

DRAFT

RESOLUTION NO. R26-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KIRKHAM MICHAEL & ASSOCIATES, INC. IN THE AMOUNT OF \$20,000 TO PROVIDE GEOGRAPHICAL INFORMATION SYSTEM AND AUTOCAD FILES FOR RUNWAYS 14/32 AND 02/20 APPROACH ZONES FOR COLUMBUS MUNICIPAL AIRPORT; 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, Kirkham Michael & Associates, Inc. (KMA) is the selected engineer and architect multi-year consultant for the City's airport; and

WHEREAS, KMA will provide professional engineering services in connection with the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the professional services agreement with Kirkham Michael & Associates, Inc., in the amount of \$20,000 to provide geographical information services and AutoCAD files for runways 14/32 and 02/20 approach zones for Columbus Municipal Airport, 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 _____, 2026.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: April 15, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: GIS Airspace Approach Zones

RECOMMENDATION:

I recommend the approval of the services with Kirkham Michael & Associates, Inc. in the amount of \$20,000 to provide geographical information system (GIS) and AutoCAD files for runways 14/32 and 02/20 approach zones.

DISCUSSION:

As the community and surrounding area grows it is imperative that both runway approach zones and related elevations are well defined. It is a Federal Aviation Administration requirement that there are no undocumented obstructions or any new penetrations in the approach zones. Undocumented obstructions in the approach zone could affect federal and state funding for the airport, such as entitlement funds and grants. Approach zones directly from the end of the runway extend 10 miles and limitations 3 miles in all directions from the airport of the City's size.

The deliverables will include both GIS and AutoCAD drawings detailing a latitude and longitudinal grid, including detailed elevations, for use by staff. The data will be mainly used by the Airport Division, Community Development Department, Engineering Department, and the cell tower consultant.

FISCAL IMPACT:

\$20,000 from 2025-2026 reallocated budget CIP 26-15 with the amount of \$425,000. The following is an explanation on how CIP 26-15 ended up with additional sales tax funding to be reallocated.

CIP 26-15 is budgeted in the amount of \$425,000 and was broken down as follows:

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- \$150,000 of annual AIP entitlement funds, \$36,000 Building Infrastructure Law (BIL) federal grant money, and \$239,000 in sales tax for use on the VASI (now is a PAPI) project.

The City with assistance from KMA applied for, interviewed and received a state grant for use at the airport in the amount of \$371,960. This allowed the airport AIP entitlement funds and BIL grant to be continued and to use the state grant instead on this CIP. The AIP and BIL grant funds are both carried over to the 2026-2027 fiscal year and on airport construction projects.

Applying the state grant on CIP 26-15 and not the federal grant or entitlement funds for CIP 26-15 results in the saving of sales tax dollars.

- CIP 26-15 is budgeted at \$425,000 with the revised breakdown using the state grant of \$371,960 and \$53,040 in sales tax.
 - Thus, the sales tax that was originally \$239,000 and is now \$53,040 is for the PAPI project

Therefore, we are requesting to reallocate \$20,000 for Airport GIS Approach Zones and \$125,394.19 for Airport Runway Lighting Design from the sales tax portion of CIP 26-15.

- The total sales tax use is now \$198,034.19 with a savings of \$40,565.81 in sales tax
- Two more airport projects in their list
- AIP Entitlement and BIL grant money continue for use in construction this next fiscal year on the PAPI project.

I know this may seem complicated. If anyone has any questions on this, please feel free to reach out to me or Ross Niedbalski.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Boger

Approved By: [Signature]

April 13, 2026

RE: Engineering Services Agreement Letter
Airspace Zoning Map
Columbus Municipal Airport
Columbus, Nebraska

Mr. Richard Bogus
Columbus City Engineer
2500 14th Street, Suite 3
Columbus, Nebraska 68602
402.562.4235

Dear Mr. Bogus:

This letter agreement outlines our proposal to provide Airport Consulting Services for the Columbus Municipal Airport and the City of Columbus, Nebraska, for the above referenced project.

Scope of Services

Provide graphical representation of airspace elevations. We will utilize the current airport layout plan and zoning map provided by the Nebraska Department of Transportation Division of Aeronautics dated 11/5/13 with a revision date of 3/3/14 to develop the limits using geographic information system (GIS) and AutoCAD.

Tasks

- a. Meet with the Airport Manager and city staff to review areas within the approach zones, turning zones, and operation zones of Runways 14/32 and 02/20.
- b. Provide detailed elevation limits within the areas at a scale acceptable to the Airport Manager.
- c. Provide a latitude and longitudinal grid.
- d. Provide AutoCAD files and GIS.

Anticipated Schedule

Upon receipt of a signed copy of this agreement, Kirkham Michael will begin working on the project. The schedule will be mutually determined by the City and Kirkham Michael.

Fee Estimate and Billing Information

Total lump sum \$20,000.00

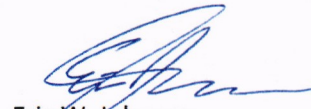


Payment shall be lump sum due monthly for incurred charges and expenses based on detailed invoices. Should you find this proposal acceptable, please return a signed copy of this letter with the attached Exhibit A which describes the terms and conditions of this agreement. This letter, once signed by you, serve as a contract between the City of Columbus, Nebraska, and Kirkham Michael.

We look forward to working with you on this project. If you have any questions, please feel free to contact me 402.858.8852.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.


Eric W. Johnson
Vice President

Attachment: Exhibit A – Terms and Conditions

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED:

_____ Date: _____
Owner

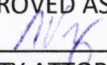
APPROVED AS TO FORM
BY  _____
CITY ATTORNEY

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the work described, unless otherwise stated in the agreement form.

2. STANDARD OF PRACTICE

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Kirkham Michael in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Kirkham Michael within ten (10) calendar days of the date of the invoice in question. Client and Kirkham Michael shall work together to resolve the matter within sixty (60) calendar days of its being called to Kirkham Michael's attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

5. CONSTRUCTION COST ESTIMATES

Construction cost estimates provided by Kirkham Michael are prepared from experience and judgment. Kirkham Michael has no control over market conditions or construction procedures and does not warrant that proposals, bids or actual construction costs will not vary from Kirkham Michael estimates.

6. LIMITATION OF LIABILITY

In order for the client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the client agrees to limit Kirkham Michael's liability arising from Kirkham Michael's professional acts, errors or omissions, such that the total aggregate liability of Kirkham Michael shall not exceed Kirkham Michael's total fee for the services rendered on this project, or the amount of fifty thousand dollars (\$50,000), whichever is less.

7. CONSEQUENTIAL DAMAGES

The client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

8. INDEMNIFICATION

Client and Kirkham Michael, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. IN the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

9. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Kirkham Michael as instruments of service shall remain the property of Kirkham Michael, and copies will be provided at the request of the client.

10. TERMINATION

In the event termination becomes necessary, the party (client or Kirkham Michael) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Kirkham Michael for services rendered and costs incurred up to the effective time of termination, in accordance with Kirkham Michael's prevailing fee schedule and expense reimbursement policy.

11. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the laws of the State of Nebraska.

12. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Kirkham Michael's services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.