the Subscription items, the Subscriptions will be deemed to have been delivered to the location identified as the shipping address for these Subscriptions. If the Subscriptions include any tangible items delivered as a part of the Subscriptions, these items will be considered inconsequential for tax purposes and the relevant state law will apply.

#### **Cisco Terms and Conditions**

If applicable, Customer acknowledges that Sirius will provide separate invoices for the Webex service and the Cisco Calling Plan service. Sirius will collect applicable sales tax for the Webex service. If Customer selects a Cisco Calling Plan service, Sirius will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

Customer will pay all Fees for the use of the Cisco products and services as outlined in Sirius's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Sirius. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco products and services. Sirius will invoice Customer for the Subscription Fee periodically as set forth in this Proposal unless otherwise agreed to between the parties. Sirius will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

In addition to any other rights Sirius may have, Sirius may suspend or terminate the Cisco products and services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

The Cisco products and services purchased under this Proposal are non-cancellable and all Fees paid to Sirius are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR THE ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco products and services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL: [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/Cisco\\_General\\_Terms.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf), and the Buying Programs and Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions>, and (2) that Cisco or its affiliates and not Sirius will be responsible for the performance of the Cisco products and services.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Ship to Contact (Name, Phone, & Email)

\_\_\_\_\_  
Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.B. Quote from CDW Government in the amount of \$11,466.94 for Microsoft Office and Access licenses.

**Information Technology**

☎ 402-562-4242

@ it@columbusne.us



**City of Columbus**

**City Hall**

2500 14<sup>th</sup> St., Suite 3

P. O. Box 1677

Columbus, NE 68602

# MEMORANDUM

**DATE:** 3/28/2025  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Matt Soukup  
**RE:** Microsoft Office and Access Licenses

**RECOMMENDATION:**

I recommend the approval of the CDW quote to purchase Microsoft Office Standard and Microsoft Access licenses.

**DISCUSSION:**

The Microsoft Office licenses are part of the scheduled replacement of workstation for multiple departments. The Microsoft Access licenses are for the Water Department to be used to track and maintain databases for Cross Connect Survey and Lead Service Line Inventory.

**FISCAL IMPACT:**

The Microsoft Office licenses for this purchase will come from Computer Support/Maint. for multiple departments. Microsoft Access licenses will come from Water Production Computer Support/Maint.

**ALTERNATIVES:**

Staff makes no alternative recommendation.

**SIGNATURE:**

**By:** \_\_\_\_\_  
*Matt J Soukup*

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

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



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

**MATT SOUKUP,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PJRP642	3/27/2025	PJRP642	3896862	<b>\$11,466.94</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Office LTSC Standard 2024 - license - 1 PC</a> Mfg. Part#: EP2-27380 Electronic distribution - NO MEDIA Contract: CDWG GSA Schedule 47QTCA18D004K (47QTCA18D004K)	32	8105748	\$340.47	\$10,895.04
<a href="#">Microsoft Access LTSC 2024 - license - 1 license</a> Mfg. Part#: EP2-27126 Electronic distribution - NO MEDIA Contract: CDWG GSA Schedule 47QTCA18D004K (47QTCA18D004K)	5	8107779	\$114.38	\$571.90

<b>SUBTOTAL</b>	\$11,466.94
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$11,466.94</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF COLUMBUS ACCTS PAYABLE 2500 14TH ST STE 3 COLUMBUS, NE 68601-4958 <b>Phone:</b> (402) 564-8584 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF COLUMBUS MATT SOUKUP 2424 14TH ST COLUMBUS, NE 68601-5038 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## Sales Contact Info

**Mike Elliott** | (877) 459-7057 | [mike.elliott@cdwg.com](mailto:mike.elliott@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$11,466.94	\$332.66/Month	\$11,466.94	\$379.33/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

13.C. Quote from Mechanical Sales in the amount of \$10,352.24 for replacement parts for Seresco air handling unit at Aquatic Center. CIP #24-17



City Hall | Parks and Rec  
2500 14<sup>th</sup> St.  
Columbus, NE 68601  
402-562-4232  
columbusne.us

## Memorandum

**DATE:** 03/20/2025  
**TO:** City Administrator/Mayor/City Council  
**FROM:** Betsy Eckhardt, Parks and Recreation  
**SUBJECT:** Seresco Air Handling Unit Final Condenser Fan repair at the Aquatic Center.

**RECOMMENDATION:** To accept the following attached emergency sole source quote from Mechanical Sales. This is to replace the last condenser fan and the control board of the Seresco Air Handling unit at the Aquatic Center.

**DISCUSSION:** This is the quickest and fastest way to complete this repair. This is the final fan that has not been replaced. This will get it repaired in 2-3 weeks. Currently the humidity inside the Aquatic Center is causing issues with the safety of the surfacing as well as with the amount of chlorine we are using due to the humidity and temperature decrease/increase inside the facility. Waiting an additional few weeks will cause further issues with IT cables and devices as well as our metal surfaces.

### FISCAL IMPACT:

Funds for this repair will come from the 100-152-57510-24017 that was originally budgeted for a new filter system in the pool.

### SIGNATURE:

By: *Betsy Eckhardt*  
Betsy Eckhardt, Park and Recreation Director

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

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

# City of Columbus

## Quote Sheet for Purchases

Department: \_\_\_\_\_

Charge to Account Number: \_\_\_\_\_

Department Head Approval: Betsy Eckhardt

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

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

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Employee Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Quote For: \_\_\_\_\_

Quote Includes:	Item Totals:
<b>Total:</b>	

Quote Excludes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

Shipped F.O.B. (Freight Paid): Yes \_\_\_\_\_ No \_\_\_\_\_

Tax Excluded

City Employee Obtained Quote: \_\_\_\_\_

Date: 3/19/2025  
Customer: Columbus Aquatic Center  
Attn: Betsy / Joe K  
Email: [betsy.eckhardt@columbusne.us](mailto:betsy.eckhardt@columbusne.us)  
[joe.krepel@columbusne.us](mailto:joe.krepel@columbusne.us)

Reference #: 26471  
Project: Seresco Unit  
Location: Columbus  
Estimated by: Gina Sand

**BELOW IS THE ESTIMATE FOR ADDITIONAL PARTS NEEDED:****Estimate for Parts complete with the following:**

- CCK80.01 Board..... \$3,830.64
- 5853 Contactor.....\$216.00
- 5860 Overload..... \$138.60
- 1554 Condenser Fan..... \$6,167.00
  - All plus freight

**TOTAL Estimated price: Parts (taxes and freights not included) .....~\$10,352.24****Important Notes:**

- Above total is an ESTIMATE only and does not include any additional time or materials not listed.
  - Repair(s) will be invoiced on an actual time and materials basis.
  - Labor estimate subject to additional hotel and per diem costs if required.
- Work will be completed at the current standard rates: \$165.00/hr & \$1.20/mile
  
- Current estimated Lead time (Subject to change): **2-3 Weeks (shipping from Canada)**

Unless otherwise stated above, the above price(s) are guaranteed for thirty (30) days. Freight is not included; that will be an additional charge. Unless noted above, price does not include refrigerant or contaminated refrigerant "clean up." If additional refrigerant is required or existing refrigerant is found to be contaminated, Mechanical Sales will notify customer in advance for authorization of extra charges. Labor is warranted for a period of thirty (30) days. We do not, of course, warranty parts other than those we installed. If repairs later become necessary due to other defective parts, they will be charged separately. This price assumes work is done during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.). Price(s) do not include sales or use tax. Warranties for new equipment or replacement parts are for parts only, and do not include labor and freight. Payment terms are net 30 days. If this is a tax-exempt project, the order cannot be processed until we receive tax forms (Form 13 & 17). Please notify Mechanical Sales if tax forms are not available at the time order is placed.

Thank you.

**We accept this quotation and the terms and conditions of the sale.  
This will serve as repair/purchase authorization to MECHANICAL SALES INCORPORATED.**

Accepted by: \_\_\_\_\_ Name/Title: \_\_\_\_\_  
*(Signature)*

PO/Auth #: \_\_\_\_\_ Date: \_\_\_\_\_



13.D.Quotes from Danko Emergency Equipment and Fire Catt Precision Service Testing in the total amount of \$16,956.05 for annual fire pump, ladder, and hose testing for the fire department.

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** 1 April 2025  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Ryan S. Gray, Fire Chief  
**RE:** Annual Pump/Ladder/Hose Testing

**RECOMMENDATIONS:**

Approve the quotes from Danko and Fire Catt for conducting annual fire pump, ladder, and hose testing in the combined amount of \$16,956.05.

**DISCUSSION:**

The testing of fire pumps, ground and aerial ladders, and fire hoses is required according to National Fire Protection Association standards. Historically, we have had Danko complete the ladder and pump testing. This year, we budgeted to have a third party conduct our hose testing, which was previously performed by on-duty personnel.

As we work to streamline our internal processes, it was determined that a third-party testing solution would provide for better record keeping and liability reduction to the City. The hose testing would be completed by a third-party, and all testing records will be provided to the City for keeping. This also reduces the amount of time any one apparatus is out of service during the testing period since on-duty crews will not need to stop testing to respond to emergency incidents or tend to other duties while on shift.

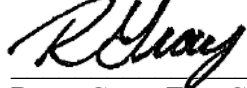
**FISCAL IMPACT:**

The total for this project is \$16,956.05. We have \$20,000 currently budgeted for this project in 100-120-53210 (Equipment Recertification Program).

**ALTERNATIVES:**

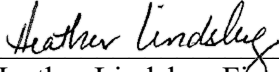
We are not recommending any other options at this time.

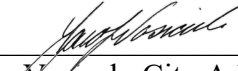
**SIGNATURES:**



---

Ryan Gray, Fire Chief

  
\_\_\_\_\_  
Heather Lindsley, Finance Director

  
\_\_\_\_\_  
Tara Vasicek, City Administrator



www.firecatt.com

3250 West Big Beaver Ste., 544 Troy, MI 48084 248-643-7200 Fax 248-643-4540

## Service Test Agreement

<b>Fire Department:</b> Columbus Fire department 428 8 <sup>th</sup> Street Columbus, NE 68601	<b>P.O. Number:</b>	<b>Annual Testing for Years:</b> 2025
<b>Fire Department Contact:</b> Captain Derek Salak	<b>Mobile/Emergency Contact Phone:</b> 402-564-8127	<b>Email:</b> Derek.salak@columbusne.us

<b>Test Season Requested:</b> (circle)	<b>Jan.-Mar.</b>	<b>April - June</b>	<b>July – Sept.</b>	<b>Oct. – Dec.</b>
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Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
38,800	Option 2 Customer reloads	\$0.38	\$14,744.00
<b>Estimated Ground Ladder Footage:</b>			
299	Columbus Fire Ladders	\$2.95	\$882.05
165	Columbus Rural Fire Ladders	\$2.95	\$486.75
<b>Grand Total</b>	Columbus Fire Department Columbus Rural Fire Department	1 Year	\$15,626.05 \$ 486.75

**Terms:** Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. 3-year pricing is guaranteed as long as it remains below 5% per year for the duration of this agreement. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a per department basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

**Minimum Charge-** Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,288.00.

### **Fire Hose Testing Service Includes:**

- Service pressure test per NFPA 1962 Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads

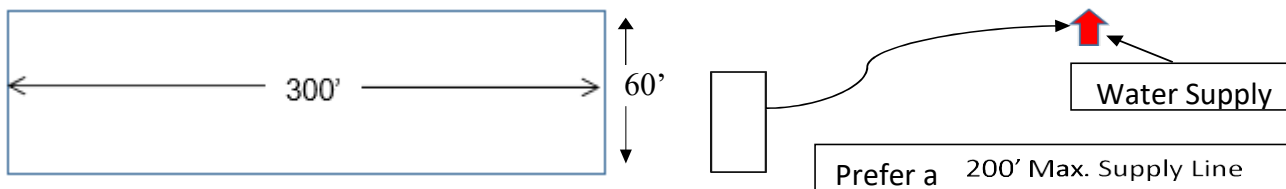
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade “Never Seize”
- Tag all defective hose, mark defect location on hose, remove from service
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

### **Ground Ladder Testing Service Includes:**

- Service Test per NFPA 1932 Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

### **Customer Requirements:**

At FireCatt, our number one goal is **100% customer satisfaction** while providing the fastest, safest, and MOST accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing **REQUIRES** a **collaborative approach** to ensure a successful testing program! **Therefore, the customer responsibilities are as follows:**



1. **Test Site:** Provide a paved site (asphalt or concrete – **grass or gravel are NOT acceptable**) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

**NOTE: Fire hose WILL get wet during hose testing!** The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

**SAFETY:** NFPA1962 is clear on safety, stating: “Because there is a potential for catastrophic failure during service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger.” It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

2. **Water Source:** Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes.

3. **Rack/Spare fire hose:** The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to replace any apparatus hose that fails.
4. **Onsite Contact:** The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the departments responsibilities that include:
  - a. Driving apparatus includes driving out and laying Large Diameter Hose. **NOTE: FireCatt personnel will NOT drive fire department apparatus!**
  - b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
  - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
  - d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re- loaded your apparatus correctly and there is no damage to your apparatus.
5. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule **does not allow for returning to test out of service apparatus hose.**
6. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.
7. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.
8. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, **it is the fire department's responsibility to provide adapters.**
9. **Special Requests** Any special requests or "change orders" outside of the FireCatt quotation/agreement **MUST** be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.
10. **Incident Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.
11. **Cancellation, Delays, Unexpected Changes, and the *potential* for Additional Fees:**

The following conditions affect the efficiency of the hose testing process and are **subject to additional fees.**

- Last-minute cancellations.
- Hose dropped off that is tangled requiring additional time to untangle.
- Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water.
- Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
- Not providing adequate personnel when the fire department has elected to reload their hose.
- Time consuming efforts on the part of FireCatt to keep hose dry.

- Undersized or irregular shaped test sites that cause test process inefficiencies.
- Any other issue that negatively impacts test day efficiency.

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**Danko Emergency Equipment**

PO Box 218  
 302 E 4th Street  
 Snyder, NE 68664-0218 USA  
 Phone: 402-568-2200  
 sales@danko.net  
 www.danko.net

**Estimate No: 34243**

**Tuesday, April 1, 2025**

Page 1 of 1

*Account Address:*

**Attention:**

**COLUMBUS FIRE DEPARTMENT**

ATTN: FINANCE  
 PO BOX 1677  
 COLUMBUS, NE 68602-1677

*Shipping Address:*

**COLUMBUS FIRE DEPARTMENT**

4630 HOWARD BLVD  
 COLUMBUS, NE 68601

Ship Via	Shipping Terms	Prices are Valid Until
SALESMEN DELIVERY	Freight Will Be Added To The Invoice	Friday, April 11, 2025

Line #	Part ID:	Description	Qty	Price	Extended
		<b>Freight Will Be Added To The Invoice</b>			
1	DES-PTS-4-NA	PUMP TEST, 4 UNITS - DOES NOT INCLUDE TRIP CHARGE, NON-ANNUAL - MOBILE SERVICE	4.00	325.00	1,300.00
2	DES-TRIP	MOBILE SERVICE TRIP CHARGE - KYLE - TRIP CHARGE DIVIDED BETWEEN 5 DEPARTMENTS	1.00	15.00	15.00
3	DES-FSC	FUEL SURCHARGE - DIVIDED BETWEEN 5 DEPARTMENTS	1.00	15.00	15.00
4	MISC	MISC - UPON ARRIVAL TO THE TEST SITE, 1-HOUR WILL BE ALLOCATED FOR SET-UP TIME - TRUCKS MUST BE AVAILABLE AND READY FOR TESTING AT THE LOCATION OF DANKO'S TEST TRAILER - TIME WILL BE ALLOTTED AT THE RATE OF 1.5 HOUR PER TRUCK FOR PUMP TESTING - ANY ADDITIONAL TIME SPENT TESTING, LOCATING, MOVING OR WAITING FOR TRUCKS WILL BE BILLED OUT AT THE RATE OF \$145.00 PER HOUR - IF A PUMP EXHIBITS DEFICIENCIES DURING TESTING, AND THE REASON CANNOT BE DIAGNOSED AND REPAIRED WITHIN 10 MINUTES AND THE TRUCK IS PULLED FROM TESTING - THE CUSTOMER WILL BE CHARGED A LABOR RATE OF \$145.00 PER HOUR FOR TESTING THAT HAS ALREADY BEEN COMPLETED - THE NEXT TRUCK WILL TAKE ITS PLACE - IF A TRUCK FAILS A COMPLETED PUMP TEST - PUMP TEST FEE WILL STILL APPLY - ADDITIONAL SERVICE, INCLUDING BUT NOT LIMITED TO - DIAGNOSTICS AND REPAIRS - MUST BE SCHEDULED FOR A LATER DATE - HOWEVER, IF TIME IS AVAILABLE IN THE TECHNICIANS SCHEDULE AND WITH PROPER AUTHORIZATION FROM DANKO EMERGENCY EQUIPMENT - TECHNICIAN WILL DIAGNOSE THE REASON FOR FAILURE - AND POSSIBLY REPAIR FOR AN ADDITIONAL FEE OF \$145.00 PER HOUR FOR LABOR - PARTS COST WILL APPLY - UPON COMPLETION OF REPAIRS - A PUMP TEST MUST BE PERFORMED - A PUMP TEST FEE WILL BE APPLIED FOR EACH TRUCK NEEDING RE TESTING	1.00	0.00	0.00

<b>Contact</b>			Sub Total	<b>\$1,330.00</b>
Salesperson:	Aly Young		Tax	<b>\$0.00</b>
Contact Phone:			<b>Total Price</b>	<b>\$1,330.00</b>
Email:	service@danko.net			

\* Price(s) Subject to Change

13.E. Quote from Downey Drilling, Inc. in the amount of \$29,306.50 for test well drilling and data collection for design of North Well No. 20. CIP #25-67



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](http://www.columbusne.us)

## MEMORANDUM

**DATE:** April 2, 2025  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Chuck Sliva, Public Works Director  
**SUBJECT:** Test Well Drilling and Data Collection for New Well Design at Well #20 site at North Well Field.

**RECOMMENDATION:** To accept the following attached sole source quote in the amount of \$29,306.50, from Downey Drilling for drilling test well and data collection. This test well information is needed for design data for new well #20 to be sited at north well field. Downing has done reliable and competitively priced well work the past 10 years for the city and is available to do the work in the next few weeks.

**DISCUSSION:** Well # 20 is the proposed new well to be sited at the North Well Field area. This is part of the North Well Design Project CIP # 520-520-57200-25067 in the amount of \$325,000.00 for well design work. We have had excellent dependable service from Downey Drilling in the past. The current Kearney service Branch Manager has a history of over 32 years with the Columbus well system.

### FISCAL IMPACT:

Funds are available from the North Well Design Budget line.

### SIGNATURE:

By: Chuck Sliva  
Chuck Sliva, Public Works Director

Approved By: Heather Lindsley  
Heather Lindsley, Finance Director

Approved By: Tara Vasicek  
Tara Vasicek, City Administrator



# DOWNEY DRILLING, INC.

## PROPOSAL AND ACCEPTANCE

LEXINGTON, NE    OGALLALA, NE    KEARNEY, NE    GARDEN CITY, KS  
308-324-2303    308-284-1234    308-237-9283    620-277-7971

TO: **CITY OF COLUMBUS**

Address: **WELL #20 TEST WELL**

LEGAL:

1 MOBILIZATION AND PERDIEM	\$2,855	2,855.00
150 DRILL TEST HOLE BORE INCLUDING SIEVE ANALYSIS	\$18	2,700.00
150 GEOPHYSICAL LOGGING	\$5	750.00
150 REAM TEST HOLE FOR 6" CASING	\$15	2,250.00
40 6" PERFORATED PVC SOLVENT WELD	\$24	960.00
110 6" PLAIN PVC CASING SOLVENT WELD	\$10.15	1,116.50
150 GRAVEL PACK, HOLEPLUG WELL	\$8.50	1,275.00
1 6" WELL PROTECTOR AND CONCRETE PAD	\$1,800	1,800.00
4 DEVELOP 6" WELL	\$350	1,400.00
24 24 HOUR CONSTANT RATE TEST WITH DATA LOGGERS	\$300	7,200.00
1 NEW WELL KIT SAMPLING	\$7,000	7,000.00

QUOTE IS BASED ON INFORMATION PROVIDED BY CUSTOMER. ANY VARIATION  
IN ACTUAL CONDITIONS UNDERGROUND MAY RESULT IN  
ADDITIONAL COST OF LABOR AND/OR MATERIALS.

TOTAL \$ 29,306.50  
NE SALES TAX IS NOT INCLUDED  
TOTAL \$ 29,306.50

Grand Total \$ 29,306.50

Full payment due 30 days after invoice.

Material prices subject to change until contract signed and accepted.

By: Adam Messenger

Dated this 2ND day of APR 2025

The undersigned, buyer, hereby accepts the proposal.

\_\_\_\_\_  
Dated this            day of

# DOWNEY DRILLING, INC.

## PROPOSAL AND ACCEPTANCE

LEXINGTON, NE    OGALLALA, NE    KEARNEY, NE    GARDEN CITY, KS  
308-324-2303    308-284-1234    308-237-9283    620-277-7971

TO: **CITY OF COLUMBUS**

Address: **WELL #20 TEST WELL**

LEGAL: 0

### \*\*\*EXCLUSIONS AND STIPULATIONS\*\*\*

- 1) DIGGERS HOTLINE WILL BE NOTIFIED BY DDI. ALL OTHER PRIVATE UTILITIES ARE THE RESPONSIBILITY OF THE OWNER.
- 2) **DDI DOES NOT GUARANTEE QUANTITY OR QUALITY OF WATER.**
- 3) SITE WILL BE ACCESSIBLE WITH WHEELED EQUIPMENT. IF EQUIPMENT HAS TO BE ASSISTED (PULLED) IN TO SITE, ADDITIONAL CHARGES WILL APPLY.
- 4) LOST CIRCULATION MATERIALS / DRILLING FLUID ADDITIVES ARE NOT INCLUDED

### \*\*\*TERMS AND CONDITIONS\*\*\*

**CONTRACT:** THIS PROPOSAL AND ACCEPTANCE THEREOF AND THE TERMS HEREIN SET FORTH CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CONTRACTOR AND THE BUYER. NO MODIFICATION, WAIVER, OR DISCHARGE OF THIS CONTRACT OR ANY OF ITS TERMS SHALL BIND THE CONTRACTOR UNLESS IN WRITING AND SIGNED BY AN OFFICER OF THE CONTRACTOR.

**TITLE:** THE TITLE TO ALL ITEMS INSTALLED OR CONSTRUCTED IN ACCORDANCE WITH THIS CONTRACT SHALL REMAIN PROPERTY OF THE CONTRACTOR UNTIL THE BUYER HAS PAID IN FULL THE PURCHASE PRICE IN ACCORDANCE WITH THE TERMS OF PROPOSAL. THE CONTRACTOR RESERVES THE RIGHT TO REMOVE SAID ITEMS IF THE BUYER FAILS TO PAY IN FULL AND SHALL HAVE INGRESS AND EGRESS TO THE WELL FOR THIS PURPOSE.

**PRICE ADJUSTMENT:** IT IS UNDERSTOOD THAT THE DEPTH OF THE WELL AND THE PUMP SETTING AS PROVIDED FOR IN THE PROPOSAL ARE BASED ON THE RESULTS OF THE TEST WELL. IT IS ALSO UNDERSTOOD THAT AT THE TIME THE WELL IS DRILLED AND PUMP IS SET, THE DEPTHS MAY BE MORE OR LESS THAN HEREIN PROVIDED, AND IN THE EVENT THE PRICE FOR THE GRAVEL PACK, DRILLING CASING, AND PUMP SETTING WILL BE ADJUSTED BY APPLYING THE UNIT PRICE IN THE PROPOSAL TO THE DEPTHS AS FINALLY DRILLED OR SET.

### PAYMENT:

- 1) **FINANCE CHARGE @ 18% PER ANNUM WILL BE ACCESSED ON OVERDUE ACCTS.**
- 2) **IF PAYMENT IS NOT MADE WITHIN 60 DAYS, DOWNEY DRILLING, INC. RESERVES THE RIGHT TO FILE A LIEN ON THE PROPERTY.**

By: Adam Messenger

Dated this **2ND** day of **APR** **2025**

The undersigned, buyer, hereby accepts the proposal.

\_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_

13.F. Quote from High Plains Power Systems in the amount of \$27,700 for emergency backup generator for Well No. 16. CIP #25-58



# City of Columbus

## Quote Sheet for Purchases

Department: Water 520

Charge to Account Number: 520-520-57200-25058

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: 3/31/2025 Time: A.M

Vendor Name: High Plains Power Systems

Vendor Employee Name: Dave Schafer

Telephone: 1-785-250-3730

Quote For: Used Kohler 125 KW LP Gas Generator

Quote Includes:	Item Totals:
1- Used 125 KW Kohler LP Gas Generator, 213 Hours	\$18,900.00
TPS Throw Switch / Power System	\$8,300.00
Freight	\$500.00
<b>Total:</b>	<b>\$27,700.00</b>

Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

Shipped F.O.B. (Freight Paid): Yes \_\_\_\_\_ No \_\_\_\_\_

Tax Excluded

City Employee Obtained Quote: \_\_\_\_\_



**High Plains Power Systems, LLC**  
**PO Box 94**  
**Rossville, KS 66533**  
**785-250-3730**

# Invoice

DATE	INVOICE #
3/19/2025	928

BILL TO
Columbus Nebraska Public Works PO Box 1677 Columbus, NE 68602-1677

SHIP TO
<i>[Handwritten signature]</i>

P.O. NUMBER

ITEM	DESCRIPTION	AMOUNT
Kohler 125	<p>Kohler 125 SN: 0753158 Hours: 655</p> <p>Used Kohler 125 RZ natural gas and/or propane powered generation set. Unit was taken out of a standby application and was under maintenance contracts before removal. Unit comes complete with mounted radiator, fan, fan-drive, weatherproof enclosure, critical exhaust muffler, block heater, battery charger, safety shut-downs, industrial power plant, brushless Kohler generator end, updated controls, manual and/or auto start.</p> <p>Unit is fully serviced, load-bank and tested.</p> <p>Multi voltage options, currently 480V 3 phase 60 Hz 1800 RPM. Unit capacity for amps: Unit is guaranteed to run and pull load and is sold with no known defects, load tested, serviced , updated controls and monitoring. We will supply stub up drawing for concrete pad, electrical drawing for updated controls, and specifications sheet for engine model.</p> <p>FOB Columbus NE Jobsite offloaded by other</p> <p>Sold as is with no known defects</p>	18,900.00
Sales Tax	Sales tax exempt with supplied exemption	0.00

We appreciate your business. Payment is due on receipt of this invoice. Late payments will be subject to a 1.5 percent monthly service charge on all amounts received after that time.

Total	18,900.00
Balance Due	18,900.00

**Sliva, Chuck**

---

**Subject:** FW: Gen set option Kohler 125

**From:** David Schaefer <kscatdaddy@gmail.com>

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

Used Kohler 125 RZ natural gas and/or propane powered generation set. Unit was taken out of a standby application and was under maintenance contracts before removal. Unit comes complete with mounted radiator, fan, fan-drive, weatherproof enclosure, critical exhaust muffler, block heater, battery charger, safety shut-downs, industrial power plant, brushless Kohler generator end, updated controls, manual and/or auto start. Unit is fully serviced, load-bank and tested.

Multi voltage options, currently 480V 3 phase 60 Hz 1800 RPM. Unit capacity for amps: Unit is guaranteed to run and pull load and is sold with no known defects, load tested, serviced , updated controls and monitoring. We will supply stub up drawing for concrete pad, electrical drawing for updated controls, and specifications sheet for engine model.

\$18,900.00 FOB Columbus NE.

Thomson Power Systems  
Model# TS873A0400B1AY6DNKAA  
\$8,300.00

400A Open Transition SE Rated ATS  
In a Nema 3R Single Door enclosure  
Includes TSC-7320 controller includes TSC-Cover

Optional adders:

LPM and CTK-400 (Load power Metering) \$1,400.00

LSC Load Shed, 4 stage \$640.00

Estimated Freight w/48 notice included \$500.00

Photos (16)



# 1996 CATERPILLAR 3056 Compare

Stationary Generators

[View My Watch List](#)

USD **USD \$25,000**

[Financial Calculator](#)

# USED Gen. ONLY

[Email Seller](#)

**Machine Location:** 6300 Southeastern Avenue Indianapolis, Indiana 46203

## Seller Information

[View Seller Information](#)

**MacAllister Machinery - Power Systems**

**Contact:** Zachary Hilton

**Phone:** +1 317-942-7000

Indianapolis, Indiana 46203

[Visit Our Website](#)

+1 317-942-7000

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Call Us! 414-630-0833 | (M) 847-997-8090 | ppaden@csdieselgenerators.com



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## Used Cummins GGHJ Natural Gas / Propane Generator, 181 Hrs, EPA Certified, 1 or 3 Phase, 125 KW

[Home](#) / [Used Cummins GGHJ Natural Gas / Propane Generator, 181 Hrs, EPA Certified, 1 or 3 Phase](#)



At Central States Diesel Generators we buy and sell high quality used generators sets from the most trusted brands. Contact us today for your power generation requirements.

"We've got you covered with our backup power solutions" - Patrick Paden

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[BROWSE GENERATORS FOR SALE](#)

[Product Details](#)

[Contact Us](#)

CSDG#: 4582

PRICE: \$33,900

KW: 125 KW

CONDITION: Used

**USED  
Gen Only**



# NEW EQUIPMENT SALES QUOTE

Branch #500  
1500 23RD ST  
COLUMBUS, NE 68601 3518  
Office: (402) 562-1550  
www.sunbeltrentals.com

Gary Groteluschen  
Cell: (402) 276-8097  
Gary.Groteluschen@sunbeltrentals.com

December 27, 2024

Customer	<b>CITY OF COLUMBUS</b> <b>(#2624886)</b> 2424 14TH ST COLUMBUS, NE 68601	Quote	<b>Standby Generator for City of Columbus</b> (Active R0) QUO-266126-P2Z3N6
Job Site	<b>Electrical Department</b> 4528 19th St Columbus, NE 68601	Contact	<b>Chuck Sliva</b> (402) 910-2111 Sliva@columbusne.us

## Pricing Details

### Equipment

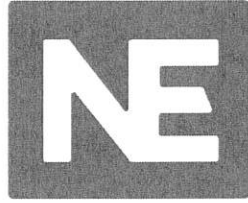
Qty	Item	Amount
1	Does not include Transfer Switch or Installation	\$0.00
1	Expected Delivery 6/5/2025	\$0.00
1	No Sales Tax (Please provide Sales Tax Exemption Form-13)	\$0.00
1	130 KW Skid Mount Generator, 480/277 Volt, 3-Phase	\$42,281.00
1	Preparation and Local Delivery (Delivered to 4528 19th Street Service Center)	\$345.00
<b>5</b>	<b>Subtotal</b>	<b>\$42,626.00</b>

**Quote Total:** **\$42,626.00\***  
\*Plus applicable taxes

### Terms and Conditions

SALE OF EQUIPMENT. If the Rental PO identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full.

*New, Gen Only!*



# NEBRASKA GENERATOR SERVICE LLC

Date: October 29, 2024

Project Name: Columbus – Well #16 – 125kW

Prepared By: Mason Rohrich, 402-750-6510 / mason@nebraskageneratorservice.com

## Quotation

### NOTES:

- *This quotation is for the turnkey installation of a standby power system for Well #16. Fuel for the generator is not included in our scope and is to be provided by the City of Columbus.*
- *As an authorized Cummins dealer, we will complete all warranty work after installation.*
- *We will provide controls and signal wires from the generator to the customer's SCADA system. Customer is responsible for getting with their SCADA control provider to program and land these wires on the SCADA end. We will assist with any questions.*
- *Lead time is 28 – 32 weeks (contingent on component availability).*

### Equipment Description

#### Generator – Cummins – 125kW Diesel Generator

Unit Model	C125D6D	Standby	Emergency Stationary Standby
kW Rating	125 kW	UL 2200 Listed	Yes
Fuel	Diesel	CSA Approved	Yes
EPA	Tier 3	Paint Color	Green

U.S. EPA, Stationary Emergency Application  
 C125D6D, Diesel Genset, 60Hz, 125kW  
 Duty Rating - Standby Power (ESP)  
 Emission Certification, EPA, Tier 3, NSPS CI Stationary  
 Emergency  
 Listing - UL 2200  
 NFPA 110 Type 10 Level 1 Capable  
 Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor  
 Voltage - 277/480, 3 Phase, Wye, 4 Wire

Alternator - 60Hz, Reconnect, Full Output, 120C, 40C Ambient,  
 Increased Motor Starting (IMS)  
 Aluminum Weather Protective Enclosure, with Exhaust System  
 Enclosure Color - Green, Aluminum  
 Enclosure - Wind Load 180 MPH, ASCE7-10  
 Skidbase - Housing Ready  
 UL142 Subbase Dual Wall Basic, Diesel Fuel Tank, 24 Hour  
 Minimum  
 Fuel Water Separator  
 Control Mounting - Left Facing

Generator (QTY 1)	\$ 65,255.00
ATS (QTY 1)	\$ 4,140.00
Installation	\$ 22,065.00
Start-Up	\$ 1,795.00
Sales Tax	To be Determined

**Project Total: \$ 93,255.00**

*New  
Complex*

**DEDUCT:** Generator to be located on the East side of the building within 10' of the ATS in lieu of being located on the South side of the building... - **\$2,055.00 from the above Total**

---

*Signature for Approval*

---

*Date*

### Terms & Conditions

- This quote is valid for a period of 30 days.
- Payment Terms – 20% due upon order and the remainder due upon equipment delivery.
- This proposal is our interpretation of your requirement. It includes only the items listed on this quotation. Should there be other requirements or specifications, we will re-quote accordingly.
- Any corrections for existing items that require updating to meet NEC requirements are not included in our scope. We can provide an additional cost to correct these if applicable.
- Units are shipped wet to include lube oil and 50/50 water and antifreeze mix unless otherwise noted in this quotation.
- All extended piping, wiring, or other than listed above is performed by "others".
- Quoted prices include normal testing, packaging, and instructional literature.
- It is the distributor/purchaser and end user's responsibility to ensure that this equipment is operated in accordance with all applicable local, state, and federal laws and regulations governing the use and operation of this equipment.
- Applicable taxes are NOT included.
- NETA and Infrared testing not included.
- Cummins Standard Lug sizes will be provided regardless of specification. Any changes to that are the responsibility of others.
- Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Nebraska Generator Service LLC.

Nebraska Generator Service LLC  
4415 Patriot Blvd, Kearney, NE 68847

Nebraska Generator Service LLC  
13522 S 220th St, Gretna, NE 68028

[www.nebraskageneratorservice.com](http://www.nebraskageneratorservice.com)

13.G. Comments from mayor and city council members.

**14. RESOLUTIONS**

14.A. Resolution No. R25-48 approving loan agreement with Quail Meadows LLC in the amount of \$800,000 for workforce housing and infrastructure development in Phase One of the First Addition of Quail Meadows Subdivision using economic development plan funds as recommended by the Citizens Advisory Review Committee.

DRAFT  
**RESOLUTION NO. R25-48**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH QUAIL MEADOWS, LLC IN THE AMOUNT OF \$800,000 FOR WORK-FORCE HOUSING AND INFRASTRUCTURE DEVELOPMENT IN PHASE ONE OF THE FIRST ADDITION OF QUAIL MEADOWS SUBDIVISION, USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, under the City of Columbus, Nebraska’s Economic Development Plan, 2019 through 2027, a primary goal of said plan is to “improve housing options for both current and prospective employees and families” and an eligible activity under such plan is “housing projects designed to create work-force housing for employees and families”; and

WHEREAS, Quail Meadows, LLC is developing work-force housing Phase One of the First Addition of Quail Meadows Subdivision in the form of a mixture of single-family detached homes (13 units) and townhomes (18 units); and

WHEREAS, Quail Meadows, LLC’s application for Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the loan be approved by the City Council in the amount of \$800,000 at two percent (2%) interest fixed rate as detailed in the attached loan agreement which is made part of this resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the loan agreement with Quail Meadows, LLC in the amount of \$800,000 for assistance from the City’s Local Economic Development Fund for work-force housing and infrastructure development in Phase One of the First Addition of Quail Meadows Subdivision is hereby approved; a copy of said loan agreement is attached hereto and incorporated herein by this reference 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



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

## memorandum

DATE: April 1, 2025  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Co  
RE: LB840 Loan for Quail Meadows LLC

### RECOMMENDATION:

Approval of the resolution

### DISCUSSION:

The Citizens Advisory Review Committee (CARC) reviewed and approved for recommendation the application of Quail Meadow LLC for a \$800,000 loan at 2% interest from the LB840 funds. The proposed LB840 loan at 2% interest. The interest will be paid back quarterly with a balloon payment at the end of two years from date of disbursement or six months after the last lot has been purchased or transferred. The borrower will be constructing 13 single family detached homes and 18 townhome units. The loan will assist with infrastructure development within Phase One of the first addition to Quail Meadows Subdivision.

This expansion aligns with the city's strategic objectives to improve housing options for both current and prospective employees and families and is an eligible activity under the plan to support housing projects designed to create workforce housing.

The recommendation for this loan comes from the Community Advisory Review Committee (CARC).

### ALTERNATIVE:

Do not approve.

Signature:

Approved By: \_\_\_\_\_

# **LOAN AGREEMENT**

This Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as the "Lender"), and Quail Meadows LLC, a limited liability company of the State of Nebraska (hereinafter referred to as "Borrower").

WHEREAS, Borrower has submitted an application for financial assistance from Lender's "840" Local Economic Development Fund for financial assistance in its desired construction residential construction of Phase One of the First Addition of Quail Meadows Subdivision in the City of Columbus; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC) and the CARC has generally recommended the loan be approved by the City Council for in the amount of \$800,000 at 2% interest; and

WHEREAS, the parties are desirous to proceed with such loan under the terms and conditions of this Loan Agreement, and the corresponding Deeds of Trust and Promissory Note.

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

1. Purpose of Loan. The Lender is making a loan, as herein described in this Agreement, to Borrower under the Lender's Economic Development Program to assist Borrower with its construction of Phase One of the First Addition of Quail Meadows Subdivision. The purpose of this loan is related to work-force housing.

The lots within said First Addition of Quail Meadows Subdivision to be constructed (which are currently owned by Borrower) are legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte

County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

Said subdivision is located in Columbus, NE, south of 1<sup>st</sup> Street between 10<sup>th</sup> and 14<sup>th</sup> Avenues.

Borrower shall construct a mixture of single-family detached homes (14 units), townhomes (20 units), and row housing units (24 units). Borrower shall use the proceeds from this loan to assist with infrastructure development within Phase One of the First Addition of Quail Meadows Subdivision.

2. Borrower Requirements. Borrower shall be required to:
  - a. Only use the loan proceeds contemplated herein for the purposes that have been stated in this Agreement.
  - b. Allow Lender, or its designated agents, access to inspect the property described in Paragraph 1 and all properties Borrower owns in the Quail Meadows Subdivision.
  - c. Promptly inform Lender in writing of all material changes in Borrower's financial condition, and all existing and all threatened litigation, claims, investigation, administrative proceedings, or similar actions affecting Borrower or any of its members which could materially affect the financial condition of Borrower or the financial condition of any of its members.
  - d. Construct the First Addition of Quail Meadows Subdivision so that it substantially and materially adheres to Borrower's proposal that it made in its "Economic Development Plan Application", attachments thereto, and any amendments thereto. Said application, attachments, and amendments are incorporated herein by this reference.
  - e. Use the land designated for Phase Two of the First Addition of Quail Meadows Subdivision as collateral for the loan contemplated herein and complete all required documents to effectuate this.
  - f. Use the land designated for Phase Three of the First Addition of Quail Meadows Subdivision as collateral for the loan contemplated herein and complete all required documents to effectuate this.
3. Loan Amount and Disbursement. Lender will lend Borrower the total sum of Eight Hundred Thousand (\$800,000.00) at a two percent (2%) interest fixed rate. When ready to

proceed with its project the Borrower shall in writing request the distribution of these funds from Lender. However, the parties agree that should Borrower fail to timely request and/or receive the distribution from Lender prior to July 31, 2025, that this Agreement shall automatically be voided and immediately terminated. Should this Agreement voided and terminated then:

- a. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
- b. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
- c. Borrower shall no longer be obligated to sign any Promissory Notes or Deeds to Trust; and
- d. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.

4. Repayment. Borrower shall repay the total Loan Amount in installments over a period of two (2) years following the date of distribution as stated in Paragraph 3 above. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference. However, should all of Borrower lots in Phase One of the First Addition of Quail Meadows Subdivision be sold prior to the completion of the two-year payment schedule, then Borrower agrees that any and all remaining outstanding balance is due and shall be paid within six (6) months for the final lot's closing date or at the conclusion of the aforementioned two-year period whichever is sooner. Borrower shall immediately inform Lender of the closing date on its last remaining lot.

Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment.

Borrower shall execute a Promissory Note securing the full sum of sum of Eight Hundred Thousand (\$800,000.00). Said Promissory Note shall be further secured by the following:

- a. A Deed of Trust (in first position) on the land of Phase Two of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

Outlot 1, Block B, Quail Meadows Addition to the City of Columbus, Platte County, Nebraska.

securing the total \$800,000 on said real property.

- b. A Deed of Trust (in second position) on the land of Phase One of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast

1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

securing the total \$800,000 on said real property.

- c. A Deed of Trust (in first position) on the land of Phase Three of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

A tract of land located in the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Quail Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 01°35'14" E on East Right-of-Way line of 14th Avenue, 759.50 feet; thence N 88°32'45" E, 1284.69 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 29, T17N, R1E of the 6<sup>th</sup> P.M., Platte County, Nebraska; thence N 01°34'15" W on said East line, 184.16 feet to the Southeast Corner of the Northeast 1/4 of said Southwest 1/4; thence N 01°31'55" W on the East line of the Northeast 1/4 of said Southwest 1/4, 578.47 feet to the Southeast Corner of said Quail Meadows Addition; thence S 88°24'22" W on the South line of said Quail Meadows Addition, 1285.30 feet to the Point of Beginning.

securing the total \$800,000 on said real property.

Said Promissory Note and Deeds of Trust are hereby incorporated into and made a part of this Agreement by this reference.

5. Other Documents Incorporated and To Be Completed. Borrower shall complete,

execute, and provide the following documents to the satisfaction of Lender; all of said documents are fully made a part hereto and incorporated herein to this Agreement by this reference:

- Promissory Note.
- Deed of Trust.
  - o For the real property for Phase Two of the First Addition of Quail Meadows Subdivision.
- Deed of Trust.
  - o For the real property for Phase One of the First Addition of Quail Meadows Subdivision.
- Deed of Trust.
  - o For the real property for Phase Three of the First Addition of Quail Meadows Subdivision.
- Resolution of Quail Meadows LLC for authorizing the loan contemplated herein and execution of all necessary documents.

6. Insurance. Borrower shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to: fire insurance, public liability insurance, flood insurance, hazard insurance, and other risk insurances) that at a minimum cover the entire outstanding indebtedness. Lender will be named as additional insured on all policies. Borrower upon request will provide Lender with annual certificates from its insurers confirming the existence of the insurance coverage required herein. Borrower shall immediately notify Lender of any cancellation or lapse of coverage.

7. Taxes, Liens, and Charges. Borrower shall pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach.

8. Status Reports. Annual status reports must be provided to Lender by Borrower. Therefore, Borrower shall provide information, in any format requested, to Lender annually or at any time Lender may otherwise request this information.

9. Project Publicity. Borrower agrees to allow Lender to issue news releases, take photos, and otherwise share information and/or make announcements about this project. Lender is not required to obtain any approval, written or otherwise, from the Borrower.

10. Default and Acceleration of Debt. If Borrower shall default under this Agreement, either Deed of Trust, or the Promissory Note, then Lender may utilize all such remedies as may be available in this Agreement, the Deeds of Trust, the Promissory Notes, or as

may otherwise be available in law or in equity. In the event of a default, Lender may at its option declare the entire indebtedness to be immediately due and payable. The failure of Borrower to fulfill any of its obligations under this Agreement shall obligate Borrower to pay all expenses, including reasonable attorney fees, incurred by the Lender because of that failure. The Parties agree that every condition, covenant, and provision of this Agreement, the Deeds of Trust, and the Promissory Note is material and reasonable. Any breach by Borrower of a condition, covenant, or provision of this Agreement, the Deeds of Trust, or the Promissory Note will constitute a material breach and a default of Borrower's obligations. Examples of material breaches including but are not limited to:

- a. Failure of Borrower to abide by any provision(s) of this Agreement, the Deeds of Trust, or the Promissory Note.
- b. Abandonment of the property by Borrower.
- c. Failure of Borrower to make the repayment obligations payment as required under this Agreement, the Deed of Trust, or the Promissory Note.
- d. Borrower 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.
- e. Discovery by Lender that any material information provided by Borrower related to its Economic Development Plan Application is/was materially false.
- f. Unapproved or unauthorized transfer of any interest acquired under this Agreement by Borrower.
- g. Use of the real estate for unlawful purposes by Borrower.
- h. Use of the real estate for primary purposes other than residential purposes.
- i. Maintaining, committing, or permitting of a nuisance on the real estate.
- j. Borrower's default(s) with any junior creditor / junior lien holder.
- k. The Lender in good faith believes itself insecure as to this loan.

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

City of Columbus Attn: Tara Vasicek P.O. Box 1677 Columbus, NE 68602	Quail Meadows LLC. Attn: Clifford F. Mesner 1415 16 <sup>th</sup> Street PO Box 335 Central City, NE 68826
---	--

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

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

12. Non-Waiver. No waiver by Lender of any default shall operate as a waiver or any other default or of the same default on a future occasion.

13. Applicable Law. Lender and Borrower agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Borrower shall further comply will all Zoning, Permitting, and City Code requirements of the City of Columbus, Nebraska.

14. Binding Effect. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, members, endorsers, and sureties) of the parties hereto.

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

16. 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.

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

18. Authorization. Borrower's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by the Borrower 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 Borrower, or with any law, regulation, or court order that is applicable to the Borrower in any way. Steven Ramaekers, the President of Borrower, has been authorized to sign all documents associated with this Agreement on Borrower's behalf.

19. Counterparts. This Agreement may be executed in any number of counterparts,

original and which together shall constitute a single document.

20. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

Executed this \_\_\_\_ Day of \_\_\_\_\_, 2025, by Quail Meadows, LLC.

BY: \_\_\_\_\_  
Roger D. Nadrchal, CEO of Elkhorn Valley  
Community Development Corporation d/b/a  
NeighborWorks Northeast Nebraska, as member  
of and on behalf of Quail Meadows, LLC.

Executed this \_\_\_\_ Day of \_\_\_\_\_, 2025, by The City of Columbus.

BY: \_\_\_\_\_  
James Bulkley, Mayor of the  
City of Columbus

ATTEST: \_\_\_\_\_  
City Clerk, City of Columbus

APPROVED AS TO FORM:  
\_\_\_\_\_  
City Attorney, City of Columbus

\*\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*\*\*\*\*

**“Exhibit A”**

## LOAN AMORTIZATION SCHEDULE

### ENTER VALUES

<i>Loan amount</i>	\$800,000.00
<i>Annual interest rate</i>	2.00%
<i>Loan period in years</i>	2
<i>Number of payments per year</i>	4
<i>Start date of loan</i>	7/1/2025
<i>Optional extra payments</i>	\$0.00

### LOAN SUMMARY

<i>Scheduled payment</i>	\$0.00
<i>Scheduled number of payments</i>	8
<i>Actual number of payments</i>	8
<i>Total early payments</i>	\$0.00
<i>Total interest</i>	\$32,000.00

<b>LENDER NAME</b>	City of Columbus
--------------------	------------------

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	7/1/2025	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$4,000.00
2	10/1/2025	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$8,000.00
3	1/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$12,000.00
4	4/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$16,000.00
5	7/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$20,000.00
6	10/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$400,000.00	\$24,000.00
7	1/1/2027	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$28,000.00
8	4/1/2027	\$800,000.00	\$804,000.00	\$0.00	\$804,000.00	\$800,000.00	\$4,000.00	\$0.00	\$32,000.00

## PROMISSORY NOTE

**\$800,000.00**

FOR VALUABLE CONSIDERATION, Quail Meadows LLC (whose mailing address is, Attn: Clifford F. Mesner, 1415 16<sup>th</sup> Street, PO Box 335, Central City, NE 68826), the undersigned, promises to pay to the order of The City of Columbus (located at 2500 14<sup>th</sup> St, Columbus, Nebraska, 68602), the total sum of Eight Hundred Thousand Dollars (\$800,000.00) with two percent (2%) interest thereon as described herein, for payment of which it binds itself, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Note, with payment to be made as follows:

Quail Meadows LLC shall repay the total sum of Eight Hundred Thousand Dollars (\$800,000.00) with two percent (2%) interest thereon in installments over a period of two (2) years following the date of distribution. The distribution date will be \_\_\_\_\_, 2025. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference. However, should all of Quail Meadows LLC lots in Phase Two of the First Addition of Quail Meadows Subdivision be sold prior to the completion of the two years payment schedule, then Quail Meadows LLC agrees that any and all remaining outstanding balance is due and shall be paid within six (6) months for the final lot's closing date or at the conclusion of the aforementioned two-year period whichever is sooner.

In case of default in the payment or in case of a breach in any of the terms, conditions and covenants of that certain Loan Agreement, dated \_\_\_\_\_, 2025 and entered into between the City of Columbus and Quail Meadows LLC, (herein Loan Agreement) or the terms and conditions of the Deeds of Trust given to secure this Note, then upon occurrence of any of the above said events the entire indebtedness shall become due and payable at the option of the legal holder hereof and payment thereof may be enforced forthwith.

This document may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

The terms, covenants, conditions, provisions, stipulations and agreements of the said Loan Agreement and said Deeds of Trust are hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and the undersigned does hereby covenant and promise to abide by and comply with each and every covenant and condition set forth in this Promissory Note, the accompanying Loan Agreement and the Deeds of Trust given to secure the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Roger D. Nadrchal, CEO of Elkhorn Valley  
Community Development Corporation d/b/a  
NeighborWorks Northeast Nebraska, as member  
of and on behalf of Quail Meadows, LLC.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, known to me to be the identical person who signed the foregoing Promissory Note and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

\*\*\*\*\*REMAINDER OF PAGE LEFT INTENTIONALLY BLANK\*\*\*\*\*

## “Exhibit A”

### LOAN AMORTIZATION SCHEDULE

#### ENTER VALUES

Loan amount	\$800,000.00
Annual interest rate	2.00%
Loan period in years	2
Number of payments per year	4
Start date of loan	7/1/2025
Optional extra payments	\$0.00

#### LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	8
Actual number of payments	8
Total early payments	\$0.00
Total interest	\$32,000.00

LENDER NAME City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	7/1/2025	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$4,000.00
2	10/1/2025	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$8,000.00
3	1/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$12,000.00
4	4/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$16,000.00
5	7/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$20,000.00
6	10/1/2026	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$400,000.00	\$24,000.00
7	1/1/2027	\$800,000.00	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	\$800,000.00	\$28,000.00
8	4/1/2027	\$800,000.00	\$804,000.00	\$0.00	\$804,000.00	\$800,000.00	\$4,000.00	\$0.00	\$32,000.00

## RESOLUTION OF QUAIL MEADOWS LLC FOR COLUMBUS ECONOMIC DEVELOPMENT LOAN

The members of Quail Meadows LLC, a Nebraska Limited Liability Company, do hereby certify that the following is a true, complete and accurate copy of a resolution adopted at a meeting of the Company duly and properly called and held on the 7<sup>th</sup> day of February, 2025. That a quorum was present at the meeting; that the resolutions are set forth in the minutes of the meeting and have not been rescinded or modified.

BE IT RESOLVED that the following: Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, is hereby authorized to procure credit and borrow money on behalf of the Company from the City of Columbus, Nebraska, (from the City's economic development fund) and sign notes, agreements, deeds of trust, and other instruments to evidence the same and are further authorized to mortgage, pledge, assign, endorse and deliver any assets of the Company as security for any or all obligations of any kind of this Company to the City of Columbus with full power to withdraw, exchange, and substitute other securities for those originally pledged.

BE IT FURTHER RESOLVED that the powers and authority granted by this resolution shall continue in full force and effect until notice in writing is given to the City of Columbus, Nebraska, of the cancellation or modification thereof.

This resolution may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

Executed this 7<sup>th</sup> day of February, 2025.

Quail Meadows LLC, a Nebraska Limited Liability Company:

BY: Roger D. Nadrchal  
Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation  
d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail  
Meadows, LLC

BY: Kathryn Mesner  
E8E247CEA3734D3...  
Kathryn L. Mesner president of Mesner Development Company, a Nebraska  
Corporation, as member of and on behalf of Quail Meadows, LLC

BY: Kelby Herman  
99E0F407D8ACB490...  
Kelby Herman, managing member of Progressive Property Inspections, LLC, a  
Nebraska limited liability company, as member of and on behalf of Quail Meadows,  
LLC

Sipple, Hansen, Emerson  
Schumacher, Klutman &  
Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return To:  
City of Columbus  
2500 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68601

## NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16<sup>th</sup> Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6<sup>th</sup> P.M., Platte County, Nebraska.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

**FOR THE PURPOSE OF SECURING.**

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and

performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like

nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the

restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a

petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a

mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled

to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such

notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Quail Meadows, LLC.

BY: \_\_\_\_\_

Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC.

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

---

Notary Public

Sipple, Hansen, Emerson  
Schumacher, Klutman &  
Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return To:  
City of Columbus  
2500 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68601

## NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16<sup>th</sup> Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

OUTLOT 1, QUAIL MEADOWS ADDITION TO THE CITY OF  
COLUMBUS, PLATTE COUNTY, NEBRASKA.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any

land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

**FOR THE PURPOSE OF SECURING.**

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a

good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to

pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to

enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement,

purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in

such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan

Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of

that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Quail Meadows, LLC.

BY: \_\_\_\_\_

Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC.

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

Sipple, Hansen, Emerson  
Schumacher, Klutman &  
Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return To:  
City of Columbus  
2500 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68601

## NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16<sup>th</sup> Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

A tract of land located in the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Quail Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 01°35'14" E on East Right-of-Way line of 14th Avenue, 759.50 feet; thence N 88°32'45" E, 1284.69 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 01°34'15" W on said East line, 184.16 feet to the Southeast Corner of the Northeast 1/4 of said Southwest 1/4; thence N 01°31'55" W on the East line of the Northeast 1/4 of said Southwest 1/4,

578.47 feet to the Southeast Corner of said Quail Meadows Addition; thence S 88°24'22" W on the South line of said Quail Meadows Addition, 1285.30 feet to the Point of Beginning .

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

**FOR THE PURPOSE OF SECURING.**

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the

"Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts

of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such

application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any

present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to

exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if

the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Quail Meadows, LLC.

BY: \_\_\_\_\_

Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC.

\*\*\*\*\*Remainder of page left intentionally blank\*\*\*\*\*



14.B. Resolution No. R25-49 approving loan agreement with K Herman Development LLC in the amount of \$1,200,000 for two workforce housing development projects using economic development plan funds as recommended by the Citizens Advisory Review Committee.

**RESOLUTION NO. R25-49**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH K HERMAN DEVELOPMENT, LLC IN THE TOTAL AMOUNT OF \$1,200,000 FOR TWO WORK-FORCE HOUSING DEVELOPMENT PROJECTS, USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, under the City of Columbus, Nebraska's Economic Development Plan, 2019 through 2027, a primary goal of said plan is to "improve housing options for both current and prospective employees and families" and an eligible activity under such plan is "housing projects designed to create work-force housing for employees and families"; and

WHEREAS, K Herman Development, LLC is developing work-force housing in the form of 152 or more residential units built in two projects and on two parcels of real property in the City of Columbus; and

WHEREAS, K Herman Development, LLC's application for Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the loan be approved by the City Council in the total amount of \$1,200,000 at two percent (2%) interest per annum for two projects as detailed in the attached loan agreement, which is made a part of this resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the loan agreement with K Herman Development LLC, in the total amount of \$1,200,000 for assistance from the City's Local Economic Development Fund concerning work-force housing development is hereby approved, a copy of said loan agreement is attached hereto and incorporated herein by this reference; 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



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

## memorandum

DATE: April 2, 2025  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Co  
RE: LB840 Loan for K Herman Development, LLC

### RECOMMENDATION:

Approval of the resolution

### DISCUSSION:

The Citizens Advisory Review Committee (CARC) has reviewed and approved the recommendation for a \$1,200,000 loan at a 2% interest rate from LB840 funds to K Herman Development, LLC. The proposed loan will support the construction of 152 residential or more rental units across two separate projects in Columbus. K Herman Development plans to build a minimum of 68 units within Vitality Village, while the remaining units will be developed on a parcel south of 45th Avenue. Given the separate project timelines, the loan will be disbursed in two installments of \$600,000 each, with distinct benchmarks established for the commencement of each phase.

The repayment structure includes interest-only payments for the first five years, followed by a balloon payment upon maturity.

This expansion aligns with the city's strategic objectives to improve housing options for both current and prospective employees and families and is an eligible activity under the plan to support housing projects designed to create workforce housing.

The recommendation for this loan comes from the Community Advisory Review Committee (CARC).

### ALTERNATIVE:

Do not approve.

Signature:

Approved By: \_\_\_\_\_

# **LOAN AGREEMENT**

This Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as the "Lender"), and K Herman Development, LLC, a limited liability company of the State of Nebraska (hereinafter referred to as "Borrower").

WHEREAS, Borrower, submitted an application for financial assistance from Lender's "840" Local Economic Development Fund for financial assistance in its desired construction of a least 152 residential 2-bedroom units in two separate projects at two different development sites in the City of Columbus; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC) and the CARC has recommended the loan be approved by the City Council in the total amount of \$1,200,000 at 2% interest per annum; and

WHEREAS, the parties are desirous to proceed with such loan under the terms and conditions of this Loan Agreement, and the corresponding Deeds of Trust and Promissory Note.

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

1. **Purpose of Loan.** The Lender is making a loan, as herein described in this Agreement, to Borrower under the Lender's Economic Development Program to assist Borrower with its construction of 68 or more residential units in the Vitality Village Addition to the City of Columbus, and its construction of 84 or more residential units on the northeast corner of the property located at Platte County Parcel ID Number 710023107. The two parcels of land (which are both under contract for purchase by Borrower) wherein said units will be constructed are hereinafter referred to as Parcel 1 and Parcel 2, and said parcels are more legally described as follows:

### Parcel 1:

Lots 1, 2, 3 and 4, Block A; Lots 1 and 2, Block B and Lot 2, Block C all in Vitality Village Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.

### Parcel 2:

Five acres south of 45<sup>th</sup> Avenue in NW1/4, exact legal description to be determined by land sale survey,

2. **General Borrower Requirements.** Borrower shall be required to:
- a. Only use the loan proceeds contemplated herein for the purposes that have been stated in this Agreement.
  - b. Allow Lender, or its designated agents, access to inspect the properties and parcels described in Paragraph 1 along with any and all of resident units themselves.
  - c. Promptly inform Lender in writing of all material changes in Borrower's financial condition, and all existing and all threatened litigation, claims, investigation, administrative proceedings, or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.
  - d. Construct the 152 total, or more, residential units at the two parcels of real estate contemplated herein so that said developments and units substantially and materially adhere to Borrower's proposal that it made in its "Economic Development Plan Application", attachments thereto, and any amendments thereto. Said application, attachments, and amendments are incorporated herein by this reference.

3. **Two Separate Projects By Borrower.** The parties agree that Borrower has two separate construction projects governed by this Agreement. Said projects shall be labeled as Project 1 (which shall pertain to Parcel 1) and Project 2 (which shall pertain to Parcel 2). As to the specific project, the parties agree as follows:

a. **Project 1.**

- i. **Additional Borrower Requirements.** In addition to its general requirements set forth in this Agreement, for Project 1 Borrower shall be required to:

1. Begin housing construction for Project 1 at Parcel 1 on or before July 15, 2025.
2. Comply with applicable Rental Amount Restrictions. Specifically, Borrower agrees that during the total term of this Agreement that the base rent amount it may charge to tenants at the 68 or more units at Vitality Village shall be developed in accordance with the Affordability Covenants that are found in the "Declaration of Covenants, Conditions, Restriction, And Easements" covenants which have been previously recorded with the Platte County Register of Deeds in relation this property.

- ii. **Loan Amount.** Lender will lend Borrower \$600,000 at two percent (2%) interest per annum.
- iii. **Loan Disbursement.** Lender shall disperse the Loan Amount stated in Paragraph 3(a)(ii) in the following manner:
  - 1. The sum of \$600,000 shall be dispersed by Lender to Borrower within 30 days of Borrower beginning construction (i.e., the receiving of a fully approved building permit and mobilizing construction crews) at Parcel 1 in the Vitality Village location. Borrower is to provide written notification to Lender of its mobilization date.
- iv. **Repayment.** Borrower shall repay the total Loan Amount, plus 2% interest per annum, within five (5) years following the date of distribution for Project 1, whichever is earliest, as referenced in Paragraph 3(a)(iii) above. Interest only payments shall be made quarterly by Borrower, and at the end of the five-year period a balloon payment shall be due for any remaining principal and interest. Such installment payments shall be made in the manner and schedule contained in “Exhibit A” (titled “Loan Amortization Schedule for Project 1”) which is attached hereto and incorporated herein by this reference. The parties acknowledge that the dates listed on the Loan Amortization Schedule are estimated dates and that said dates can be and may be unilaterally adjusted by Lender to account for the actual initial disbursement date. Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment.
- v. **Borrower’s Approval and Execution Deadline.** Borrower must execute and deliver to the Lender a fully executed signed copy of this Agreement, and all required Deeds of Trust and Promissory Notes, on or before July 1, 2025. Further, Borrower must request the disbursement for Project 1 contemplated herein on or before July 15, 2025. If either of the forementioned does not occur then, unless specifically waived in writing by Lender, this entire Agreement may automatically be considered null and void at Lender’s sole discretion. Upon this Agreement becoming null and void, then:
  - 1. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
  - 2. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
  - 3. Borrower shall no longer be obligated to sign any Promissory Notes or Deeds to Trust; and

4. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.

**b. Project 2.**

- i. **Additional Borrower Requirements.** In addition to its general requirements set forth in this Agreement, for Project 2 Borrower shall be required to:
  1. Have all planning, zoning, and a redevelopment plan completed for Project 2 and Parcel 2 on or before August 1, 2025.
  2. Begin housing construction for Project 2 at Parcel 2 on or before October 1, 2025.
- ii. **Loan Amount.** Lender will lend Borrower \$600,000 at two percent (2%) interest per annum.
- iii. **Loan Disbursement.** Lender shall disperse the Loan Amount stated in Paragraph 3(b)(ii) in the following manner:
  1. The sum of \$600,000 shall be dispersed by Lender to Borrower within 30 days of Borrower being issued a building permit concerning Parcel 2.
- iv. **Repayment.** Borrower shall repay the total Loan Amount, plus 2% interest per annum, within five (5) years following the date of distribution for Project 2, whichever is earliest, as referenced in Paragraph 3(b)(iii) above. Interest only payments shall be made quarterly by Borrower, and at the end of the five-year period a balloon payment shall be due for any remaining principal and interest. Such installment payments shall be made in the manner and schedule contained in “Exhibit B” (titled “Loan Amortization Schedule For Project 2”) which is attached hereto and incorporated herein by this reference. The parties acknowledge that the dates listed on the Loan Amortization Schedule are estimated dates and that said dates can be and may be unilaterally adjusted by Lender to account for the actual initial disbursement date. Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment.
- v. **Borrower’s Approval and Execution Deadline.** Borrower must execute and deliver to the Lender a fully executed signed copy of this Agreement, and all required Deeds of Trust and Promissory Notes, on or before July 1, 2025. Further, Borrower must request the disbursement for Project 2 contemplated herein on or before October 1, 2025. If either of the forementioned does not occur then, unless

specifically waived in writing by Lender, this entire Agreement may automatically be considered null and void at Lender's sole discretion. Upon this Agreement becoming null and void, then:

1. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
  2. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
  3. Borrower shall no longer be obligated to sign any Promissory Notes or Deeds to Trust; and
  4. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.
4. **Security Interest is In Junior Position.** Lender hereby acknowledges that the Security Interests created by this Agreement and related documents will be a junior lien in second position on both Parcel 1 and Parcel 2. It is understood and agreed by the Borrower and Lender that this junior position does not reduce or affect Lender's rights as a secured creditor, except to acknowledge there is a senior creditor with a senior lien position as to Parcel 1 and Parcel 2.
5. **Other Documents Incorporated and To Be Completed.** Borrower shall complete, execute, and provide the following documents to the satisfaction of Lender; all of said documents are fully made a part hereto and incorporated herein to this Agreement by this reference:
- Promissory Note for Project 1;
  - Promissory Note for Project 2;
  - Deed of Trust (in second position) on Project 1;
  - Deed of Trust (in second position) on Project 2; and
  - Resolution of K Herman Development, LLC, authorizing the loan contemplated herein and the execution of all necessary documents.
6. **Insurance.** Borrower shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to: fire insurance, public liability insurance, flood insurance, hazard insurance, and other risk insurances) that at a minimum cover the entire outstanding indebtedness. Lender will be named as additional insured on all policies. Borrower will provide Lender with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and will immediately notify Lender of any cancellation or lapse of coverage.

7. **Taxes, Liens, and Charges.** Borrower shall pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would be attached.
8. **Default and Acceleration of Debt.** If Borrower shall default under this Agreement, either Deed of Trust, or either Promissory Note, then Lender may utilize all such remedies as may be available in this Agreement, the Deeds of Trust, the Promissory Notes, or as may otherwise be available in law or in equity. In the event of a default, Lender may at its option declare the entire indebtedness to be immediately due and payable. The failure of Borrower to fulfill any of its obligations under this Agreement shall obligate Borrower to pay all expenses, including reasonable attorney fees, incurred by the Lender because of that failure. The Parties agree that every condition, covenant, and provision of this Agreement, the Deeds of Trust, and the Promissory Notes are material and reasonable. Any breach by Borrower of a condition, covenant, or provision of this Agreement, the Deeds of Trust, or the Promissory Notes will constitute a material breach and a default of Borrower's obligations. Examples of material breaches include, but are not limited to, the following:
- a. Failure of Borrower to abide by any provision(s) of this Agreement, the Deeds of Trust, or the Promissory Notes.
  - b. Abandonment of either Parcel 1 or Parcel 2, or both, by Borrower.
  - c. Not acquiring ownership of either Parcel 1 or Parcel 2 or both.
  - d. Failure of Borrower to make the repayment obligations payment as required under this Agreement, the Deeds of Trust, or the Promissory Notes.
  - e. Borrower 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.
  - f. Discovery by Lender that any material information provided by Borrower related to its Economic Development Plan Application is/was materially false.
  - g. Unapproved or unauthorized transfer of any interest acquired under this Agreement by Borrower.
  - h. Use of the real estate for unlawful purposes by Borrower.
  - i. Use of the real estate for primary purposes other than residential purposes.
  - j. Maintaining, committing, or permitting of a nuisance on the real estate.
  - k. Borrower's default(s) with any junior creditor / junior lien holder.
  - l. Borrower's default(s) with any senior creditor / junior senior holder.
  - m. Borrower's default on Project 1 may be considered as a default on Project 2.
  - n. Borrower's default on Project 2 may be considered as a default on Project 1.

o. The Lender in good faith believes itself insecure as to this loan.

9. **Project Publicity.** Borrower agrees to allow Lender to issue news releases, take photos, and otherwise share information and/or make announcements about this project. Lender is not required to obtain any approval, written or otherwise, from the Borrower.

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

City of Columbus Attn: Tara Vasicek P.O. Box 1677 Columbus, NE 68602	K Herman Development LLC Attn: Kelby Herman 4407 West Norfolk Ave Norfolk, NE 68701
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Or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph.

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

11. **Non-Waiver.** No waiver by Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

12. **Applicable Law.** Lender and Borrower agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Borrower shall further comply will any and all Zoning, Permitting, and City Code requirements of the City of Columbus, Nebraska.

13. **Binding Effect.** This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) of the parties hereto.

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

15. **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.

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

17. **Authorization.** Borrower's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by the Borrower 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 Borrower, or with any law, regulation, or court order that is applicable to the Borrower in any way. Kelby Herman has been authorized to sign all documents associated with this Agreement on Borrower's behalf.

18. **Counterparts.** Agreement may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

19. **Full Integration.** This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

Executed this \_\_\_\_ Day of \_\_\_\_\_, 2025, by K Herman Development, LLC.  
K Herman Development, LLC.

\_\_\_\_\_  
Kelby Herman, as sole member of and  
on behalf of K Herman Development, LLC.

Executed this \_\_\_\_ Day of \_\_\_\_\_, 2025, by The City of Columbus.

BY:

ATTEST:

\_\_\_\_\_  
James Bulkley, Mayor of the  
City of Columbus

\_\_\_\_\_  
City Clerk, City of Columbus

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Columbus

## EXHIBIT A

### Loan Amortization Schedule for Project 1

#### LOAN AMORTIZATION SCHEDULE

ENTER VALUES		LOAN SUMMARY	
Loan amount	\$800,000.00	Scheduled payment	\$0.00
Annual interest rate	2.00%	Scheduled number of payments	20
Loan period in years	5	Actual number of payments	20
Number of payments per year	4	Total early payments	\$0.00
Start date of loan	7/1/2025	Total interest	\$60,000.00
Optional extra payments	\$0.00	LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	7/1/2025	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$3,000.00
2	10/1/2025	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$6,000.00
3	1/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$9,000.00
4	4/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$12,000.00
5	7/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$15,000.00
6	10/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$18,000.00
7	1/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$21,000.00
8	4/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$24,000.00
9	7/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$27,000.00
10	10/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$30,000.00
11	1/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$33,000.00
12	4/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$36,000.00
13	7/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$39,000.00
14	10/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$42,000.00
15	1/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$45,000.00
16	4/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$48,000.00
17	7/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$51,000.00
18	10/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$54,000.00
19	1/1/2030	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$57,000.00
20	4/1/2030	\$800,000.00	\$603,000.00	\$0.00	\$603,000.00	\$600,000.00	\$3,000.00	\$0.00	\$60,000.00

## EXHIBIT B

### Loan Amortization Schedule for Project 2

#### LOAN AMORTIZATION SCHEDULE

**ENTER VALUES**

Loan amount	\$800,000.00
Annual interest rate	2.00%
Loan period in years	5
Number of payments per year	4
Start date of loan	10/1/2025
Optional extra payments	\$0.00

**LOAN SUMMARY**

Scheduled payment	\$0.00
Scheduled number of payments	20
Actual number of payments	20
Total early payments	\$0.00
Total interest	\$60,000.00
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$3,000.00
2	4/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$6,000.00
3	7/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$9,000.00
4	10/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$12,000.00
5	1/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$15,000.00
6	4/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$18,000.00
7	7/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$21,000.00
8	10/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$24,000.00
9	1/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$27,000.00
10	4/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$30,000.00
11	7/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$33,000.00
12	10/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$36,000.00
13	1/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$39,000.00
14	4/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$42,000.00
15	7/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$45,000.00
16	10/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$48,000.00
17	1/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$51,000.00
18	4/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$54,000.00
19	7/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$57,000.00
20	10/1/2030	\$600,000.00	\$603,000.00	\$0.00	\$603,000.00	\$600,000.00	\$3,000.00	\$0.00	\$60,000.00

**PROMISSORY NOTE**

**\$600,000.00**

FOR VALUABLE CONSIDERATION, K Herman Development, LLC, whose mailing address is 4407 West Norfolk Ave., Norfolk, Nebraska, 68701), the undersigned, promises to pay to the order of The City of Columbus (located at 2500 14<sup>th</sup> St, Columbus, Nebraska, 68602), the total sum of Six Hundred Thousand Dollars (\$600,000.00) with two percent (2%) interest thereon as described herein, for payment of which it binds itself, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Note, with payment to be made as follows:

Six Hundred Thousand Dollars (\$600,000.00) with two percent (2%) interest shall be due and payable in the manner and schedule contained in "Exhibit A" (titled "Loan Amortization Schedule") which is attached hereto and incorporated herein by this reference.

K Herman Development LLC, acknowledges that the dates listed on the Loan Amortization Schedule can unilaterally be adjusted by the City of Columbus to account for the actual disbursement date.

In case of default in the payment or in case of a breach in any of the terms, conditions and covenants of that certain Loan Agreement, dated \_\_\_\_\_, 2025, and entered into between the City of Columbus and K Herman Development, LLC, (herein Loan Agreement) or the terms and conditions of the Deeds of Trust given to secure this Note, then upon occurrence of any of the above said events the entire indebtedness shall become due and payable at the option of the legal holder hereof and payment thereof may be enforced forthwith. K Herman Development LLC acknowledges that the dates listed on the Loan Amortization Schedule are estimated dates and that said dates can be and may be unilaterally adjusted by Lender to account for the actual initial disbursement date.

The terms, covenants, conditions, provisions, stipulations and agreements of the said Loan Agreement and said Deeds of Trust are hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and the undersigned does hereby covenant and promise to abide by and comply with each and every covenant and condition set forth in this Promissory Note, the accompanying Loan Agreement and the Deeds of Trust given to secure the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kelby Herman, as Owner as sole member of and on behalf of K Herman Development, LLC.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF PLATTE        )

Before me, a notary public qualified for said county, personally came Kelby Herman, as sole member of and on behalf of K Herman Development, LLC, known to me to be the identical person who signed the foregoing Promissory Note and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A

### LOAN AMORTIZATION SCHEDULE

ENTER VALUES				LOAN SUMMARY			
Loan amount	\$800,000.00	Scheduled payment	\$0.00				
Annual interest rate	2.00%	Scheduled number of payments	20				
Loan period in years	5	Actual number of payments	20				
Number of payments per year	4	Total early payments	\$0.00				
Start date of loan	10/1/2025	Total interest	\$80,000.00				
Optional extra payments	\$0.00	LENDER NAME	City of Columbus				

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$3,000.00
2	4/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$6,000.00
3	7/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$9,000.00
4	10/1/2026	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$12,000.00
5	1/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$15,000.00
6	4/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$18,000.00
7	7/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$21,000.00
8	10/1/2027	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$24,000.00
9	1/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$27,000.00
10	4/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$30,000.00
11	7/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$33,000.00
12	10/1/2028	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$36,000.00
13	1/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$39,000.00
14	4/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$42,000.00
15	7/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$45,000.00
16	10/1/2029	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$48,000.00
17	1/1/2030	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$51,000.00
18	4/1/2030	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$54,000.00
19	7/1/2030	\$800,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$800,000.00	\$57,000.00
20	10/1/2030	\$800,000.00	\$803,000.00	\$0.00	\$803,000.00	\$800,000.00	\$3,000.00	\$0.00	\$80,000.00



## EXHIBIT B

### Loan Amortization Schedule for Project 2

#### LOAN AMORTIZATION SCHEDULE

**ENTER VALUES**

Loan amount	\$800,000.00
Annual interest rate	2.00%
Loan period in years	5
Number of payments per year	4
Start date of loan	10/1/2025
Optional extra payments	\$0.00

**LOAN SUMMARY**

Scheduled payment	\$0.00
Scheduled number of payments	20
Actual number of payments	20
Total early payments	\$0.00
Total interest	\$60,000.00
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$3,000.00
2	4/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$6,000.00
3	7/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$9,000.00
4	10/1/2026	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$12,000.00
5	1/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$15,000.00
6	4/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$18,000.00
7	7/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$21,000.00
8	10/1/2027	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$24,000.00
9	1/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$27,000.00
10	4/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$30,000.00
11	7/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$33,000.00
12	10/1/2028	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$36,000.00
13	1/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$39,000.00
14	4/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$42,000.00
15	7/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$45,000.00
16	10/1/2029	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$48,000.00
17	1/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$51,000.00
18	4/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$54,000.00
19	7/1/2030	\$600,000.00	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$600,000.00	\$57,000.00
20	10/1/2030	\$600,000.00	\$603,000.00	\$0.00	\$603,000.00	\$600,000.00	\$3,000.00	\$0.00	\$60,000.00

Sipple, Hansen, Emerson  
Schumacher, Klutman &  
Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return To:  
City of Columbus  
2500 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68601

## NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between K Herman Development, LLC, (whose mailing address is 4407 West Norfolk Ave., Norfolk, Nebraska, 68701) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

Lots 1, 2, 3 and 4, Block A; Lots 1 and 2, Block B and Lot 2, Block C all in Vitality Village Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which

Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

**FOR THE PURPOSE OF SECURING.**

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$1,200,000.00, with an annual interest rate of two percent (2%) per annum, evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not

named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement,

condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Agreement and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) Trustor's default(s) with any junior creditor / junior lien holder; or

(i) Trustor's default(s) with any junior creditor / junior lien holder; or

(j) Trustor's default on Project 2 may be considered as a default on Project 1 (as said projects are set out in the Loan Agreement); or

(k) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with

Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee

or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

K Herman Development, LLC.

\_\_\_\_\_  
Kelby Herman, as sole member of and  
on behalf of K Herman Development, LLC

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Kelby Herman, as sole member of and on behalf of K Herman Development, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*Remainder of page left intentionally blank\*\*\*\*\*

Sipple, Hansen, Emerson  
Schumacher, Klutman &  
Valorz LLC  
PO Box 1305  
Columbus, NE 68602-1305

Return To:  
City of Columbus  
2500 14<sup>th</sup> Street  
P.O. Box 1677  
Columbus, NE 68601

## NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between K Herman Development, LLC, (whose mailing address is 4407 West Norfolk Ave., Norfolk, Nebraska, 68701) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

Five acres south of 45<sup>th</sup> Avenue in NW1/4, will need exact legal description to be determined by land sale survey,

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any

land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

**FOR THE PURPOSE OF SECURING.**

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$1,200,000.00, with an annual interest rate of two percent (2%) per annum, evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a

good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to

pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to

enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Agreement and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement,

purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

- (g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or
- (h) Trustor's default(s) with any junior creditor / junior lien holder; or
- (i) Trustor's default(s) with any junior creditor / junior lien holder; or
- (j) Trustor's default on Project 1 may be considered as a default on Project 2 (as said projects are set out in the Loan Agreement); or
- (k) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

- (a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded,

published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion

determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of

the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

K Herman Development, LLC.

\_\_\_\_\_  
Kelby Herman, as sole member of and  
on behalf of K Herman Development, LLC

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Kelby Herman, as sole member of and on behalf of K Herman Development, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*Remainder of page left intentionally blank\*\*\*\*\*

14.C.Resolution No. R25-50 approving design-build agreement with B-D Construction, Inc. in the amount of \$100,000 for design phase services for Gerrard Park Restroom and Concessions project. CIP #25-34.

DRAFT

**RESOLUTION NO. R25-50**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN-BUILD AGREEMENT WITH B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$100,000 FOR DESIGN PHASE SERVICES FOR GERRARD PARK RESTROOM AND CONCESSION BUILDING; A COPY OF SAID AGREEMENT IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution R24-140 approved the use of the design-build delivery system for the Gerrard Park Restroom and Concession Building, and

WHEREAS, B-D Construction, Inc. was selected to provide design services and construction of the Gerrard Park Restroom and Concession Building in accordance with the city design-build policy, and

WHEREAS, B-D Construction Inc.'s subconsultant is the architectural firm of 1x2 Architects, and

WHEREAS, the guarantee maximum price, substantial complete date, and final complete date will be provided in a future amendment.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that a design-build agreement with B-D Construction, Inc. in the amount of \$100,000 for design phase services for Gerrard Park Restroom and Concession Building, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

**DATE:** April 1, 2025  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Gerrard Park Restroom and Concession Building Agreement between Owner and Design-Builder

**ELECTED SPONSORS:** Kat Lopez and Rich Jablonski

**RECOMMENDATION:**

I recommend approval of the Agreement Between Owner and Design-Builder with B-D Construction, Inc. in the amount of \$100,000 for design phase services for Gerrard Park Restroom and Concession Building.

**DISCUSSION:**

The City Design-Build policy selection was followed with the selection committee choosing B-D Construction, Inc. with 1x2 Architecture.

The current fiscal year budget item is for design phase services for a centralized combined concession and restroom building at Gerrard Park. The location of the building would follow the Gerrard Park Master Plan. The proposed construction would be budgeted in the 2025-2026 fiscal year.

The project is the design-build delivery method and the cost of this agreement will part of the future guaranteed maximum price.

**FISCAL IMPACT:**

Lump sum \$100,000 which is 2024-2025 budget CIP 25-034 in the amount of \$100,000. Additional funding for construction projected to be in the 2025-2026 fiscal year.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Betsy Eckhardt

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]



# AIA® Document A141® – 2014

## Standard Form of Agreement Between Owner and Design-Builder

**AGREEMENT** made as of the 24 day of March in the year 2025  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Columbus, NE  
2424 14<sup>th</sup> Street  
Columbus, NE 68601

and the Design-Builder:  
*(Name, legal status, address and other information)*

B-D Construction, Inc.  
2154 E.32nd Ave,  
Columbus, NE 68601

for the following Project:  
*(Name, location and detailed description)*

Gerrard Park Restroom and Concession Building  
4340 27<sup>th</sup> Street  
Columbus, NE 68601

The Owner and Design-Builder agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
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- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
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- 16 SCOPE OF THE AGREEMENT

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- A DESIGN-BUILD AMENDMENT
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- C SUSTAINABLE PROJECTS

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

#### § 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

Design and construct a restroom and concessions single building in a City neighborhood park, complete in place. Approximately 5,000 square feet.

Exhibit 2- Design Meeting Program Notes

§ 1.1.2 The Owner's design requirements for the Project and related documentation:  
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

Exhibit 1 Attached-  
TASKS AND CONDITIONS  
GERRARD PARK CONCESSION AND RESTROOM BUILDING

§ 1.1.3 The Project's physical characteristics:  
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

New construction project for the City of Columbus for a 4,500SF – 5,000SF Concession / Restroom Building. Building to be constructed of Masonry walls and metal roofing. Building to be located at Gerrard Park- Columbus, NE

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:  
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

None

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:  
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

None

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:  
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

One Million, two hundred thousand and no dollards- (\$1,200,000)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Schematic Design 3.20.2025 through 5.8.2025  
Design Development 5.9.2025 through 6.12.2025  
Construction Documents 6.13.2025 through 8.1.2025

.2 Submission of Design-Builder Proposal:

8.29.2025

.3 Phased completion dates:

None

.4 Substantial Completion date:

8.1.2026

.5 Other milestone dates:

None

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

1x2 Architecture, LLC.  
Mathew Smith  
18410 Meridith Ave.  
Elkhorn, NE 68022  
402.598.9023

.2 Consultants

1 Structural Engineer

Jim Lange  
Lange Structural Group  
1919 South 40<sup>th</sup> Street, Suite 302  
Lincoln, NE 68506  
402.421.9540  
jim@langestructuralgroup.com

.2 Mechanical Engineer

Andy Gilliam  
Morrissey Engineering  
49490 N. 118<sup>th</sup> St., Suite 100  
Omaha, NE 68164  
agilliam@morrisseyengineering.com  
402.491.4144

.3 Electrical Engineer

Toby Samuelson  
Morrissey Engineering  
49490 N. 118<sup>th</sup> St., Suite 100  
Omaha, NE 68164  
tsamuelson@morrisseyengineering.com  
402.491.4144

.4 Other, if any:

Landscape Engineer  
Caitlin Bolte  
Confluence  
1111 N. 13<sup>th</sup> St., Suite 203  
Omaha, NE 68102  
[cbolte@thinkconfluence.com](mailto:cbolte@thinkconfluence.com)  
402.973.9909

Civil Engineer  
Scott Braun  
RW Engineering  
7525 N. 101<sup>st</sup> St.  
Omaha, NE 68122  
[scott@rwmidwest.com](mailto:scott@rwmidwest.com)  
402.573.2205

### .3 Contractors

TBD at Design Build Amendment

**§ 1.1.9** Additional Owner's Criteria upon which the Agreement is based:

*(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)*

None

**§ 1.1.10** The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 1.1.10.1** If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

**§ 1.1.11** If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

**§ 1.1.12** If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

### **§ 1.2 Project Team**

**§ 1.2.1** The Owner identifies the following representative in accordance with Section 7.1.1:

*(List name, address and other information.)*

Richard Bogus  
City of Columbus, NE  
2500 14<sup>th</sup> Street  
Suite 3  
Columbus, NE 68601  
402.562.4235  
[rick.bogus@columbusne.us](mailto:rick.bogus@columbusne.us)

**§ 1.2.2** The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

*(List name, address and other information.)*

None

**§ 1.2.3** The Owner will retain the following consultants and separate contractors:

*(List discipline, scope of work, and, if known, identify by name and address.)*

None

**§ 1.2.4** The Design-Builder identifies the following representative in accordance with Section 3.1.2:

*(List name, address and other information.)*

Bryan Kearney  
B-D Construction, Inc.  
2154 E. 32<sup>nd</sup> Ave.  
Columbus, NE 68601  
402.910.1306  
bryank@bdconstructioninc.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

**§ 1.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

**§ 1.4 Definitions**

**§ 1.4.1 Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

**§ 1.4.2 The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

**§ 1.4.3 The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

**§ 1.4.4 The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

**§ 1.4.5 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

**§ 1.4.6 Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

## ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

### § 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

One Hundred Thousand Dollars, (\$100,000)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit 3

Individual or Position

Rate

### § 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;

- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of None percent (None %) of the expenses incurred.

**§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid (45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

one and a half percent % 1.5

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

**§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

**ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT**

**§ 3.1 General**

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

### § 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

### § 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

### § 3.1.15 **Contingent Assignment of Agreements**

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

#### ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

##### § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

##### § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

### § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

## ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

### § 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for

coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

### § 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

### § 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

### § 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

### § 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

### § 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

### § 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

**§ 5.11 Cleaning Up**

**§ 5.11.1** The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 5.11.2** If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

**§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

**§ 5.13 Construction by Owner or by Separate Contractors**

**§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 5.13.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

**§ 5.13.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

**§ 5.13.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

**§ 5.13.1.4** Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

**§ 5.14 Mutual Responsibility**

**§ 5.14.1** The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

**§ 5.14.2** If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

**§ 5.14.3** The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 5.14.4** The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### ARTICLE 6 CHANGES IN THE WORK

#### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

#### § 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## **ARTICLE 7 OWNER'S RESPONSIBILITIES**

### **§ 7.1 General**

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 7.2 Information and Services Required of the Owner**

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### § 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

#### § 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

#### § 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

### ARTICLE 8 TIME

#### § 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

### ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

#### § 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

#### § 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as

the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

**§ 9.3.1.1** As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

**§ 9.3.2** Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

## § 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

## § 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover

the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for

whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

## § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

## ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

### § 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

### § 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

### § 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

### **§ 11.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 12 COPYRIGHTS AND LICENSES**

**§ 12.1** Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

**§ 12.2** The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 12.3** Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

**§ 12.3.1** The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

**§ 12.3.2** In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment**

**§ 13.1.1** If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

## § 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

### § 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

**§ 14.1.3 Notice of Claims**

**§ 14.1.3.1 Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 14.1.3.2 Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

**§ 14.1.4 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

**§ 14.1.5 Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 14.1.6 Claims for Additional Time**

**§ 14.1.6.1** If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 14.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 14.1.7 Claims for Consequential Damages**

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

**§ 14.2 Initial Decision**

**§ 14.2.1** An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

**§ 14.2.2 Procedure**

**§ 14.2.2.1 Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

**§ 14.2.2.2 Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or

(5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

### § 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable

statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

#### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

#### § 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

#### § 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

### § 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

**ARTICLE 16 SCOPE OF THE AGREEMENT**

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
  
- .6 Other:

This Agreement entered into as of the day and year first written above.

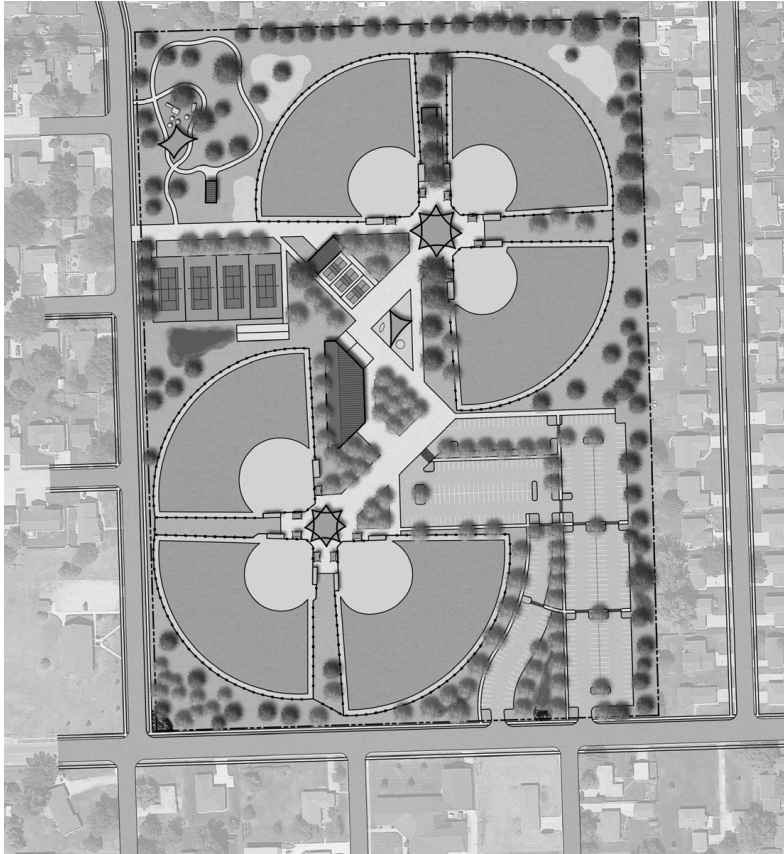
\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
DESIGN-BUILDER (Signature)

  
BRYAN L. KEARNEY / PROJECT MANAGER  
\_\_\_\_\_  
(Printed name and title)

## Exhibit 2



14.D.Resolution No. R25-51 approving design-build agreement with B-D Construction, Inc. in the amount of \$33,500 for design phase services for Cemetery Maintenance Shop Addition project. CIP #25-39

DRAFT

**RESOLUTION NO. R25-51**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN BUILD AGREEMENT WITH B-D CONSTRUCTION, INC. IN THE AMOUNT OF \$33,500 FOR DESIGN PHASE SERVICES FOR CEMETERY MAINTENANCE SHOP ADDITION; A COPY OF SAID AGREEMENT IS ATTACHED HERETO; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, Resolution R24-150 approved the use of the design build delivery system for the Cemetery Maintenance Shop Addition, and

WHEREAS, B-D Construction, Inc. was selected to provide design services and construction of the Cemetery Maintenance Shop Building Addition in accordance with the city design build policy, and

WHEREAS, B-D Construction, Inc.'s subconsultant is the architectural firm of 1x2 Architects, and

WHEREAS, the guarantee maximum price, substantial complete date, and final complete date will be provided in a future amendment.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that a design-build agreement with B-D Construction, Inc. in the amount of \$33,500 for design phase services for the Cemetery Maintenance Shop Addition, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and ratified and the Mayor is authorized, directed and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

**DATE:** April 1, 2025  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Cemetery Maintenance Shop Building Addition  
Agreement between Owner and Design-Builder

**ELECTED SPONSORS:** Ron Schilling and Rich Jablonski

**RECOMMENDATION:**

I recommend approval of the Agreement Between Owner and Design-Builder with B-D Construction, Inc. in the amount of \$33,500 for design phase services for the Cemetery Building Maintenance Shop Building Addition.

**DISCUSSION:**

The City Design-Build policy selection was followed with the selection committee choosing B-D Construction, Inc. with 1x2 Architecture.

The existing maintenance garage located in the southeast corner of Roselawn Cemetery will be renovated to include an office and an addition of a single bay on the west side. The existing shop has two pickup truck sized bays and the office will eliminate one of the bays. Thus, the addition will be for a backhoe and pickup depth. The project will provide a place for the public to visit when inquiring about a plot.

The project is the design-build delivery method and the cost of this agreement will part of the future guaranteed maximum price.

**FISCAL IMPACT:**

Lump sum \$33,500 which is Part of 2024-2025 budget CIP 25-039 in the amount of \$250,000.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Douglas A Moore

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]



# AIA® Document A141® – 2014

## Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 28 day of March in the year 2025  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

City of Columbus  
2424 14<sup>th</sup> Street  
Columbus, NE 68601

and the Design-Builder:  
(Name, legal status, address and other information)

B-D Construction, Inc.  
2154 East 32<sup>nd</sup> Avenue  
Columbus, NE 68601

for the following Project:  
(Name, location and detailed description)

Roselawn Cemetery Building  
2500 14<sup>th</sup> Street; Suite 3  
Columbus, NE 68601

The Owner and Design-Builder agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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1 GENERAL PROVISIONS

2 COMPENSATION AND PROGRESS PAYMENTS

3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

6 CHANGES IN THE WORK

7 OWNER'S RESPONSIBILITIES

8 TIME

9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 UNCOVERING AND CORRECTION OF WORK

12 COPYRIGHTS AND LICENSES

13 TERMINATION OR SUSPENSION

14 CLAIMS AND DISPUTE RESOLUTION

15 MISCELLANEOUS PROVISIONS

16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A DESIGN-BUILD AMENDMENT

B INSURANCE AND BONDS

C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)*

§ 1.1.1 The Owner's program for the Project:

*(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)*

The City of Columbus, Nebraska intends to design and construct a Cemetery Maintenance Shop Addition at Roselawn Cemetery.

Exhibit 2: Design Meeting Program Notes

§ 1.1.2 The Owner's design requirements for the Project and related documentation:  
*(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)*

Exhibit 1 Attached:  
TASKS AND CONDITIONS  
Cemetery Maintenance Shop Addition at Roselawn Cemetery.

§ 1.1.3 The Project's physical characteristics:  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

New construction project for the City of Columbus for a 960 sq ft Maintenance Building Addition with interior build out of office inside existing building. Building to be Pre-Engineered Building with metal roofing and walls to match existing maintenance building. Building to be located at Roselawn Cemetery, Columbus, Nebraska.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:  
*(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)*

None.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:  
*(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)*

None.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:  
*(Provide total for Owner's budget, and if known, a line item breakdown of costs.)*

Two hundred fifty thousand dollars and no/100. (\$250,000.00)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Design Development 4.7.2025 through 4.25.2025.

.2 Submission of Design-Builder Proposal:

6.20.2025

.3 Phased completion dates:

None

.4 Substantial Completion date:

12.31.2025

.5 Other milestone dates:

None.

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

1x2 Architecture, LLC  
Matthew Smith  
18410 Meridith Avenue  
Elkhorn, NE 68022  
Phone: 402-598-9023

.2 Consultants

1 Structural Engineer

Kyle Ruse  
Voss and Associates, Inc.  
210 N 7<sup>th</sup> Street  
Lincoln, NE 68508  
Phone: 402-476-6365  
kyle@voss-assoc.com

2. Mechanical Engineer

Ricky Hiatt  
RDH Engineering  
13504 Stevens Street, Suite D  
Omaha, NE 68137  
[rick.hiatt@rdheng.com](mailto:rick.hiatt@rdheng.com)  
Phone: 402-333-9009

3. Christopher Wells  
RDH Engineering  
13504 Stevens Street; Suite D  
Omaha, NE 68137  
[Christopher.wells@rdheng.com](mailto:Christopher.wells@rdheng.com)  
Phone: 402-333-9009

4. Other, if any:

.3 Contractors

TBD in Design Build Amendment

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

None.

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.

**§ 1.2 Project Team**

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:  
*(List name, address and other information.)*

Richard Bogus City of Columbus, NE  
2500 14<sup>th</sup> Street  
Suite 3  
Columbus, NE 68601  
Phone: 402-562-4235 rick.bogus@columbusne.us

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:  
*(List name, address and other information.)*

None.

§ 1.2.3 The Owner will retain the following consultants and separate contractors:  
*(List discipline, scope of work, and, if known, identify by name and address.)*

None.

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:  
*(List name, address and other information.)*

Bryan Kearney  
B-D Construction, Inc.  
2154 East 32<sup>nd</sup> Avenue  
Columbus, NE 68601  
Phone: 402-910-1306  
bryank@bdconstructioninc.com

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

**§ 1.3 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 14.4

Litigation in a court of competent jurisdiction

Other: *(Specify)*

## § 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 **The Project.** The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 **Submittal.** A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 **Owner.** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 **Design-Builder.** The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 **Consultant.** A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 **Architect.** The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 **Contractor.** A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 **Confidential Information.** Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 **Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 **Day.** The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 **Contract Sum.** The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

**ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS**

§ 2.1 **Compensation for Work Performed Prior To Execution of Design-Build Amendment**

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

*(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)*

Thirty-Three Thousand Five Hundred Dollars and no/100 (\$33,500.00)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit 3

Individual or Position	Rate
------------------------	------

§ 2.1.3 **Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment**

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of None percent ( 0 %) of the expenses incurred.

§ 2.1.4 **Payments to the Design-Builder Prior To Execution of Design-Build Amendment**

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

*(Insert rate of monthly or annual interest agreed upon.)*

One and a half percent % 1.5

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 **Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment**

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

## ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

### § 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

### § 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;

- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

### § 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

### § 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear

and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

### § 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

### § 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

## ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

## § 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:  
*(List additional information, if any, to be included in the Design-Builder's written report.)*

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

## § 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

## § 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

## ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

### § 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

### § 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

### § 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

**§ 5.5.3 Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

**§ 5.5.4** If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

**§ 5.6 Allowances**

**§ 5.6.1** The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

**§ 5.6.2** Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

**§ 5.6.3** The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

**§ 5.7 Key Personnel, Contractors and Suppliers**

**§ 5.7.1** The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

**§ 5.7.2** If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.7.3** Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

**§ 5.8 Documents and Submittals at the Site**

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

**§ 5.9 Use of Site**

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

**§ 5.10 Cutting and Patching**

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

**§ 5.11 Cleaning Up**

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

**§ 5.12 Access to Work**

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

**§ 5.13 Construction by Owner or by Separate Contractors**

**§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

#### § 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

#### § 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### ARTICLE 6 CHANGES IN THE WORK

#### § 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

#### § 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

#### § 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### § 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

### **§ 7.3 Submittals**

**§ 7.3.1** The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 7.3.2** Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

**§ 7.4** Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

**§ 7.5** The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

**§ 7.6** The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 7.7** The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

### **§ 7.8 Owner's Right to Stop Work**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

### **§ 7.9 Owner's Right to Carry Out the Work**

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

## **ARTICLE 8 TIME**

### **§ 8.1 Progress and Completion**

**§ 8.1.1** Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

## ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

### § 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

### § 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

**§ 9.6.2** The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

**§ 9.6.3** The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

**§ 9.6.4** The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

#### § 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or

otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

## § 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

## § 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the

persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

### **ARTICLE 11 UNCOVERING AND CORRECTION OF WORK**

#### **§ 11.1 Uncovering of Work**

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

#### **§ 11.2 Correction of Work**

**§ 11.2.1 Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

#### **§ 11.2.2 After Substantial Completion**

**§ 11.2.2.1** In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work

within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

#### § 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims

and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

### § 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

#### § 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect

contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

### § 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

### § 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

### § 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

### § 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- 2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

#### § 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

#### § 14.2.2 Procedure

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

#### § 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

#### § 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

### ARTICLE 15 MISCELLANEOUS PROVISIONS

#### § 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

#### § 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party

to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 15.2.2** The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

**§ 15.2.3** If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

**§ 15.3 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

**§ 15.4 Rights and Remedies**

**§ 15.4.1** Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 15.4.2** No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**§ 15.5 Tests and Inspections**

**§ 15.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

**§ 15.5.2** If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

**§ 15.5.3** If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

**§ 15.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

**§ 15.5.5** If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**§ 15.5.6** Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 15.6 Confidential Information**

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

**§ 15.6.1** A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

**§ 15.7 Capitalization**

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

**§ 15.8 Interpretation**

**§ 15.8.1** In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 15.8.2** Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

**ARTICLE 16 SCOPE OF THE AGREEMENT**

**§ 16.1** This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:
- .6 Other:

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
DESIGN-BUILDER (Signature)

 |   
(Printed name and title)

## Exhibit 1

### TASKS AND CONDITIONS

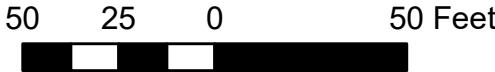
#### **Cemetery Maintenance Shop Addition at Roselawn Cemetery**

1. Design and construction of the partial renovation of the existing cemetery maintenance shop and a shop addition at Roselawn Cemetery, complete in place.
2. Renovation on the east side of the existing shop to add an office for public to inquire about cemetery plots and for the cemetery supervisor to use. Access to existing restrooms and to the bays.
3. Pre-engineering metal building one bay addition on the west side of the existing shop. Addition will match the front (north elevation) and extend further to the south than the existing building.
4. Building addition size approximately 15-foot by 60-foot with a 15-foot height garage door. Fire wall system between bays and office/restroom.
5. Building location and addition location provided by City (Exhibit 2)
6. Topographic survey to be provided to selected team by Engineering Department. No cost to design-builder.
7. Geotechnical soils investigation and testing to be part of the project by design-builder.
8. Design meetings with City as needed and agreed upon.
9. Construct temporary construction fencing from the existing cemetery plots.
10. Provide ADA van accessible parking stall with signage and sidewalk to main door.
11. Design and construction must be Americans with Disability Act (ADA) compliant.
12. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing. Full set of building plans including mechanical, electrical, plumbing (if needed), structural and site layout required. A Professional Architect or Engineer will need to be the Coordination Professional including the stamp and signature on the cover sheet.
13. Obtain City Building permit, including Small Lot NOI, from Community Development Department. No fee to the contractor.
14. Obtain State Fire Marshall approval.
15. Design to be completed in early spring 2025 following by construction in summer and fall 2025 construction season for substantial completion in September 2025.
16. Design and construction reviews and recommendation of pay applications and revisions by design professional of record.

**ROSELAWN CEMETRY  
COLUMBUS, NE.**

EXHIBIT 2

PROPOSED ADDITION



# Proposed Design Schedule

Phase	Start Date	End Date
Design Phase (3 Weeks)	April 7, 2025	April 25, 2025
Construction Document Phase (4 Weeks)	April 26, 2025	May 22, 2025
Bidding	May 23, 2025	June 12, 2025
Construction Phase	June 2025	September 2025

- Per City, Construction to Start After Memorial Day

# Project Scope / Program

- Renovation to existing shop to add Public Office
- No work to Existing Restrooms and Work Bays
- Pre-Engineered Metal Building Addition
  - 16' x 60' Addition
  - 12' x 16' tall garage door
- ADA Van Accessible Parking Spot
  - ADA accessible entry door (Existing Door)
- Temp Fencing to be constructed around project site
- IT / Security / Low Voltage Questions
  - Cameras on the building - TBD
  - Fiber/Data - Yes, bring in new service
- Electrical / Lighting Questions
  - Standard Shop Lighting - Yes
  - Any Special Electrical Needs - no just standard electrical for the addition
- Mechanical / Plumbing Questions
  - Heat throughout building - existing has unit heaters
    - AC for the office (mini split + add transfer duct to serve the existing RR)
  - Add Floor Drains at new bay - Yes
    - Trench Drain (sand/oil separator required - get model from city)
- Are existing drawings available?
  - Original Behlen Metal Building Drawings
  - Original Foundation Drawings

# Project Location + Extents



Requested Survey Extents

Project Addition Location

# Existing Building Photos



# Additional Notes

## Electrical Notes:

- Building is currently all electric (and addition will be all electric as well)
- Add Fiber Service to the building to allow it to be on the City's System
- No Access Control/Security System Needed (doors will all just use Keys)
- New Chain Hung LED Lights in new addition
  - Upgrade existing to same fixture if budget allows
- Add new exterior light on south side of building
- Add new exterior light on north side of building next to new OH garage door (match existing and/or possibly replace all existing exterior lights with new LED lights)
  - Existing lights look like they use a photocell to turn on/off (refer to photos) - Assume same operation would be desired on all exterior lights
- Standard electrical plugs throughout the new addition
- New OH garage door to have an electric operator
  - Would like to add operators to other two existing doors if budget allows
- Intent/Hope is the existing service and electrical panel are large enough to handle the new addition, refer to existing photos of electrical panel

## Mechanical Notes:

- Existing has electric unit heaters that are used year round
  - Add additional electric heaters to addition for year round operation
- New office in existing building will need to be heated and cooled
  - Use mini-split system for this office and transfer duct into adjacent existing RR?
- Add new water hose-bib to new addition at the interior for washing down vehicles
- Add linear trench drain at new addition - tie into existing sanitary line
- Will need to add sand/oil separator - city has a model they use in other facilities that they would like to match here

## Structural/Architectural:

- New Addition Will be Taller than existing building
- Existing west building wall to remain and new 3-0x7-0 interior door to be installed to connect the two buildings together

Thank You!



**Exhibit A:**

**BILLING RATES**

**Standard Hourly Rates**

Bruce Yoder.....	\$150.00/hr
Matt Smith.....	\$150.00/hr

**These rates are in effect through December 31, 2025.**

14.E. Resolution No. R25-52 awarding contract with Midlands Contracting dba Johnson Service Co. in the amount of \$168,208 for Sanitary Sewer Rehabilitation 2025. CIP #20-94

**RESOLUTION NO. R25-52**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARING CONTRACT TO MIDLANDS CONTRACTING, INC. DBA JOHNSON SERVICE CO. IN THE AMOUNT OF \$168,208 FOR SANITARY SEWER REHABILITATION 2025.

WHEREAS, the City of Columbus received bids for Sanitary Sewer Rehabilitation 2025 on March 25, 2025, with Midlands Contracting, Inc. dba Johnson Service Co. submitting the lowest bid, in the amount of \$168,208, as detailed in the attached bid tabulation.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the award of the contract with Midlands Contracting dba Johnson Service Co., in the amount of \$168,208 be accepted 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 31, 2025  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Sanitary Sewer Rehabilitation 2025

**RECOMMENDATION:**

I recommend award of the Bid for the above-referenced project to Midlands Contracting, Inc. dba Johnson Service Co. in the amount of \$168,208.00.

**DISCUSSION:**

Two bids were received and a Bid Tabulation sheet is attached. A third bid was received and determined to be non-complaint and was not read in the bid opening.

The project locations are as follows and as shown on the attached map:

- 26<sup>th</sup> Avenue from 23<sup>rd</sup> to 27<sup>th</sup> Streets and 27<sup>th</sup> Street from 26<sup>th</sup> Avenue, east approximately 372 feet
- 2<sup>nd</sup> Street from 10<sup>th</sup> to 12<sup>th</sup> Avenues
- 29<sup>th</sup> Avenue from 27<sup>th</sup> to Cheyenne Streets; Cheyenne Street from 29<sup>th</sup> Avenue to Kummer Drive; and Kummer Drive from 27<sup>th</sup> Street to Cheyenne Street
- 31<sup>st</sup> Avenue from 27<sup>th</sup> Street to north of 28<sup>th</sup> Street

Projected start date is August 1, 2025, for completion within this fiscal year. The Public Works Department estimate was \$150,000.

Work includes cast-in-place resin-impregnated flexible tube lining of existing sanitary sewer main and related work. These segments of main has failed due to sewer gases which build up when sewerage is not flowing properly. The cured in place liner will extend the life of the jointed pipes and provide better flows and ease of maintenance. Design and construction phase services internally by the Engineering Department.

**FISCAL IMPACT:**

2024-2025 budget CIP 20-94 in the amount of \$150,000. The remaining funds will be from City Council January 6, 2025, approved reallocation of funds from CIP 21-81. Design and construction observation services by the Engineering Department saving an estimated \$15,000 to \$20,000 in consulting fees.

**CONCURRENCE:**

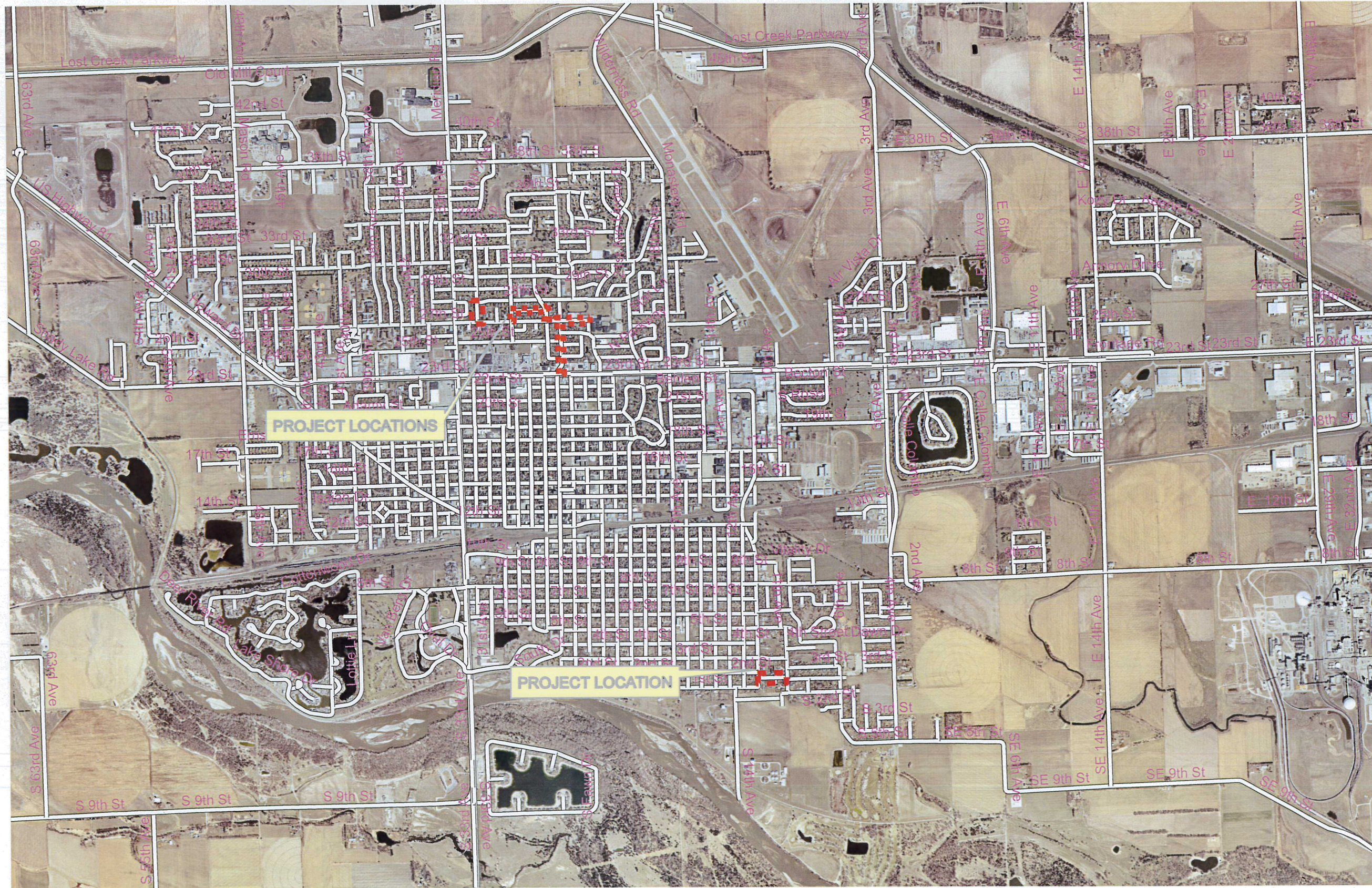
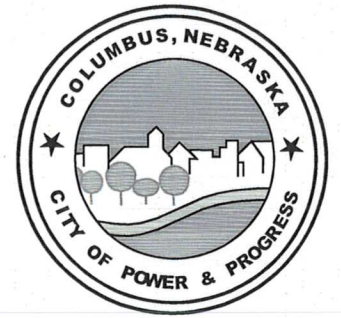
By: Chuck Sliva

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

# SANITARY SEWER REHABILITATION 2025



**QUANTITIES**  
 1249 L.F. OF 12" PIPE  
 1659 L.F. OF 8" PIPE  
 696 L.F. OF 6" PIPE  
 79 SERVICE TAPS

CITY OF COLUMBUS  
 ENGINEERING DEPARTMENT  
 COLUMBUS, NEBRASKA



Statewide  
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 Nationwide  
 811

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14.F. Resolution No. R25-53 approving agency agreement with Nebraska Department of Transportation, Division of Aeronautics, for Federal Aviation Administration Grant 3-31-0019-020-2025 to obtain federal funding assistance for construction of 8-Place T-Hangar at Columbus Municipal Airport. CIP #23-30

**RESOLUTION NO. R25-53**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR GRANT NO. 3-31-0019-020-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that:

1. The City of Columbus shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Grant No. 3-31-0019-020--2025 for the purpose of obtaining federal assistance for the Columbus Municipal Airport and that such agreement shall be set forth herein below.
2. The mayor of the City of Columbus is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Columbus, and the city clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

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:** April 2, 2025  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Municipal Airport 8-Place T-Hangar  
FAA Grant No. 3-31-0019-020-2025

**RECOMMENDATION:**

I recommend approval of the Nebraska Department of Transportation (NDOT), Division of Aeronautics, Agency Agreement with the City of Columbus, Federal Airport Administration (FAA) Grant No. 3-31-0019-020-2025 for the Municipal Airport 8-Place T-Hangar project.

**DISCUSSION:**

NDOT Agency Agreements for FAA grants for this project were approved in 2023 and 2024. This Agency Agreement in 2025 is the last required for completion of the 8-Place T-Hangar project.

The project completion in the next few months remains on schedule.

**FISCAL IMPACT:**

Federal funding required to complete the project as part of 2024-2025 Budget CIP No. 23-30 in the amount of \$1,800,000. The FAA grant is a 90 percent federal grant and 10 percent local airport sponsor match.

**ALTERNATIVE:**

None. The funding is needed to complete the project.

**CONCURRENCE:**

By: Ross Niedbalski

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

## AGENCY AGREEMENT

### Project No. 3-31-0019-020-2025 (B01)

This is an agreement between the City of Columbus, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Columbus Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

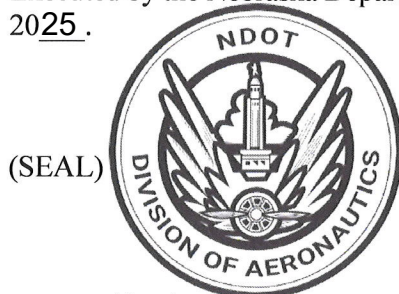
"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.


"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 21st day of January 2025 .



  
 \_\_\_\_\_  
 Director

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

- A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

- B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

- C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

- D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

Resolution No. \_\_\_\_\_

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF COLUMBUS, NEBRASKA, SPONSOR OF COLUMBUS MUNICIPAL AIRPORT, HELD ON \_\_\_\_\_, 2025.

The following resolution was introduced by \_\_\_\_\_, read in full, seconded by \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0019-020-2025 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

Be it resolved by the Mayor and members of the City Council of Columbus, Nebraska, that:

1. The City of Columbus shall enter into an Agency Agreement with the Department of Transportation, Division of Aeronautics for Project No. 3-31-0019-020-2025 for the purpose of obtaining Federal assistance for the Airport and that such agreement shall be set forth hereinbelow.
2. The Mayor of Columbus is hereby authorized and directed to execute said Agency Agreement on behalf of the City of Columbus, and the City Clerk is hereby authorized to attest said execution.
3. The said agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_ voted yea, and \_\_\_\_ voted nay, and the resolution therefore was declared passed and approved on \_\_\_\_\_, 2025.

ATTEST: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

# AGENCY AGREEMENT

## Project No. 3-31-0019-020-2025 (B01)

This is an agreement between the City of Columbus Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

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It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
  
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

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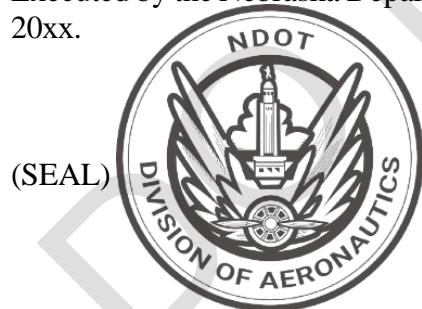
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"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this xx day of xxxx 20xx.



DO NOT SIGN

Director

Executed by the Airport Sponsor this xx day of xxxxxxxx, 20xx.

DO NOT SIGN

Clerk

DO NOT SIGN

Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents.  
Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents.  
Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

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Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
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“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

**Application for Federal Assistance SF-424**

*1. Type of Submission: Preapplication Application Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): New Continuation * Other (Specify) Revision
---	---

\*3. Date Received: \_\_\_\_\_ 4. Applicant Identifier: \_\_\_\_\_

5a. Federal Entity Identifier: \_\_\_\_\_ \*5b. Federal Award Identifier: \_\_\_\_\_

**State Use Only:**

6. Date Received by State: \_\_\_\_\_ 7. State Application Identifier: \_\_\_\_\_

**8. APPLICANT INFORMATION:**

\*a. Legal Name: \_\_\_\_\_

\*b. Employer/Taxpayer Identification Number (EIN/TIN): \_\_\_\_\_ \*c. UEI: \_\_\_\_\_

**d. Address:**

\*Street 1: \_\_\_\_\_  
Street 2: \_\_\_\_\_  
\*City: \_\_\_\_\_  
County/Parish: \_\_\_\_\_  
\*State: \_\_\_\_\_  
\*Province: \_\_\_\_\_  
\*Country: \_\_\_\_\_  
\*Zip / Postal Code \_\_\_\_\_

**e. Organizational Unit:**

Department Name: \_\_\_\_\_ Division Name: \_\_\_\_\_

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_  
Middle Name: \_\_\_\_\_  
\*Last Name: \_\_\_\_\_  
Suffix: \_\_\_\_\_

Title: \_\_\_\_\_

Organizational Affiliation: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*Email: \_\_\_\_\_

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: \_\_\_\_\_

\*b. Program/Project: \_\_\_\_\_

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: \_\_\_\_\_

\*b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

\*a. Federal \_\_\_\_\_

\*b. Applicant \_\_\_\_\_

\*c. State \_\_\_\_\_

\*d. Local \_\_\_\_\_

\*e. Other \_\_\_\_\_

\*f. Program Income \_\_\_\_\_

\*g. TOTAL \_\_\_\_\_

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_ .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes      No

**If "Yes", explain:**

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_

\*Date Signed: \_\_\_\_\_



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

## **INSTRUCTIONS FOR FORM 5100-100**

### **PART I – Application for Federal Assistance**

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

### **PART II – Project Approval Information**

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

#### **SECTION A. STATUTORY CONDITIONS**

**Item 1** – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

**Item 2** – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

**Item 3** – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

**Item 4** – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

**Item 5** – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

**Item 6** – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request **does not** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

#### **SECTION B. CERTIFICATION REGARDING LOBBYING**

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

## SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
  - a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
  - b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a)) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
  - a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.  
Example: “*Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated \_\_/\_\_/\_\_ originally filed with AIP Project ###.*”
  - b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
  - c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

## **PART III – Budget Information**

### **SECTION A. GENERAL**

**1. Assistance Listing Number** - Show the Assistance Listing Number from which the assistance is requested.

**2. Functional or Other Breakout:** Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

**Line 1** - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

**Line 2** - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

**Line 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Line 4** - Enter fees for architectural engineering basic services.

**Line 5** - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

**Line 6** - Enter fees for inspection, testing and monitoring of construction and related programs.

**Line 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Line 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Line 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Line 10** - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Line 11** - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

**Line 12** - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

**Line 13** - Enter miscellaneous amounts for items not specifically covered by previous categories.

**Line 14** - Enter the sum of Lines 1-13.

**Line 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

**Line 16** - Enter the difference between Line 14 and Line 15.

**Line 17** - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

**Line 18** - Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Line 19** - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

**Line 20** - Indicate the amount of the Grantee's share (from Section D).

**Line 21** - Indicate the amount of other shares (from Section D)

**Line 22** - Indicate sum of Lines 19, 20 and 21.

#### **SECTION C. EXCLUSIONS**

**Line 23 a-g** - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

#### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Line 24 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Line 24h** - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

**Line 25a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

**Line 25c** - Show the total of Lines 25a and 25b. This amount must be the same as the amount shown in Section B, Line 21.

**Line 26** - Enter the totals of Lines 24h and 25c.

#### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – Program Narrative**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.
- b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.
- c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.
- d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Identify location of the project. This will typically be the name of the airport.

### **5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

### **6. SPONSOR'S REPRESENTATIVE**

Identify contact information of Sponsor's representative.

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	Yes	No	
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	Yes	No	N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	Yes	No	N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	Yes	No	N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <div style="margin-left: 20px;">                     The project is included in an <i>approved</i> PFC application.                      If included in an approved PFC application,                      does the application <i>only</i> address AIP matching share?      Yes      No                 </div> The project is included in another Federal Assistance program. Its CFDA number is below.	Yes	No	N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <div style="margin-left: 20px;">                     De Minimis rate of 10% as permitted by 2 CFR § 200.414.                       Negotiated Rate equal to                      % as approved by    (the Cognizant Agency)                      on    (Date) (2 CFR part 200, appendix VII).                 </div> <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	Yes	No	N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Assistance Listing Number:
2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

<b>Cost Classification</b>	<b>Latest Approved Amount (Use only for revisions)</b>	<b>Adjustment + or (-) Amount (Use only for revisions)</b>	<b>Total Amount Required</b>
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)

**PART IV – PROGRAM NARRATIVE**  
*(Suggested Format)*

<b>PROJECT:</b>
<b>AIRPORT:</b>
<b>1. Objective:</b>
<b>2. Benefits Anticipated:</b>
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b>
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes      No      N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes      No      N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes      No      N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes      No      N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes      No      N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes      No      N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes      No      N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes      No      N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes      No      N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes      No      N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes      No      N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes      No      N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location:

Address:

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



## Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes	No	N/A
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2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes      No      N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes      No      N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

Yes      No      N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes      No      N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes      No      N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes      No      N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes      No      N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes      No      N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes      No      N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this            day of            ,            .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes      No





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor:

Airport:

Project Number:

Description of Work:

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes    No    N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes    No    N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  

Yes	No	N/A
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5. Sponsor has publicized or will publicize a RFQ that:
  - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes	No	N/A
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6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  

Yes	No	N/A
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7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  

Yes	No	N/A
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8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
  - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes	No	N/A
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9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  

Yes	No	N/A
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10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  

Yes	No	N/A
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11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  

Yes	No	N/A
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12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  

Yes	No	N/A
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13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes      No      N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes      No      N/A

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this              day of              ,              .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

14.G.Resolution No. R25-54 amending Schedule of Fees to increase costs of meals for eligible diners for the Senior Center.

DRAFT

**RESOLUTION NO. R25-54**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES FOR THE SENIOR CENTER BY INCREASING THE COST OF MEALS FOR ELIGIBLE DINERS TO THE FOLLOWING EFFECTIVE JUNE 1, 2025: CONGREGATE MEAL, \$6; TAKE OUT MEAL, \$7; HOME DELIVERED MEAL, \$7; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Schedule of Fees for the Senior Center is hereby amended by increasing the cost of meals for eligible diners to the following effective June 1, 2025: congregate meal, \$6; take out meal, \$7; home delivered meal, \$7.

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 31, 2025  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Price increases for eligible meals at the Senior Center

**RECOMMENDATION:** Staff recommends the City Council approves price increases for eligible meals at the Senior Center.

**DISCUSSION:** Meals for eligible diners (patrons 60 and over) are a suggested price and are as follows along with the proposed increases:

Meal	Current	Change
Congregate	\$5.00	\$6.00
Take Out Meal	\$5.50	\$7.00
Home Delivered	\$6.00	\$7.00

The Senior Center Advisory Board has approved these increases at their March 20, 2025 meeting.

**FISCAL IMPACT:** Currently raw food costs have increased to over \$12.00 per meal. The Northeast Nebraska Area Agency on aging provides funding in the amount of \$2.60 per meal for congregate and take out and \$3.10 per meal for home delivered meals. The city provides any additional funding that is needed. NNeAAA has cut funding on some other programs that helped offset some food costs. We are proposing the new rates go into effect June 1, 2025.

**ALTERNATIVES:** Keep meal prices the same

**CONCURRENCE:** Patty Laska, Senior Center Manager

Approved By: *Douglas A Moore*  
Douglas Moore, Public Property Director

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

**SCHEDULE OF FEES**  
**2024 – 2025**  
**INDEX**

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY  
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.**  
All required insurance certificates shall name the City of Columbus as additional insured.

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## AIRPORT

	Rent per Month
Hangar 1412N	\$125
Hangar 1412S	\$115
Hangar 1406W	\$240
Hangar 1406E	\$240
Hangar 1230	\$45
Hangar 1240	\$95
Hangar 1315	\$200
Hangar 1508	\$100
Hangar 1508 Storage Units	\$55
Hangar 1412W	\$280
Hangar 1412E	\$280
Hangar 1334	\$750
Hangar 1340	\$690
Hangar 1307	\$185
Hangar 1430	\$400
Land Lease/Non-Airport Owned Hangars	**\$0.30 per sq. ft.
Aerial Applicator Agreement	\$2,000 per year
Fuel Flowage	*\$0.10 per gallon
Fuel Storage	*\$0.12 per gallon
T-Hangar waiting list:	
Administrative Fee (non-refundable)	\$25
Deposit (refundable if removed from list or will be applied to first month hangar rent).	\$100

\*Applicable Upon Lease Renewal

\*\*Excludes Current Leases

## **AQUATICS**

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Passholders may receive a discounted price for some programs. The discount will reflect that the passholder is already paying for facility usage and the fee will be for the cost of the program only.

*Program fees are non-refundable.*

### **AQUATIC CENTER**

#### **Daily Admission**

3 & under	Free
Individual	\$5

#### **Annual Pass** (Good for one year from date of purchase)

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Pass Member Group (Maximum of 6)	\$600

#### **Monthly Pass**

Individual	\$35
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#### **Annual Combo Pass (Aquatic Center & Pawnee Plunge)**

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include on caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

#### **Admission Punch Cards**

50 Punches	\$100
25 Punches	\$75
10 Punches	\$35
5 Punches	\$20

#### **Group Swimming Lesson**

Parent/Child	\$45
Preschool	\$45
Level 1 through 6	\$60

**Private Swimming Lesson**

Single Lesson	\$30
3 Lesson Package	\$80
6 Lesson Package	\$150

*Swimming lessons are non-refundable.*

**Locker Rentals – Annual**

\$50

**Aquatic Therapy**

*\*Requires agreement.*

\$75 per 15 minutes

**Facility Rental**

Private Facility Rental	\$100/hr
High School Swim Team Practice Rental	\$100/each
High School Swim Meets	\$100/hr

Party Room Rental (baptisms, meetings, family reunions, etc.) (swimmers must pay daily admission or use pass)	\$60
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**Birthday Party Packages**

Cost includes 20 guest admissions (\$5/additional guest), full access to party room including: tables, chairs, refrigerator and more, t-shirt for the Birthday Child, and additional staff.

**Non-Private Party: Normal Operating Hours**

Saturday 12pm (Set Up), 1pm-4pm Party	
Passholder	\$110
Non-Passholder	\$135

**Private Party: Outside Normal Operating Hours**

Friday: 4pm (Set Up) 5pm-8pm Party	
Saturday: 4pm (Set Up) 5pm-8pm Party	
Sunday 12pm (Set Up) 1pm-4pm Party	
Passholder	\$135
Non-Passholder	\$160

**Concessionaire/Vending**

Daily Fee	\$20
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**Lifeguard Class**

Full Class (5 student minimum)

Employee

\$70

Non-Employee

Actual program cost plus administrative fees

Review Class – includes CPR review (5 student minimum)

Employee

\$40

Non-Employee

Actual program cost plus administrative fees

**CPR Class**

Full Class (5 student minimum)

Employee

\$30

Non-Employee

Actual program cost plus administrative fees

Review Class (5 student minimum)

Employee

\$15

Non-Employee

Actual program cost plus administrative fees

**Class Materials**

Actual cost of materials

## PAWNEE PLUNGE WATER PARK

### Daily Admission

*(Includes both open sessions: 12 Noon – 5 p.m. and 6:30 p.m.-8:30 p.m.)*

3 yrs. & Under	Free
4 yrs. & Up	\$10
5 Person Group	\$40
10 Person Group	\$70

Non-Swimmer \$ 3

*(not swimming, not dressed to swim, and not the guardian of a 6 & under swimmer)*

Evenings only session (6:30 p.m. – 8:30 p.m. Monday through Thursday) \$5

### Fitness

Passholder	No charge
Non-passholder	\$5

### Flow Rider Bracelet

\$3

*(In addition to daily/season/combo pass)*

### Season Pass

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Group Pass (Maximum of 6)	\$600

### Combo Pass (Aquatic Center & Pawnee Plunge)

*(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)*

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

### Admission Punch Cards

50 Punches	\$200
25 Punches	\$125

## Facility Rental

Public Hours are 12:00 p.m. – 8:00 p.m.

Exclusive Use – Before or After Public Hours \$500/hr  
(Includes 1 supervisor, 1 office personnel, 14 lifeguards, 4 slides)

*Reservation required with deposit of \$500. Deposit will be applied toward total rate. Cancellations must be received twenty-four hours in advance or deposit will not be refunded.*

Flow Rider exclusive use – Before or After Public Hours \$75/hr  
(Includes 1 supervisor, 1 office personnel, 1 lifeguard)

Lap Pool exclusive use – Before or After Public Hours \$150/hr  
(Includes 1 supervisor, 1 office personnel, 3 lifeguards)

Party Room \$60  
Monday – Thursday, 12:30 p.m. – 4 p.m.  
Friday – Sunday, 12 p.m. – 3:30 p.m. or 3:30 p.m. – 7 p.m.

## **CEMETERY**

Cost of Space	\$700
Grave Opening	\$600
Cost of Space (infant)	\$300
Grave Opening (infant)	\$200
Cost of Space (cremation)	\$400
Grave Opening (cremation)	\$300
Grave Opening (cremation vault)	\$350
Certificate of Ownership Transfer	\$50
Stone Setting	\$50
Saturday Funeral (extra charge)	\$300
Winter Funerals	\$75
(December through February, extra charge)	
Disinterment (burial)	\$1,000
Disinterment (cremation)	\$500
Disinterment (infant)	\$500

If traditional spaces are sold back to the City of Columbus the city will purchase for \$200 per space.

If cremation spaces are sold back to the City of Columbus the city will purchase for \$100 per space.

If infant spaces are sold back to the City of Columbus the city will purchase for \$50 per space.

## **COLUMBUS AREA TRANSIT**

**Boarding Rates:** The boarding rates are determined through review of available funding from the Nebraska Department of Roads, United Way, and City of Columbus Budget. Punch tickets are available at Columbus Area Transit office.

### **Boarding Punch Cards for Eligible Riders**

<b>Punch Card</b>	<b>Fee</b>
5 punch	\$10
10 punch	\$20
20 punch	\$40

## **SENIOR CENTER**

**Facility Rental:** \$25 per hour

### **Meals:**

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

*Eligible Diner – 60 and older*

*Ineligible Diner – 59 and under*

### **Congregate Meal**

Eligible Diner	\$6 per meal
Ineligible Diner	\$10 per meal

### **Take Out Meal:**

Eligible Diner	\$7 per meal
Ineligible Diner	\$10 per meal

### **Home Delivered Meal:**

Eligible Diner Only	\$7 per meal
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## **COMMUNITY DEVELOPMENT – BUILDING PERMITS**

Building Permit Fees (shall be paid prior to issuance of building permit)

<b>Total Valuation</b>		<b>Fees</b>
\$ 1	to 2,000	\$27.50
2,001	to 25,000	\$27.50 for first \$2,000 plus \$5.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
25,001	to 50,000	\$154 for first \$25,000 plus \$4.40 for each additional \$1,000 or fraction thereof up to and including \$50,000.
50,001	to 100,000	\$264 for first \$50,000 plus \$3.85 for each additional \$1,000 or fraction thereof up to and including \$100,000.
100,001	to 500,000	\$456.50 for first \$100,000 plus \$2.20 for each additional \$1,000 or fraction thereof up to and including \$500,000.
500,001	and up	\$1,336.50 for first \$500,000 plus \$1.65 for each additional \$1,000 or fraction thereof.
General Contractor Registration		No Fee/Certificate of Insurance \$1,000,000 aggregate
Administrative Fee for Online Applications		\$2
Plan review fee equal to 10 percent of building permit for review under the International Residential Code.		
Plan review fee equal to 25 percent of building permit for review under the International Building Code.		
Fence Permit		\$30
Demolition Permit		\$30
Sign Permit:	0-99 sq. ft.	\$35
	100-199 sq. ft.	\$65
	200-300 sq. ft.	\$120
Mobile Home Set Down Permit		\$100

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official. The Chief Building & Code Official may waive the requirement for a building permit when structure is temporary in nature or less than one hundred twenty (120) square feet in floor area and has no foundation. There shall be no permit required for re-roofing or re-siding an existing structure.

**COMMUNITY DEVELOPMENT – BUILDING MOVING PERMITS & LICENSES**

Building Moving Permit	\$100 minimum or 4¢ per square foot of floor area, whichever is greater.
Signs (building moving)	\$17 plus tax
Building Moving Permit *after building is already moved	\$150
Building Moving Annual License Fee	\$60
Insurance requirements	\$1,000,000 aggregate

Public Liability Insurance is required naming the City of Columbus, Nebraska as additional insured which fully protects the City or anyone else for damages sustained to a person(s) or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and save the City harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage in connection with, or related to, or growing out of any building move.

## **COMMUNITY DEVELOPMENT – PLUMBING LICENSES & PERMITS**

### **Plumbing Licenses and Registration Fees:**

Master Plumber:

Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Non-Resident \$60 per year + Certificate of insurance  
\$1,000,000 aggregate

Journeyman Plumber:

Resident & Non-Resident \$30 per year

Apprentice Plumber:

Resident & Non-Resident \$20 per year

Do Your Own Plumbing Registration \$30

Water Conditioning Contractor \$30 per year + Certificate of  
insurance \$1,000,000 aggregate

Water Conditioning Installer \$30

### **Plumbing Permit Fees** (shall be paid prior to issuance of plumbing permit):

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official.

Plumbing New Residential:

One Bathroom \$80

Each Additional Bathroom \$15

Each Additional 1/2 Bathroom \$13

Plumbing New Commercial \$75 plus \$5 for each fixture or trap opening

Existing Plumbing Remodel & Extensions \$15 plus \$5 for each fixture or trap opening

Sewer & Water Inspections not covered under  
new residential or commercial permits \$25

Sprinkler System \$20

Backflow Protective Devices:	\$15 plus \$8 each for 2" and smaller \$15 plus \$13 each over 2"
Mobile Home Park Sewer	\$15 plus \$10 per space

**GAS PIPING**

Up to five outlets	\$30
Over five outlets	\$30 plus \$5 for each outlet over five

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT, REZONING,  
SPECIAL USE PERMIT**

**Application Fees:**

*All application fees include initial cost of publications and signs. If additional publications and/or signs are required, additional fees will be assessed.*

Board of Adjustment \$200

Rezoning/Special Use Permit/  
Planned Unit Development (PUD) \$500

**Other Fees:**

Administrative Fee \$15

Comprehensive Plan \$35 plus tax

Columbus Land Development Ordinance \$30 plus tax

Publications Actual cost of publication

Signs (rezoning, special use permit,  
Board of Adjustment) \$17 plus tax

Zoning Verification Reports \$30 plus tax

**COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES**

**Application Fee:**

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000 (non-refundable)
Special Use Permit – New Facility	\$3,000

**COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

**Application Fee:**

Modify, Replace, and Install New Ground Mounted Facility or Pole	\$250 per facility and pole
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**Co-location on Authority Pole:**

Application Fee	\$500 minimum for up to 5 facilities, \$100 for each additional facility on same application (maximum of 10)
Annual Usage Rate	\$20 per pole
Right-of-Way Use Rate	\$250 annually per small wireless facility

## **ECONOMIC DEVELOPMENT**

### **PACE (Property Assessed Clean Energy) Program:**

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond

## **ENGINEERING**

### **Application Fees:**

*All application fees include initial cost of publications. If additional publications are required, additional fees will be assessed.*

Vacation of street, alley, or easement	\$300
Preliminary Plat	\$325 plus \$20 per lot review fee
Final Plat	\$325 plus \$15 per lot review fee
Administrative or Minor Plat	\$325

### **Permit to Occupy Right-Of-Way Application Fees:**

Temporarily Occupy	\$10 per day
Permanently Occupy	\$250 per facility
Right-of-Way Use Rate (not applicable to right-of-way users With a current franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure

### **Other Fees:**

Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$75 minimum - \$125 if purchased from Engineering Dept. \$30 if purchased from Quest CDN
RFQ, RFP, Design-Build Letter of Interest	\$20 from <a href="http://www.questCDN.com">www.questCDN.com</a>
Publications	Actual cost of publication.
36" x 48" Print (Map)	\$10 per sheet plus tax
24" x 36" Print (Map)	\$8 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$5 per sheet plus tax

CD and mailing charge	\$25
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$25 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

## **FIRE**

### **Rescue Service Fees**

Definitions:

Tiered Response – Mutual aid to another department or district which does not have the type, volume, or level of service available to meet the needs of the incident or the patient(s). Mutual aid may be initiated by radio call or by standing agreement for automatic mutual aid/dual response per written agreement. In this situation, Columbus Fire Department (CFD) provides care, transportation, and medical supplies.

ALS Intercept – Aid to another licensed ambulance service in the State of Nebraska who has transport capability but needs ALS, and only has BLS care available. In this situation, our ALS personnel board their ambulance with necessary equipment and supplies and the transport continues. For billing purposes this is treated the same as an ALS treat & release. The ALS Intercept billing rate also applies to situations where CFD personnel arrive and treat but a third service, such as a helicopter, transports the patient.

- (a) \$725 Emergency Basic Life Support transport service call.
- (b) \$125 Basic Life Support treat and release (non-transport)
- (c) \$150 Lift Assist/Fall for private residences (non-transport).
- (d) \$350 Lift Assist/Fall for Assisted Living/Nursing Home Facilities/Midwest Medical Transport (non-transport).
- (e) \$1,056 Emergency Advanced Life Support Level One transport service call.
- (f) \$1,531 Emergency Advanced Life Support Level Two transport service call.  
Same applies for Tiered Response (patient is transported in city ambulance)
- (g) \$493 Advanced Life Support treat and release or assist service call (non-transport).
- (h) \$493 Paramedic Intercept service call.  
(other service transports patient with city medic on board)
- (i) \$19 per loaded patient mile.
- (j) Additional family members when treated at the same site and transported shall be charged the same fees as Basic Life Support or Advanced Life Support Level One or Two, whichever is appropriate.
- (k) \$0 Dry run (no patient found or care not required).

These are global fees which cover cost of supplies, labor and medicines.

<b>Reports:</b> NARSIS	\$20 (includes tax)
Fire	\$20 (includes tax)

<b>Other:</b> SCBA Bottle	\$7 (includes tax)
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**Ambulance/Fire Apparatus Standby Personnel Fees**

(a) Standby for service	\$75/unit/person/hour
(b) Ambulance	\$100/hour
(c) Fire Engine w/Jaws	\$100/hour
(d) Brush truck	\$50/hour
(e) Ladder truck	\$1,000/hour
(f) Install flag pole ropes or cables	\$500 each

**HazMat Response**

**Services:**

(a) HazMat Technician (certified)	\$34.50/person/hour
(b) HazMat Support (Operations level or higher)	\$20/person/hour
(c) HazMat 2 (Kenworth) & HazMat Trailer (48 ft)	\$160/hour
(d) HazMat 2 (Kenworth) with no trailer	\$80/hour
(e) HazMat 1 (F350) & Decon Trailer	\$122/hour
(f) HazMat 1 (F350) with no trailer	\$61/hour
(g) Suburban & support trailer (incl. 6x6)	\$100/hour
(h) Suburban with no trailer	\$50/hour
(i) Fire Engine (in support of hazmat response)	\$200/hour

**Stipend:**

(a) HazMat Technician (certified)	\$26.50/hour
(b) HazMat Support (Operations level or higher)	\$15.45/hour

**Fireworks Application Fees**

All fees are non-refundable.

**Applications received by 5 p.m. on June 10th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Applications received June 11th through June 18th – Double the application fee.

Applications received June 19th through June 25th – Triple the application fee.

**Applications received by 5 p.m. on December 19th**

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Insurance Requirements:

Certificate of Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

## **GENERAL ADMINISTRATION**

Application for Franchise	\$500
<b>Copies and Scanned Documents:</b>	
Black & White (Letter & Legal)	\$ .25 per copied page (incl. tax)
Colored (Letter & Legal)	\$ .60 per copied page (incl. tax)
Black & White (11" x 17")	\$ .50 per copied page (incl. tax)
Colored (11" x 17")	\$ .75 per copied page (incl. tax)
<b>Credit Card Convenience Fee:</b>	
Charges under \$300	\$2
\$300 - \$700	\$10
\$701 - \$1,000	\$15
\$1,001 and above	Prorated
Documents prepared by City Attorney (i.e., waivers, easements, etc.)	Actual cost
Insufficient Funds	\$25 per occurrence
Administrative Fee	\$15
Reproduction of Recordings	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours) and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fee(s) that are allowed under State Statute
<b>Liquor Licenses:</b>	
Entertainment District	\$300
Publication Fee	\$15
Special Designated Liquor License	\$40 per day
<b>Miscellaneous Licenses/Permits:</b>	
Junk Shop	\$25 annually
Pawnbroker	\$50 annually plus \$5,000 bond
Itinerant Carnival, Show Troupe	
Itinerant or Commercial Entertainment	\$25 per day or \$100 per week
Tobacco – Retail (Fee set by State Statute)	\$15 annually plus Administrative Fee
Tobacco – Wholesale (Fee set by State Statute)	\$100 annually plus Administrative Fee
Occupation of Street (temporary storage on City property)	Certificate of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

## **GOLF COURSE**

*Fees are set by golf professional and are subject to change.*

*All fees include sales tax.*

*All passes are valid at both Quail Run and Van Berg Golf Courses.*

*Passes not valid for corporate/company/state, booster outings, or tournaments.*

### **Season Pass**

Junior 7-day	\$250
Young Adult 7-day	\$550
Single 7-day	\$995
Family 7-day	\$1,400
Senior 7-day	\$895
Super Senior 7-day	\$795
Additional Spouse Pass	\$375

Installment Plan - Single Pass	\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st
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Installment Plan - Family Pass	\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st
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### **Annual Cart Pass**

Individual	\$700
Spouse of Individual Cart Pass Holder	\$350
Senior/Super Senior	\$560
Spouse of Senior/Super Senior Cart Pass Holder	\$280

*Age is determined by age at time of purchase.*

*Junior – 18 and Under*

*Young Adult – 19-23*

*Adult – 24-59*

*Senior – 60-69*

*Super Senior – 70 and Over*

## **QUAIL RUN**

### **Daily Green Fees**

Weekday 9-hole	\$19
Weekday 18-hole	\$29
Weekend/Holiday 9-hole	\$26
Weekend/Holiday 18-hole	\$38
Junior/Senior/Super Senior Weekday 9-hole	\$15
Junior/Senior/Super Senior Weekday 18-hole	\$22
Twilight (two hours before sunset any day)	\$14

### **Winter Rates (December 1 – March 31)**

9-holes	\$15
9-holes w/cart	\$20
18-holes	\$22
18-holes w/cart	\$29

### **Punch Cards (Individual or Corporate)**

20 Punch 9-hole	\$375
20 Punch Senior/Super Senior 9-hole	\$299
20 Punch 18-hole	\$580
20 Punch Senior/Super Senior 18-hole	\$440

**High School Teams - with range (Monday – Friday)** \$2,200

### **Cart Fees**

9-hole	\$12
18-hole	\$18
Senior/Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

### **Reel Sharpening** (fee set by Public Property Director)

Reel and Bedknife Grinding \$50/unit  
If parts and/or additional labor are required, additional fees will be assessed.

## **VAN BERG**

### **Daily Green Fees**

Weekday	\$14
Weekend/Holiday	\$17
Junior/Senior/Super Senior Weekday	\$12
Twilight (two hours before sunset any day)	\$11
Additional 9 holes – All players	\$7

Youth golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult

### **Cart Fees**

9-hole	\$12
18-hole	\$18
Senior Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

### **Punch Cards (Individual or Corporate)**

20 Punch	\$295
20 Punch Senior/Super Senior	\$250

**Lockbox** (if used) - \$10 for all day

### **Foot Golf Daily Green Fees**

9 holes	\$10
18 holes	\$15

Youth (15 and under) 9 holes	\$7
Youth (15 and under) 18 holes	\$12

Ball rental	\$3
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### **Golf Simulator Fees (March 15 - October 14)**

Monday-Friday	\$22/hr
Weekday Special (7 am – 3 pm)	\$15/hr
Saturday, Sunday, Holidays	\$32/hr
Weekend Early Bird Special (7 am – 10 am)	\$20/hr

**Golf Simulator Fees (October 15 - March 14)**

Monday-Friday	\$35/hr
Weekday Special (7 am – 10 am)	\$20/hr
Saturday, Sunday, Holidays	\$42/hr
Weekend Early Bird Special (7 am – 10 am)	\$25/hr

## **LIBRARY**

Established by Library Board

### **Fines & Replacement Costs:**

\$0.50 per day for each overdue special collection item, including but not limited to, electronic device, game, puzzle, or equipment.

\$25 for any electronic device returned in book drop.

\$50 for overdue "By Reservation Only" projector.

Fee for Damaged/Lost/Unreturned Materials: Up to retail replacement cost of items. Patrons must pay the assessed cost of items. The library will not accept replacement items from patrons in lieu of payment for damaged, lost, or unreturned materials. Materials are deemed unreturned after three months.

### **Service Fees:**

\$1 for replacement of previously issued library or digital library card.

\$40 annually (\$25 for six months) for library privileges for residents outside of Columbus who are not eligible for a free card (per the library card policy).

\$5 for each test proctored (faxing fees and postage may apply).

\$1 per page for outgoing faxes (\$5 maximum up to 25 pages, \$1 per each additional page).

\$0.25 per black & white print made on standard printer/copier.

\$0.50 per color print made on standard printer/copier.

### **Makerspace fees:**

Consumable materials used in the Makerspace are charged to users at cost plus sales tax. Prices are posted in the Makerspace.

### **Interlibrary Loan (ILL):**

Unusual or international postage fees charged by the lending library will be charged after consultation with patron.

\$3 postage recovery fee will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

## **PARKS AND RECREATION**

*All fees are non-refundable.*

### **Athletic Field Rentals:**

Recreation Leagues	\$15/Field/Day Youth \$35/Field/Day Adult
Organized Leagues (Clubs)	\$55/Field/Day Youth/Adult
Tournaments	\$55/Field/Day Youth/Adult
Recreation Practice	No Charge Youth/Adult BUT must be scheduled through Parks and Rec or not permitted
All outside Columbus community games	\$155

*Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land in the track and football field area.*

### **Bleachers:**

Bleacher rental (five-row only)	
For special events held in a city park	\$93/bleacher/event

*Contingent upon availability. City will deliver and pick up.*

### **Clinics:**

Non-Profit organization (sponsor is a local organization)	\$60 (includes refuse disposal)
Private organization (profits to be used for individual benefit.)	\$215/day (no lights) \$240/day (with lights)

### **Commercial Nature:**

For anything of a commercial nature in any park where electricity is used, a fee will be assessed based on usage.  
If additional cleanup is required, an additional \$50 fee will be assessed.

Cleanup for Columbus Days event in Frankfort Square	\$190/day
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<b>Concessionaire:</b>	\$20/day \$35/month
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*\*\*Special Event Packet must be processed and approved for those wishing to sell goods and services on park properties.*

**Concession Stand Rentals:**

Armory, Gerrard, Centennial, Pawnee Park Baseball, Bradshaw, and Wilderness

Non-profit organization \$130/season, plus cleanup

Private organization \$295/season, plus cleanup

**Disc Golf:**

Tournaments \$35/tournament

League Play \$35/each

*\*Once per week/12 consecutive week maximum*

**Football: (Pawnee and Bradshaw Parks)**

Scotus & Columbus High Schools \$800/varsity game

JV, Junior High, Freshman, Middle School  
and Soap Scrimmages (with lights) \$400/game

JV, Junior High, Freshman, and Middle School (no lights) \$200/game

All non-local teams \$1,000/game

**Soccer (Pawnee Park Memorial Stadium):**

Games with lights \$400/game

Games without lights \$200/game

**Horseshoes:**

Electricity \$100/season

Tournaments \$65/tournament

**Softball:**

High School/College \$70 for refuse disposal  
plus 35% of actual electricity usage for each season

**Tennis/Pickleball:**

High School	\$500/school year
Pawnee Park	\$26/court/day \$35 for 6 courts, 2 hours/day \$100 for 6 courts/day
Gerrard Park	\$26/court/day
Tennis Association Electricity Fee	\$275/season

**Track:**

Practice per season, per school (Columbus and Scotus High Schools, Columbus Middle School & Scotus Jr. High)	\$335
Invites and Relays	\$195/meet
Dual/Triangular Meets	\$70/meet
Districts or Conference (Columbus Schools)	\$270/meet
Districts or Conference (not involving Columbus Schools)	\$395/meet
Electronic Timing System	\$210/meet
Special Olympics	\$50

*No track practice can be held when a scheduled track meet is in progress. Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land anywhere in the track and football field areas.*

*Cost for items such as hurdles, jumping standards, jumping pits, and pole vault boxes will be split between the City, Columbus High School, and Scotus High School.*

**PROGRAMS:**

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

*Program fees are non-refundable.*

**Shelter Reservations:**

Glur Park Shelter	\$50/day
Pawnee Park West Shelter	\$\$125/day
Pawnee Park East Shelter	\$50/day

*Payable at time reservation is made. Non-refundable.*

<b>Bark Park Reservation</b>	<b>\$35/day</b>
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**Frankfort Square Reservations:**

\$35/event

\$100/event with profit capability

**Stadium Reservations:**

\$150 plus cleanup per event where no admission is charged or concession used. Park crew wages will be added to the \$150 fee for cleanup.

\$225/event where admission is charged.

\$300/event where concessions are sold.

\$525/event where admission is charged and concession are sold.

\$50/hour for video board usage

Marching Band Festival	\$800
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<b>Wedding Reservation</b>	<b>\$35</b>
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*Condition of area for wedding is "as is".*

<b>All events requiring extra cleanup (garbage receptacles emptied only)</b>	<b>\$70/day</b>
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## **POLICE**

### **Impounded Vehicle:**

Outside Storage	\$10 per day
Inside Storage	\$20 per day
Towing	Per agreement w/towing companies
Administrative Fee	\$30

### **Miscellaneous:**

Reports (pick up in person)	\$5 First Page - \$1 Add'l Page
Faxes	\$5 First Page - \$1 Add'l Page
Criminal History Fee	\$10
CD containing audio/video/photo reproduction	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fees that are allowed under State Statute
Fingerprints	\$5 per card
Bike License	\$5
ATV/UTV/Golf Car Permit	
Fiscal Year 2022-2023	\$20
Fiscal Year 2023-2024	\$30
Fiscal Year 2024-2025	\$40
Fiscal Year 2025-2026	\$50
Gun Permit	\$5
Vendor/Solicitor Permit	\$15 per day or \$30 per month
Parking	\$15 - \$500

### **False Alarm:**

One – Four	No Charge
Five – Seven	\$25 each
Eight – Ten	\$50 each
Eleven – Subsequent	\$100 each

### **Fire False Alarm:**

First False Alarm	No Charge
Any subsequent within 6 months	\$100

### **Registration:**

Vacant Building	\$5
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**Parking Violations:**

*The fines for parking violations, if paid within five (5) days are as follows:*

Handicapped (Disabled) Parking, 1 <sup>st</sup> Offense:	\$150
Handicapped (Disabled) Parking, 2 <sup>nd</sup> Offense:	\$300 within one-year period
Handicapped (Disabled) Parking, 3 <sup>rd</sup> Offense:	\$500 within one-year period
Restricted Parking Lot, 1 <sup>st</sup> Offense:	\$15
Restricted Parking Lot, 2 <sup>nd</sup> Offense:	\$25
Restricted Parking Lot, 3 <sup>rd</sup> Offense:	\$100
Parking Near Fire Hydrant	\$25
Parking in Fire Lane	\$25
Parking Near Street Intersection	\$15
Parking Within Sidewalk Space	\$15
Parking Near Traffic Control Device	\$15
Semi-Truck/Trailer and Commercial Vehicle Violation	\$15
Angle Parking	\$15
Parking of Oversize Vehicles, Trailer, Mobile Home, Camping Trailer, or Bus in Residential Districts	\$15
School Buses Stopped	\$15
Parking Prohibited on Certain Streets	\$15
Parking Upon Roadways or City Parking Lots for certain purposes prohibited	\$15
Abandoned Vehicle	\$15
Obstructing Driveways or Roads	\$15
Painting Curbs, Prohibited	\$15
Parking In Alleys	\$15
Impeding or Obstructing Traffic	\$15
Standing in Loading Zone	\$15
Large Vehicles Parked	\$15
Parking for the purpose of selling merchandise	\$15
Parallel Parking	\$15
Streets Without Curb	\$15
Parking Time Limits	\$15
Stopping, Standing, or Parking in places which would cause hazardous conditions or traffic congestion	\$15
Parking with left side to curb prohibited	\$15
Unattended Motor Vehicles	\$15

The fines for all parking violations will double if not paid within five (5) days from the date the citation was issued.

The storage fee for vehicle impound lot will begin the day vehicle is placed into impound and end the day vehicle is removed from impound.

## **POLICE - ANIMAL CONTROL**

### **Licensing:**

Exotic Animal	\$20 plus administrative and actual publication costs
Dog and Cat (January-December Intact)	\$25
Dog and Cat (January-December Altered)	\$13
Replacement Tag	\$3
Lifetime Dog and Cat License: <i>Non-transferable and Non-refundable</i>	
6 months to 5 years old	\$100
over 5 years old	\$50

### **Impound Fees:**

First Offense	\$15
Second Offense	\$25
Third Offense and each thereafter	\$40
Daily Charge for Animal in Custody	\$10

Unclaimed livestock found stray that are not able to be housed at the shelter will be charged same rates assessed by outside agency (i.e., sale barn, vet clinic or other organization contracted for this service.)

### **Animal under investigation at shelter for either a bite, vicious, or dangerous investigation case**

\$25 per day

Upon the owner of any animal claiming their pet, the owner shall be responsible for all medical costs incurred by the City of Columbus while in the custody of the City of Columbus.

### **City Live Animal Trap Program:**

Refundable Deposit	\$50
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**Commercial Animal Establishment:** \$100 annually

**Hobby Beekeeper Application (non-refundable)** \$20

**Dangerous Dog Appeal (non-refundable)** \$100

The Erna Badstieber Paws and Claws Adoption Center may request an appeal hearing without the appeal fee.

## **POLICE – CODE ENFORCEMENT**

### **Nuisances:**

Abatement of Nuisance/Rubbish	\$100 per hour (minimum \$100) plus postage, dumping fees, equipment fees, legal fees, and \$50 administrative fee
Weed Abatement	\$85 per hour (minimum of \$85) plus postage dumping fees, equipment fees, legal fees, and \$50 administrative fee
Removal of Snow & Ice	\$85 per hour (minimum of \$85) plus postage, equipment fees, legal fees, and \$50 administrative fee
Towing	per agreement w/towing company plus postage, legal fees, storage fees, and \$50 administrative fee
Storage fees:	
Outside storage	\$10 per day
Inside storage	\$20 per day
Equipment Fee	\$15

## **PUBLIC WORKS - STREET**

### **Equipment Charges (for equipment only):**

<b>Equipment</b>	<b>Per Hour Cost + labor</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Boom Truck/Sign Truck	\$100	\$200
Chipper	\$50	\$100
Compressor	\$50	\$100
Concrete Saw	\$8 per foot	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Grader	\$150	\$300
Loader	\$100	\$200
Pickup	\$30	\$60
Sweeper	\$75	\$150
Tractor	\$50	\$100
VAC Trailer	\$125	\$175
Mower	\$125	\$150

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Sidewalk Replacement \$300 for 25 sq. ft.(min.) \$10/sq. ft. for each add'l sq. ft.

Street Replacement \$400 for 25 sq. ft (min.) \$13/sq. ft. for each add'l sq. ft.  
Only concrete (6" typical)

Street Replacement w/  
Asphalt Overlay \$350 for 25 sq. ft. (min.) \$12/sq. ft. for each add'l sq. ft.

Street Replacement w/  
Only Asphalt (6" typical) \$300 for 12 sq. ft. (min.) \$11/sq. ft. for each add'l sq. ft.

Removal of Right of Way Tree:  
With Tree Replacement \$15  
Without Tree Replacement \$75

Tree Service Registration \$15 annually plus \$500,000/\$1,000,000 liability insurance coverage

Pruning of Branches on Right of Way or Park Trees for Purpose of Moving a Building must be done by contractor.

Utility Cuts \$15 per lineal foot \$200 minimum

Excavation Permit:

	FEE (per sq. ft.)
Concrete less than 4" depth	\$10
Concrete 4" – 6" depth	\$10
Concrete over 6" depth	\$10
Asphalt less than 4" depth	\$10
Asphalt 4" – 6" depth	\$10
Asphalt over 6" depth	\$10
Gravel	\$10
Fill Material	\$10

Should area not be restored by applicant, City will restore and charge the cost of restoration.

## **PUBLIC WORKS - TRANSFER STATION**

**Garbage Hauler Licensing Fees & Requirements:** \$150 annual fee + bond in an amount equal to 1/4 of the total transfer station charges incurred by the licensed hauler during the preceding calendar year. Those haulers not in business for one full year will post a bond of \$5,000.

**Overweight Permit:** \$100 per vehicle

**City Fees:** The following quantities and fees shall apply to the weight of all municipal solid waste, refuse, and materials deposited or unloaded at the Solid Waste Transfer Station:

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Solid Waste Availability Fee (billed on water/sewer utility bills and collected as such):		
Residential	\$2 per month	
Commercial	\$6 per month	
Industrial	\$10 per month	
 Municipal Solid Waste Tipping Fee deposited or unloaded other than by a licensed garbage hauler: (An additional trailer shall be considered an additional vehicle.)	 \$69 per ton	 \$15 per vehicle (up to 320 lbs)
 Community Cleanup Rate:	 \$10 minimum (up to 2 days, twice a year)	
 Municipal Solid Waste Tipping Fee deposited or unloaded by a licensed garbage hauler: + Occupation Tax	 \$42 per ton \$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded other than by a licensed garbage hauler: (An additional trailer shall be considered an additional vehicle.)	 \$69 per ton	 \$3.50 per vehicle (up to 100 lbs)
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded by a licensed garbage hauler: + Occupation Tax	 \$42 per ton \$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		

<b>Category</b>	<b>Fee</b>	<b>Minimum</b>
Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (other than by a licensed garbage hauler): (An additional trailer shall be considered an additional vehicle.)	\$69 per ton	\$2.50 per vehicle (up to 80 lbs)

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (by a licensed garbage hauler):	\$42 per ton
+ Occupation Tax.	\$27 per ton

*\* Occupation Tax is covered in Columbus City Code – Section 111.03*

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds weighing less than 20 lbs:	No Charge
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Any material deposited or unloaded which causes any damages or plugging up of the Transfer Station push pits:	Actual cost of incurred expense	\$75 per occurrence
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<b>Equipment:</b>	<b>Per hour cost</b>	<b>Minimum</b>
Dump Truck	\$50	\$100
Loader	\$100	\$200
Pickup	\$30	\$60

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge)

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

**Inoperative Scales:** If the scale is inoperative for any reason, the charge to licensed collectors and others with charge accounts shall be the average charge per load for the previous full month or the operator may require customers to acquire a weight slip from a commercial scale.

**Right of Refusal:** Should any illegal or questionable material be brought to the transfer station to be deposited or unloaded, the transfer station reserves the right of refusal of the material.

## PUBLIC WORKS - WATER/SEWER UTILITIES

### Water Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
Residential	Inside City Limits	\$1.47	\$1.61	\$1.77	\$1.93	\$2.12
Residential	Outside City Limits	\$2.93	\$3.21	\$3.52	\$3.85	\$4.22
Commercial	Inside City Limits	\$1.32	\$1.45	\$1.59	\$1.74	\$1.90
Commercial	Outside City Limits	\$2.88	\$3.15	\$3.45	\$3.78	\$4.14
Industrial	Inside City Limits	\$1.30	\$1.42	\$1.56	\$1.71	\$1.87
Industrial	Outside City Limits	\$2.70	\$2.96	\$3.24	\$3.55	\$3.89

### Monthly Service Charges: 9.5% per year

Meter Size					
¾"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1-½"	\$22.29	\$24.41	\$26.72	\$29.26	\$32.04
2"	\$37.15	\$40.68	\$44.54	\$48.77	\$53.40
3"	\$74.29	\$81.35	\$89.08	\$97.54	\$106.81
4"	\$111.44	\$122.03	\$133.62	\$146.31	\$160.21
6"	\$222.88	\$244.05	\$267.24	\$292.62	\$320.42
8"	\$371.46	\$406.75	\$445.40	\$487.71	\$534.04
10"	\$557.20	\$610.13	\$668.09	\$731.56	\$801.06
12"	\$1,040.10	\$1,138.91	\$1,247.11	\$1,365.58	\$1,495.31

**Special Water:** For water connections that have never been assessed or charged for water service.

Special Connection Charge for Lots 66' or less  
 - Outside City Limits \$2,508.00  
 \$110.00 additional

Special Connection Charge for Lots in excess of 66'  
 - Outside City Limits \$38.00 per front footage  
 \$110.00 additional

### Sewer Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
Residential	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Residential	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54
Commercial	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Commercial	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54
Industrial	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Industrial	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54

**Monthly Service Charges: 3% per year**

**Meter Size**

3/4"	\$9.69	\$9.98	\$10.28	\$10.59	\$10.91
1"	\$9.69	\$9.98	\$10.28	\$10.59	\$10.91
1-1/2"	\$29.08	\$29.95	\$30.85	\$31.77	\$32.72
2"	\$48.46	\$49.91	\$51.41	\$52.95	\$54.54
3"	\$96.92	\$99.83	\$102.82	\$105.90	\$109.08
4"	\$145.38	\$149.74	\$154.23	\$158.86	\$163.62
6"	\$290.75	\$299.48	\$308.46	\$317.71	\$327.24
8"	\$484.59	\$499.13	\$514.10	\$529.52	\$545.41
10"	\$726.88	\$748.69	\$771.15	\$794.28	\$818.11
12"	\$1,356.85	\$1,397.55	\$1,439.48	\$1,482.66	\$1,527.14

**Special Sewer:** For sewer connections that have never been assessed or charged for sanitary sewer service.

Special Connection Charge for Lots 66' or less \$1,650.00  
 - Outside City Limits \$110.00 additional

Special Connection Charge for Lots in excess of 66' \$25.00 per front footage  
 - Outside City Limits \$110.00 additional

Sewer Surcharge Rate: BOD \$0.234 per pound  
 TSS \$0.194 per pound  
 Grease \$0.388 per pound

Disposal of Septic Waste or Portable Waste at the WWTF \$0.05 per gallon

**Stormwater Management Program:**

Residential zoning (AG, RR, R-1, R-2, R-3, and RMH)

Tier No.	Parcel Max Impervious Surface Area (sq. ft.)	Rate
1	between 0.0 and 4,000	\$3.00
2	between 4,001 and 6,000	\$3.25
3	between 6,001 and 50,000	\$3.50
4	greater than 50,000	\$6.00

Commercial zoning (O, LC, UC, B-1, and B-2) and Industrial zoning (ML/C-1 and MH)

1	between 0 and 36,000	\$3.00
2	between 36,001 and 195,000	\$4.75
3	between 195,001 and 1,450,000	\$9.00
4	greater than 1,450,000	\$11.50

**Grease Management Program:**

Grease Trap interceptor and/or automatic grease removal device	
Annual permit	\$50 per unit
Annual inspection	\$35 per site
Late fee and/or non-permitted activity	\$100 per unit/per occurrence
Grease disposal	\$0.15 per gallon

**Nonresidential Strength Wastewater** shall be charged actual costs based on composition of the waste for treatment, handling, and disposal plus a 10% administrative charge.

**Water/Sewer Miscellaneous:**

Water Permit	\$50 each	
Sewer Permit	\$50 each	
Water – Turned On	\$25 per occurrence	Non-Payment & Convenience Call
	\$50	Non-Payment – After 5 pm of the day of request
	\$100	Convenience call - After 5 pm of the day of the request
Water – Shut Off	\$25 per occurrence	Non-Payment & Convenience Call
	\$100	Convenience call - After 5 pm of the day of the request
Insufficient Funds	\$25 per occurrence	
Filling Consumer Tanks	\$5 for first 1,000 gallons & \$3.75 for each add'l 1,000 gallons or portions thereof over 1,000 gallons.	
Rates for Building Under Construction	Regular charge-as though water was taken by regular customer service.	

<b>Equipment:</b>	<b>Per Hour Cost</b>	<b>Minimum</b>
Backhoe	\$100	\$200
Compressor	\$50	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Loader	\$100	\$200
Service Truck	\$45	\$90
Service Van	\$50	\$100
Pumps	\$50	\$100
Tapping Machine	\$150 per tap	
Fire Hydrant:		
Meter	\$100 deposit	
Flush Valve	\$100 deposit	\$30 monthly
Water Line Freeze Pack	\$100 per line	
Bulk Water Fill Station	\$5.50 per load or per each 1,000 gallons	

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2-hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Service:**

<b>Sewer Cleaning</b>	<b>Commercial</b>	<b>Residential</b>
Wash Down	\$75 per hr. - \$150 minimum	\$50 per hr. - \$100 minimum
Haul Water	\$75 per hr. plus current water rates	\$75 per hr. plus current water rates

**Video Inspection:** Rates are charged as per foot for contract Video Inspections or Service Locates. This rate is for video inspection only. If lines need to be cleaned, contractor will be charged as per fee schedule. If any other labor is involved, the contractor will be charged for additional labor.

<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

**Combination Pressure/Vacuum Cleaning Sewer Line:** Rates are charged as per foot for contract Vacuum/Cleaning Sewer Line Services. This rate is for pressure/vacuum cleaning only. If any other labor is involved, the contractor will be charged for additional labor.

<b>Line Size</b>	<b>Cost</b>	<b>Minimum</b>
6" Sewer Lines	\$ .75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 31, 2025  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Price increases for eligible meals at the Senior Center

**RECOMMENDATION:** Staff recommends the City Council approves price increases for eligible meals at the Senior Center.

**DISCUSSION:** Meals for eligible diners (patrons 60 and over) are a suggested price and are as follows along with the proposed increases:

Meal	Current	Change
Congregate	\$5.00	\$6.00
Take Out Meal	\$5.50	\$7.00
Home Delivered	\$6.00	\$7.00

The Senior Center Advisory Board has approved these increases at their March 20, 2025 meeting.

**FISCAL IMPACT:** Currently raw food costs have increased to over \$12.00 per meal. The Northeast Nebraska Area Agency on aging provides funding in the amount of \$2.60 per meal for congregate and take out and \$3.10 per meal for home delivered meals. The city provides any additional funding that is needed. NNeAAA has cut funding on some other programs that helped offset some food costs. We are proposing the new rates go into effect June 1, 2025.

**ALTERNATIVES:** Keep meal prices the same

**CONCURRENCE:** Patty Laska, Senior Center Manager

Approved By: *Douglas A Moore*  
Douglas Moore, Public Property Director

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

## SENIOR CENTER

**Facility Rental:** \$25 per hour

### Meals:

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

*Eligible Diner – 60 and older*

*Ineligible Diner – 59 and under*

### Congregate Meal

Eligible Diner

~~\$5~~ \$6 per meal

Ineligible Diner

\$10 per meal

### Take Out Meal:

Eligible Diner

~~\$5.50~~ \$7 per meal

Ineligible Diner

\$10 per meal

### Home Delivered Meal:

Eligible Diner Only

~~\$6~~ \$7 per meal

14.H.Resolution No. R25-55 approving addendum to Golf Professional Agreement with Douglas Dunbar to include management, maintenance, and manager compensation for golf simulator usage at Van Berg Golf Course.

DRAFT

**RESOLUTION NO. R25-55**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING ADDENDUM TO GOLF PROFESSIONAL AGREEMENT WITH DOUGLAS DUNBAR STARTING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2027, TO INCLUDE THE MANAGEMENT, MAINTENANCE, AND MANAGER COMPENSATION OF TWO GOLF SIMULATORS IN THE VAN BERG GOLF COURSE CLUBHOUSE; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY.

WHEREAS, an agreement with Douglas Dunbar for golf professional services starting January 1, 2023, and ending December 31, 2027, was entered into with the adoption of Resolution No. R23-06; and

WHEREAS, the parties wish to amend the agreement to include management, maintenance, and manager compensation of two golf simulators activated in 2025 in the Van Berg Golf Course clubhouse.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the addendum to the golf professional agreement with Douglas Dunbar starting January 1, 2023, and ending December 31, 2027, a copy of which is attached hereto and incorporated herein, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

The City of **Columbus**

**MEMORANDUM**

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**DATE:** March 31, 2025  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore. Public Property Director  
**SUBJECT:** Addendum to Golf Professional Agreement regarding revenues from Van Berg Golf Course simulators

**RECOMMENDATION:** Staff recommends that the addendum to the Golf Professional agreement be approved by the City Council.

**DISCUSSION:** The addendum provides that the gross sales (less sales tax) from the use of the golf simulators at Van Berg Golf Course be split 55% for the city; and 45% for the Golf Professional. It also states that the City will use best efforts to match any donations from the Columbus Golf Association or other entities or individuals that are dedicated to improvements of the Van Berg Learning Center/Youth Programming up to the maximum of the lesser of 4% of simulator revenues or \$5,000 annually. The city will be responsible for the maintenance costs of the simulators, the Golf Pro will be responsible for providing staff educated in the use of the simulators during business hours.

**FISCAL IMPACT:** This will provide additional revenue for both the city and the golf pro with the winter being the prime time for use thus increased revenues during the slowest times for both golf courses. The Golf professional contract ends on 12/31/2027. We will evaluate the agreement and the addendum at that time.

**ALTERNATIVES:** None

**CONCURRENCE:** Doug Dunbar, PGA Golf Professional

Approved By: *Douglas A Moore*  
Douglas Moore, Public Property Director

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

**ADDENDUM TO GOLF PROFESSIONAL AGREEMENT FOR JANUARY 1, 2023,  
THROUGH DECEMBER 31, 2027**

This Addendum is made with reference to the Golf Professional Agreement (the “Underlying Agreement”) by and between the undersigned parties, said Underlying Agreement being effective starting January 1, 2023, and ending December 31, 2027. Said Underlying Agreement is evidenced by the City of Columbus’ Resolution No. R23-06.

NOW, THEREFORE, the Parties agree that in consideration of the mutual benefits provided by the Underlying Agreement and this Addendum, the Underlying Agreement shall be and is hereby amended as follows:

1. This Addendum hereby amends Paragraph 2 “SERVICES” of the Underlying Agreement to read in its entirety as follows:

MANAGER is to be recognized as the Pro-Manager of Quail Run and Van Berg Municipal Golf Courses and shall make professional golf services and concession services available to the patrons of said golf courses at all reasonable times as determined by the CITY. Said services shall include, but not be limited to, the following:

- establishment of all fees
- sale of alcohol (beer, wine and spirits)
- public relations
- teaching
- coaching
- promotion of golf play
- leagues
- tournaments
- outings
- pull carts
- motorized carts
- sales of equipment from the pro shop
- operation of the driving range
- operation of concession facilities
- operation and management of two golf simulators in the Van Berg Golf Course Clubhouse (activated in 2025)

It is recognized that in providing the previously described services the MANAGER will spend a considerable amount of time in service on the courses for the benefit of the CITY and area golfers. Accordingly, CITY and MANAGER agree the MANAGER shall be granted paid rest and recuperation time as follows: at the conclusion of each golf season, MANAGER shall be permitted off-time each year beginning December 24<sup>th</sup> through the last Wednesday in January. MANAGER agrees and shall ensure that adequate, trained staff is available to operate the CITY

course(s) during such off-time should weather conditions allow play. MANAGER further agrees that he shall ensure that adequate, trained staff is available to operate and supervise the golf simulators at Van Berg at all times of the year, included those dates and times that he may have scheduled time off.

2. This Addendum hereby amends Paragraph 6 “SOFTWARE” of the Underlying Agreement to read in its entirety as follows:

The CITY shall provide and maintain software to serve the functions needed to operate the courses without cost, to the MANAGER, golf point of sales software to record all receipts. The CITY shall provide for training of the MANAGER and his personnel on the software program.

The CITY shall also provide and maintain software to serve the functions needed to operate the golf simulators in the Van Berg Clubhouses without cost to the MANAGER. The MANAGER shall provide all training for himself, his assistant(s), and his employees/personnel on the operations and software program(s) of said golf simulators.

3. This Addendum hereby amends Paragraph 8 “MONEY COLLECTION” of the Underlying Agreement to read in its entirety as follows:

MANAGER agrees to collect liquor sales, concessions, range fees, greens fees, pass and punch card fees and to issue tickets/tapes/cash register receipts for: green fees, motorized and pull cart fees, driving range, liquor and concessions, surcharges, and sales tax; to keep records of all such transactions; and to properly account for and remit to the CITY such documentation as described in Sections 18 and 19. MANAGER also agrees to collect fees relating to the use of golf simulators and to issue tickets/tapes/cash register receipts relating to the use of golf simulators.

4. This Addendum hereby amends Paragraph 14 “CITY EQUIPMENT” of the Underlying Agreement to read in its entirety as follows:

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

For purposes of this Section 14, the MANAGER shall exercise general supervision over and shall be responsible for the proper use and care of the golf simulators and related items owned by the CITY now located in the Van Berg Golf Course Clubhouse. Such property shall be used for the convenience of all public users of

the Van Berg Clubhouse. Maintenance and repairs relating to the golf simulators and related items, including hitting screens, flooring, computers and projectors, are the responsibility of the CITY, and the CITY shall also pay the annual subscription fee for each simulator commencing in 2026 (this fee is currently \$1,100 per simulator annually). If maintenance or repairs are necessary to any such CITY property, MANAGER must contact and include the Superintendent for purposes of maintenance and repair arrangements.

5. This Addendum hereby amends Paragraph 16 “MANAGER COMPENSATION” of the Underlying Agreement to read in its entirety as follows

Subject to Sections 30 and 31 below, MANAGER shall be entitled to the gross proceeds generated by operation of the Quail Run and Van Berg pro shops including golf-related merchandise (including equipment and repairs), driving range, golf lessons, concessions (as defined in Section 19), and signage/scorecard advertising, along with a total monthly payment of \$7,018, effective January 1, 2023. The monthly payment represents \$2,316.00 for the Van Berg Golf Course and \$4,702.00 for the Quail Run Golf Course. The monthly payment shall be increased each year based upon a cost-of-living factor; the cost-of-living adjustment shall be the same percentage paid to city employees as identified in the CITY Pay Plan and Budget. Each annual cost of living adjustment shall be made in January of each year provided the MANAGER has received a favorable performance appraisal for the preceding year, prepared by the City Administrator. The City Administrator will consider, among other issues, the ability of MANAGER to: deal with the public in a positive manner; to complete required reporting forms in an accurate and timely manner; to attract customers to the city courses; and, to operate the courses in a professional manner. The City Administrator may consult with the Public Property Director, Board of Park Commissioners and the Golf Course Superintendent in completing this performance appraisal. MANAGER will also receive the following percentages of gross sales, less sales tax:

DRIVING RANGE:	Manager.....100%	City.....0%
MOTORIZED CARTS:	Manager.....20%	City.....80%
PULL CARTS:	Manager.....15%	City.....85%
CONCESSIONS:	Manager.....100%	City.....0%
(as defined in Section 19)		
LIQUOR (as defined in Section 18)	Manager.....75%	City.....25% of net gross revenues
Green Fees:		
(Includes Punch Cards):	Manager.....12.5%	City.....87.5%
Passes:	Manager.....12.5%	City.....87.5%

MANAGER shall provide 50% of the total “net profit” that exceeds the current top 25% regional PGA compensation (\$83,500 currently) to the CITY. For purposes of this Agreement, “net profit” shall be defined as the MANAGER’S U.S. Federal

1040 Schedule C line 31 net profit or similar Corporation Income Tax return net profit measurement (it is understood that since 2006 MANAGER has used U.S. Federal 1040 Schedule C to report his management of Quail Run and Van Berg Golf Courses for income tax purposes). For illustration purposes, assuming MANAGER'S Schedule C line 31 net profit amounts to \$93,500 in a given calendar year in effect under this Agreement, the CITY would receive a 50% "success" reimbursement from Mr. Dunbar after completion of his Federal 1040 Schedule C for said calendar year amounting to \$5,000 ( $\$93,500 - \$88,500 = \$5,000$ ;  $\$5,000 \times 50\% = \$2,500$ ). Section 27 of this Agreement requires MANAGER to submit his Federal 1040 Schedule C as soon as possible following the close of each calendar year in effect under this Agreement.

MANAGER and CITY shall receive the following percentages of gross sales, less sales tax, relating to the use of golf simulators in the Van Berg Golf Course Clubhouse: Manager – 45%; City – 55%; **provided, however**, it is understood and agreed that the City will use best efforts to **match** any donations by the Columbus Golf Association or other entities or individuals that are dedicated to the improvement of the Van Berg Learning Center (including the Van Berg Youth Program), up to a maximum of the lesser of 4% of simulator revenue or \$5,000 annually; it is further understood and agreed that this "best efforts" clause would preserve the City's share at least at 51% and would enhance the possibility of improving the Van Berg Golf Course including the Youth Program over the remainder of Manager's contract that ends on 12/31/2027.

6. This Addendum shall be attached to and shall become a part of the Agreement.
7. The Addendum shall be effective as of the signature date of each Party.
8. All other terms, conditions, and provisions of the Underlying Agreement not otherwise amended or altered by this Addendum shall remain in full force and effect.

((remainder of page intentionally left blank))



14.I. Resolution No. R25-56 calling for a special election to be held on June 10, 2025, to seek voter approval on Proposition "A" to authorize the continuation of the imposition of a sales and use tax of 1% for the purposes of property tax relief, public safety, capital improvements, annual operating costs of aquatic facilities, and funding of the economic development program; Proposition "B" to authorize the city to amend its economic development program to extend the term and amend funding provisions, which may be amended only upon approval of Proposition "A" above.

DRAFT

**RESOLUTION NO. R25-56**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CALLING FOR A SPECIAL ELECTION TO BE HELD ON JUNE 10, 2025, TO SEEK VOTER APPROVAL ON PROPOSITON "A" TO AUTHORIZE THE CONTINUATION OF IMPOSITION OF A SALES AND USE TAX OF ONE PERCENT (1.00%) UNDER CERTAIN TERMS AND CONDITIONS; PROPOSITION "B" TO AUTHORIZE THE CITY TO AMEND ITS ECONOMIC DEVELOPMENT PROGRAM TO EXTEND THE TERM AND AMEND FUNDING PROVISIONS, WHICH MAY BE AMENDED ONLY UPON APPROVAL OF PROPOSITION "A" ABOVE; AND RELATED MATTERS.

WHEREAS, § 77-27,142 of the Revised Reissue Statutes of the State of Nebraska provides:

(1) Any incorporated municipality ... by ordinance of its governing body is hereby authorized to impose a sales and use tax of one-half percent, one percent, [or] one and one-half percent ... upon the same transactions that are sourced under the provisions of sections 77-2703.01 to 77-2703.04 within such incorporated municipality on which the State of Nebraska is authorized to impose a tax pursuant to the Nebraska Revenue Act of 1967, as amended from time to time.... No sales and use tax shall be imposed pursuant to this section until an election has been held and a majority of the qualified electors have approved such tax pursuant to sections 77-27,142.01 and 77-27,142.02.

WHEREAS, a one percent (1.00%) sales and use tax is currently being imposed by the City as approved by the voters at an election held May 10, 2016, the collections from which are currently authorized to be applied to (a) costs of drainage, street and capital improvements of the City, (b) indebtedness incurred to pay the costs of such drainage, street and capital improvement projects, and (c) annual operating costs of the City's aquatic facilities in an amount as shall be set out in the City's annual budget; and

WHEREAS, the City of Columbus, Nebraska (the "City") has previously adopted an Economic Development Program pursuant to Section 18-2701 et seq., Reissue Revised Statutes of Nebraska, as amended, and to facilitate the success of Columbus's economic future, an amendment to the ordinance governing the Economic Development Program has been prepared for the City of Columbus and is being considered for adoption; and

WHEREAS, the amendment to the ordinance governing the Economic Development Program, if adopted, calls for the use of funds from various local sources of revenue for projects or programs providing direct or indirect financial assistance to qualifying businesses or payment of related costs and expenses pursuant to Section 18-2701 et seq., Reissue Revised Statutes of Nebraska, as amended; and

WHEREAS, to provide continuing funding for the Economic Development Program, the City is seeking to allocate up to eight percent of such one percent sales and use tax annually, with a maximum of \$650,000 per year.

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

**SECTION 1.** The Mayor and City Council find and determine (1) that the City currently levies and collects a total of 1.50% sales and use tax previously approved by the electors of the City of Columbus and there has not been submitted to the electors of the City of Columbus a proposition on the question of the levy of sales and use tax within the previous 23 months; (2) that 1.00% of the current total 1.50% sales and use tax described above shall terminate by its term on March 31, 2027, and, 0.50% of the current total 1.50% sales and use tax described above shall terminate upon collection of funds to pay off associated bonds which is currently expected to be by January 1, 2040.

**SECTION 2.** That the Mayor and Council are seeking to authorize the allocation of up to eight percent of the one percent (1.00%) sales and use tax in order to fund the Economic Development Program of the City.

**SECTION 3.** That the proposed amendment to the ordinance governing the Economic Development Program of the City of Columbus, Nebraska, to reflect the changes contemplated by the propositions submitted hereunder will be considered upon voter approval of such propositions.

**SECTION 4.** A special election will be held on June 10, 2025, at which time there shall be submitted to the electors of the City of Columbus, Nebraska, the following ballot questions:

PROPOSITION "A"

"Shall the City of Columbus, Nebraska, be authorized to continue to impose a sales and use tax of one percent (1.00%) upon the same transactions within the City of Columbus on which the State of Nebraska is authorized to impose a sales and use tax, subject to the following terms and conditions?

- Period of Tax. Such 1.00% sales and use tax shall commence on April 1, 2027, which is the termination date of the City's previously authorized 1.00% sales and use tax, and shall terminate on the fifteenth (15<sup>th</sup>) anniversary of its commencement.
- Purpose of Tax. The revenues collected from such sales and use tax shall be applied to the following:
  1. Property Tax Relief, Public Safety, & Capital Improvements;
  2. Annual operating costs of the City's aquatic facilities in an amount each year as shall be set out in the City's annual budget; and

3. Funding for an Economic Development Program in an amount equal to eight percent (8%) of such revenue up to a maximum of \$650,000 annually, commencing April 1, 2027, through April 1, 2042, but only if Proposition "B" below is approved by the voters pursuant to and as provided in said Proposition B submitted at this election."

- FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions
- AGAINST said one percent (1.00%) sales and use tax

*If a majority of the votes cast upon such question shall be FOR such tax, then the governing body of the City of Columbus shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act subject to such conditions. If a majority of those voting on the question shall be AGAINST such tax, then the governing body of the City of Columbus shall not impose such sales and use tax.*

Electors voting in favor of Proposition "A" shall blacken the oval opposite the words "FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions" following such proposition, and electors voting against Proposition "A" shall blacken the oval opposite the words "AGAINST said one percent (1.00%) sales and use tax" following the proposition.

#### PROPOSITION "B"

"Shall the City of Columbus amend its existing economic development program, approved by the voters on November 6, 2018, (the "Program") as follows?

- Extend the Program termination date from March 31, 2032, to March 31, 2047;
- Provide that annual funding from local sources of revenue shall be eight percent (8%) of the City's one percent local option sales tax, with a maximum of \$650,000 per year, (the "Pledged Tax") allocated annually commencing April 1, 2027, through April 1, 2042; and
- The Pledged Tax is expected to generate up to \$650,000 annually for a maximum amount of \$9,750,000 from April 1, 2027, through April 1, 2042, to be spent over the extended term for the Program. Additional funds may be sought from sources other than the City.
- Such Program amendments and increase in Pledged Tax shall only be adopted if Proposition "A" above is approved by the voters."

- FOR said Program amendment and application of said Pledged Tax
- AGAINST said Program amendment and application of said Pledged Tax

*If a majority of the votes cast upon such question shall be FOR the Program amendment and application of said Pledged Tax, then the governing body of the City of Columbus, Nebraska shall be empowered to amend the Program as provided in such ballot question and Section 18-2701 et seq. R.R.S. Neb, as amended, and shall forthwith proceed to amend the Program and apply the Pledged Tax. If a majority of those voting on the question shall be AGAINST the Program amendment and application of the Pledged Tax, then the governing body of the City of Columbus shall not amend the Program nor apply the Pledged Tax.*

Electors voting in favor of Proposition "B" shall blacken the oval opposite the words "FOR said Program amendment and application of said Pledged Tax" following such proposition, and electors voting against Proposition "A" shall blacken the oval opposite the words "AGAINST said Program amendment and application of said Pledged Tax" following the proposition.

**SECTION 5.** Notice of said election shall be given to the qualified electors of said City by publication at least one time not more than thirty days nor less than ten days previous to the election, and a copy of the sample ballot shall be published one time, not more than ten days, nor less than three days prior to the election. Such notice and sample ballot shall be published in the *Columbus Telegram*, a newspaper printed and of general circulation in said city and the City Clerk of the City shall be, and hereby is directed, to cause such notice and sample ballot to be published.

**SECTION 6.** The City Clerk of the City shall be, and hereby is authorized and directed to certify a copy of the resolution to the Platte County Election Commissioner by April 18, 2025, who conduct the election as provided by law. The City does hereby agree to reimburse said Election Commissioner for the expense of conducting such election. As provided by Section 32-802, R.R.S. Neb., as amended, the Platte County Election Commissioner shall provide for the publication of the Notice of Election in a newspaper designated by the Election Commissioner no later than forty-two (42) days prior to the date of said election and such notice shall be posted in the office of the Election Commissioner no later than forty-two (42) days prior to such date of election.

**SECTION 7.** The form of the ballot and the form of the notice of said election shall be substantially in the form submitted to this meeting, a copy of which form shall be made a part of the minutes. The City Clerk is hereby authorized and directed in conjunction with the Platte County Election Commissioner conducting the election, to arrange for the printing of necessary ballots for said election and to do all other things

and to take all other actions appropriate or necessary in order to cause said election to be submitted to the qualified electors of the city as above provided.

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

NOTICE OF ELECTION  
CITY OF COLUMBUS, NEBRASKA

Public Notice is hereby given to the qualified electors of the City of Columbus, Nebraska, that a special election has been called and will be held in the City of Columbus, Nebraska, on Tuesday, June 10, 2025, at which there shall be submitted to the qualified electors of said City the following propositions:

PROPOSITION "A"

"Shall the City of Columbus, Nebraska, be authorized to continue to impose a sales and use tax of one percent (1.00%) upon the same transactions within the City of Columbus on which the State of Nebraska is authorized to impose a sales and use tax, subject to the following terms and conditions?

- Period of Tax. Such 1.00% sales and use tax shall commence on April 1, 2027, which is the termination date of the City's previously authorized 1.00% sales and use tax, and shall terminate on the fifteenth (15<sup>th</sup>) anniversary of its commencement.
- Purpose of Tax. The revenues collected from such sales and use tax shall be applied to the following:
  1. Property Tax Relief, Public Safety, & Capital Improvements;
  2. Annual operating costs of the City's aquatic facilities in an amount each year as shall be set out in the City's annual budget; and
  3. Funding for an Economic Development Program in an amount equal to eight percent (8%) of such revenue up to a maximum of \$650,000 annually, commencing April 1, 2027, through April 1, 2042, but only if Proposition "B" below is approved by the voters pursuant to and as provided in said Proposition B submitted at this election."

FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions

AGAINST said one percent (1.00%) sales and use tax

*If a majority of the votes cast upon such question shall be FOR such tax, then the governing body of the City of Columbus shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act subject to such conditions. If a majority of those voting on the question shall be AGAINST such tax, then the governing body of the City of Columbus shall not impose such sales and use tax.*

Electors voting in favor of Proposition “A” shall blacken the oval opposite the words “FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions” following such proposition, and electors voting against Proposition “A” shall blacken the oval opposite the words “AGAINST said one percent (1.00%) sales and use tax” following the proposition.

### PROPOSITION “B”

“Shall the City of Columbus amend its existing economic development program, approved by the voters on November 6, 2018, (the “Program”) as follows?

- Extend the Program termination date from March 31, 2032, to March 31, 2047;
- Provide that annual funding from local sources of revenue shall be eight percent (8%) of the City’s one percent local option sales tax, with a maximum of \$650,000 per year, (the “Pledged Tax”) allocated annually commencing April 1, 2027, through April 1, 2042; and
- The Pledged Tax is expected to generate up to \$650,000 annually for a maximum amount of \$9,750,000 from April 1, 2027, through April 1, 2042, to be spent over the extended term for the Program. Additional funds may be sought from sources other than the City.
- Such Program amendments and increase in Pledged Tax shall only be adopted if Proposition “A” above is approved by the voters.”

FOR said Program amendment and application of said Pledged Tax

AGAINST said Program amendment and application of said Pledged Tax

*If a majority of the votes cast upon such question shall be FOR the Program amendment and application of said Pledged Tax, then the governing body of the City of Columbus, Nebraska shall be empowered to amend the Program as provided in such ballot question and Section 18-2701 et seq. R.R.S. Neb, as amended, and shall forthwith proceed to amend the Program and apply the Pledged Tax. If a majority of those voting on the question shall be AGAINST the Program amendment and application of the Pledged Tax, then the governing body of the City of Columbus shall not amend the Program nor apply the Pledged Tax.*

Electors voting in favor of Proposition “B” shall blacken the oval opposite the words “FOR said Program amendment and application of said Pledged Tax” following such proposition, and electors voting against Proposition “A” shall blacken the oval opposite the words “AGAINST said Program amendment and application of said Pledged Tax” following the proposition.

Ballots for early voting may be obtained from the Election Commissioner of Platte County, Nebraska in Columbus, Nebraska.

**By Mail Election**

This election will be an election by mail. All registered voters residing within the City of Columbus will receive their ballot by mail and therefore no polling places will be open for voting. Ballots will be mailed by the Election Commissioner of Platte County between May 19, 2025, and May 31, 2025. Upon receipt of the official ballot, the registered voter shall mark it, seal the ballot in the identification envelope supplied with the ballot, sign the identification envelope, and comply with the instructions provided with the ballot.

**Voter Registration Deadlines**

The deadline to register to vote at an agency, online, with a deputy registrar, by mail or delivered by an agent is May 27, 2025. The deadline for in-person registration is May 30, 2025, by 6:00 p.m. at the Platte County Election Commissioner's Office at 1464 26<sup>th</sup> Avenue in Columbus, Nebraska. Any voter who changes information on a current registration or registers to vote after the ballots have been mailed but before the in-person registration deadline of May 30, 2025, by 6:00 p.m., will be given a ballot at the time of registration or change. Ballots for early voting may be obtained at the Platte County Election Commissioner's office.

**Ballot Return Deadline**

Voted ballots, sealed in the completed identification envelope and completed in accordance with the instructions provided with the ballot, must be delivered by mail, in person, or by an agent to the Platte County Election Commissioner's Office located at 1464 26<sup>th</sup> Avenue, Columbus, Nebraska, 68601, or as otherwise instructed by the Election Commissioner. Ballots must be received no later than 5:00 p.m. on Tuesday, June 10, 2025.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

PUBLISH:  
05:15:25

Affidavit of Publication

(SAMPLE BALLOT)

ELECTION  
CITY OF COLUMBUS, NEBRASKA

TUESDAY, JUNE 10, 2025

PROPOSITION "A"

"Shall the City of Columbus, Nebraska, be authorized to continue to impose a sales and use tax of one percent (1.00%) upon the same transactions within the City of Columbus on which the State of Nebraska is authorized to impose a sales and use tax, subject to the following terms and conditions?"

- Period of Tax. Such 1.00% sales and use tax shall commence on April 1, 2027, which is the termination date of the City's previously authorized 1.00% sales and use tax, and shall terminate on the fifteenth (15<sup>th</sup>) anniversary of its commencement.
- Purpose of Tax. The revenues collected from such sales and use tax shall be applied to the following:
  1. Property Tax Relief, Public Safety, & Capital Improvements;
  2. Annual operating costs of the City's aquatic facilities in an amount each year as shall be set out in the City's annual budget; and
  3. Funding for an Economic Development Program in an amount equal to eight percent (8%) of such revenue up to a maximum of \$650,000 annually, commencing April 1, 2027, through April 1, 2042, but only if Proposition "B" below is approved by the voters pursuant to and as provided in said Proposition B submitted at this election."

FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions

AGAINST said one percent (1.00%) sales and use tax

*If a majority of the votes cast upon such question shall be FOR such tax, then the governing body of the City of Columbus shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act subject to such conditions. If a majority of those voting on the question shall be AGAINST such tax, then the governing body of the City of Columbus shall not impose such sales and use tax.*

Electors voting in favor of Proposition "A" shall blacken the oval opposite the words "FOR said one percent (1.00%) sales and use tax, subject to such terms and conditions" following such proposition, and electors voting against Proposition "A" shall blacken the

oval opposite the words “AGAINST said one percent (1.00%) sales and use tax” following the proposition.

PROPOSITION “B”

“Shall the City of Columbus amend its existing economic development program, approved by the voters on November 6, 2018, (the “Program”) as follows?

- Extend the Program termination date from March 31, 2032, to March 31, 2047;
- Provide that annual funding from local sources of revenue shall be eight percent (8%) of the City’s one percent local option sales tax, with a maximum of \$650,000 per year, (the “Pledged Tax”) allocated annually commencing April 1, 2027, through April 1, 2042; and
- The Pledged Tax is expected to generate up to \$650,000 annually for a maximum amount of \$9,750,000 from April 1, 2027, through April 1, 2042, to be spent over the extended term for the Program. Additional funds may be sought from sources other than the City.
- Such Program amendments and increase in Pledged Tax shall only be adopted if Proposition “A” above is approved by the voters.”

FOR said Program amendment and application of said Pledged Tax

AGAINST said Program amendment and application of said Pledged Tax

*If a majority of the votes cast upon such question shall be FOR the Program amendment and application of said Pledged Tax, then the governing body of the City of Columbus, Nebraska shall be empowered to amend the Program as provided in such ballot question and Section 18-2701 et seq. R.R.S. Neb, as amended, and shall forthwith proceed to amend the Program and apply the Pledged Tax. If a majority of those voting on the question shall be AGAINST the Program amendment and application of the Pledged Tax, then the governing body of the City of Columbus shall not amend the Program nor apply the Pledged Tax.*

Electors voting in favor of Proposition “B” shall blacken the oval opposite the words “FOR said Program amendment and application of said Pledged Tax” following such proposition, and electors voting against Proposition “A” shall blacken the oval opposite the words “AGAINST said Program amendment and application of said Pledged Tax” following the proposition.

PUBLISH:  
06:03:25

Affidavit of Publication

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**