

DRAFT

RESOLUTION NO. R26-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE CITY OF COLUMBUS ACQUISITION CONTRACT WITH LIRA GUSTAVO AKA GUSTAVO LIRA, A SINGLE PERSON, IN THE AMOUNT OF \$190,100, WITH RESPECT TO LOT 8, BLOCK 139, ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; ALL FOR THE PURPOSE OF THE 8TH STREET AND 12TH AVENUE INTERSECTION IMPROVEMENT PROJECT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Acquisition Contract signed by Lira Gustavo aka Gustavo Lira, a single person, on August 10, 2026, by and between the City of Columbus and Lira Gustavo aka Gustavo Lira, a single person, providing for the acquisition of Lot 8, Block 139, Original City of Columbus, Platte County, Nebraska, be approved by the City of Columbus and the Mayor and City Clerk are authorized, directed and empowered to execute said City of Columbus Acquisition Contract on behalf of the City of Columbus, Nebraska, and the City Treasurer is authorized and directed to pay the sum of \$190,100 to Lira Gustavo aka Gustavo Lira, a single person, all as set forth on the Acquisition Contract attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the Warranty Deed-Individual for the real estate described above signed by Lira Gustavo aka Gustavo Lira, a single person, dated August 10, 2026, be and hereby is approved and accepted by the City. The City Clerk is hereby authorized and directed to record said Warranty Deed with the Platte County Register of Deeds Office.

Said acquisition is for the 8th Street and 12th Avenue Intersection Improvement project.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: August 12, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: 8th Street and 12th Avenue Intersection Improvement Project – Property Acquisition

RECOMMENDATION:

I recommend approval of the Resolution authorizing the property acquisition associated with the 8th Street and 12th Avenue Intersection Improvement Project.

Tract 2 – Total Acquisition

Name: Lira Gustavo AKA Gustavo Lira

Amount: \$190,100.00 plus closing costs

DISCUSSION:

Property acquisitions include total and partial takings for right-of-way, permanent easements, temporary easements, for the construction of roundabout on 8th Street and 12th Avenue. HDR, Inc. and their consultant Midwest Right-of-Way have been retained by the City to obtain these acquisitions in accordance with the Uniform Act.

FISCAL IMPACT:

\$190,100.00 plus closing costs, part of 2026-2027 Budget CIP 25-035

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

CITY OF COLUMBUS, NEBRASKA ACQUISITION CONTRACT

Copies to:

1. City
2. Owner

Tract Number: 2
Project Name: 8th St & 12th Ave Roundabout

THIS CONTRACT, made and entered into this 10 day of August, 2026 by and between, **Lira Gustavo AKA Gustavo Lira, a single person**, hereinafter called the **OWNER**, and the **City of Columbus, Nebraska**, hereinafter called the **CITY**.

TOTAL ACQUISITION

1. In consideration of the payment or payments specified below, the OWNER hereby agrees to execute to the CITY a deed which will be prepared and furnished by the CITY to the following described property:

Lot Eight (8), Block One Hundred Thirty Nine (139), Original City of Columbus, in Platte County, Nebraska;
Address: 1204 8th Street, Columbus, NE 68601; PID: 710005355
See Attached Exhibit "A"

2. As the entire consideration for the above described property, the CITY agrees to pay to the OWNER the sum of **\$190,100.00, (One-Hundred-Ninety-Thousand-One-Hundred Dollars and No Cents)** upon receipt of a deed from the OWNER and said OWNER authorizes the CITY to withhold, deduct and pay on behalf of the OWNER those amounts due and owing for taxes, claims of record, and judgments to claimant, county or city. That the OWNER agrees that payment of the above sum by the CITY to the OWNER shall relieve the CITY of all further obligations of claims on this property and account and any further claims arising shall be the responsibility of the OWNER and the CITY shall be held harmless by the OWNER on any future claims, taxes or judgments on this property.

3. The date of execution of this contract shall be the date when the same is signed on behalf of the CITY as set out below. Possession shall be deemed relinquished upon the OWNER delivering the keys, to the premises, to the CITY or by notifying the CITY in writing that the premises have been vacated and upon payment by the CITY, of the payment herein specified at which time, the OWNER shall not refuse the CITY entry or in any way hinder the CITY from entering.

a. If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrances shall in writing waived his/her right to receive such payment. The OWNER agrees not to further encumber the above described property in any manner, nor create any other interests therein. It is expressly understood that time is of the essence in this contract.

b. Rental agreements, modification or extensions of time pertaining to entry or to possession, if any, shall be made by separate written contract and the time and terms of entry or for taking possessions set forth in such separate contract shall prevail.

4. Until the CITY shall take possession and the OWNER or tenant continues to occupy the property during such period, the OWNER agrees: to keep the property free of damage and waste during such period; to assign the policy of insurance in force on this property to the CITY; to notify such insurance carrier of such assignment.

5. The CITY agrees to pay all expenses for abstracts of title, release of mortgages, prepayment penalties and other closing costs, if required, for this property.

6. This contract shall be binding on both parties as soon as it is signed by both parties and, in signing this contract, the OWNER places no reliance upon any promises, verbal agreements or understanding except as set forth in this contract.

7. This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the CITY, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the CITY.

OWNER:

Gustavo Lira

Lira Gustavo AKA Gustavo Lira

Date: August 10, 2026

Acknowledgement

State of Nebraska)

) s.s.

County of Colfax)

Before me, a General Notary Public, duly commissioned and qualified, personally came Gustavo Lira, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

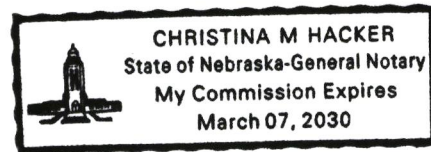
Witness my hand and notarial seal on this 10 day of August, 2026.

Christina Hacker

Notary Public

My Commission Expires: 3/7/2030

Stamp:



CITY:

City of Columbus, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

Acknowledgement

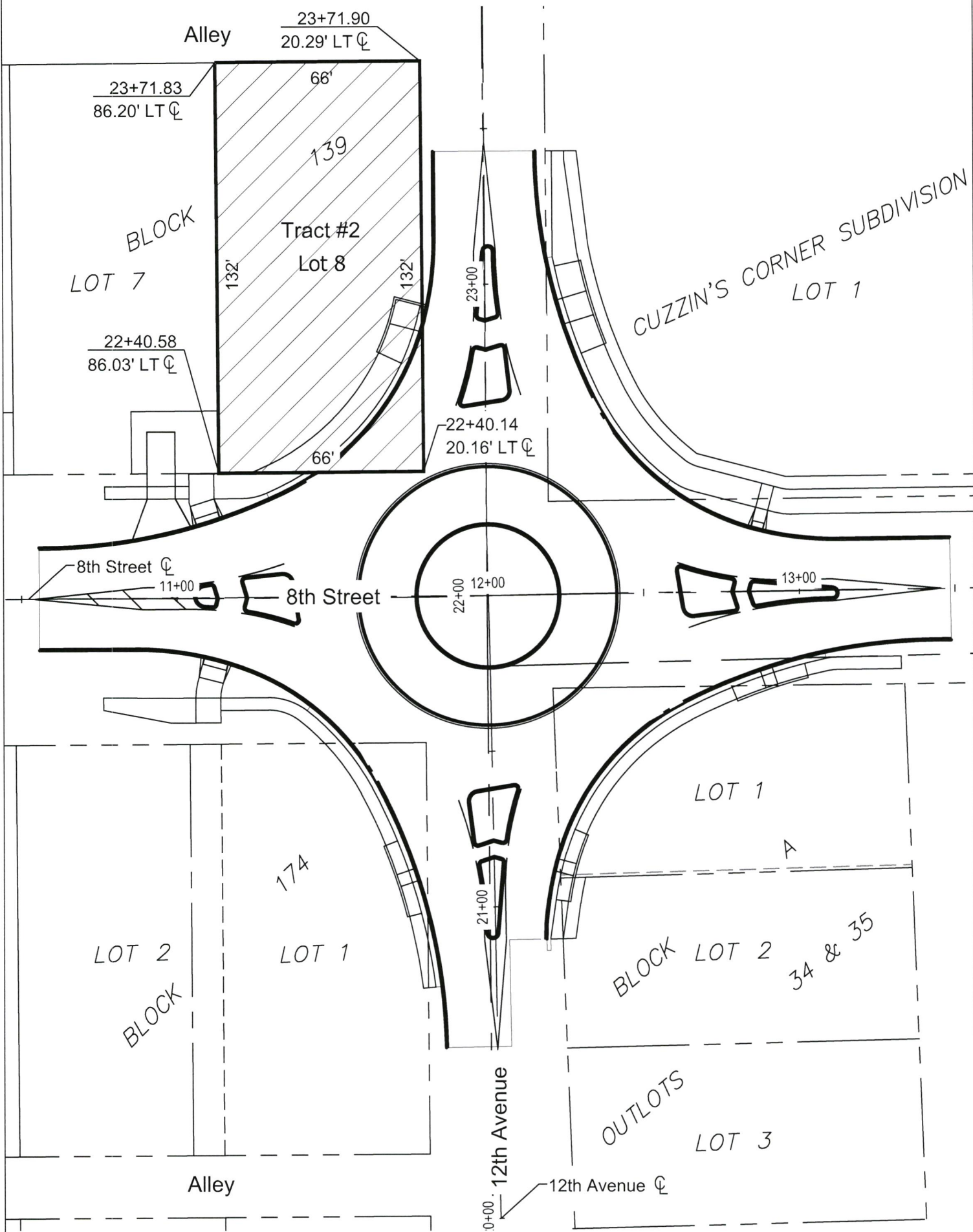
State of Nebraska)
) s.s.
County of Platte)

Before me, a General Notary Public, duly commissioned and qualified, personally came _____
as _____ for the City of Columbus, Nebraska, known to me to be the identical person
who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on this _____ day of _____, 2026.

Notary Public
My Commission Expires: _____
Stamp:

EXHIBIT "A"



LEGAL DESCRIPTION

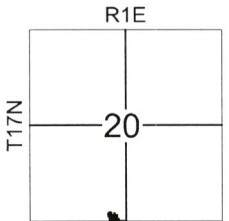
New Taking
Tract No. 2

Lot 8, Block 139,
Original City of Columbus, Platte County, Nebraska.

Plat Showing
Right of Way
To be Acquired from Land Owned by
Owner: Lira Gustavo

Tract No. 2

Taking  8702.6 sq. ft more or less Tract No. 2



SITUATION SKETCH



1" = 40'
04/01/26
JML

