

City Council Regular Meeting
Monday, September 16, 2019 7:00 PM
Council Chambers
1369 25 Avenue

{{Name: Agenda Item Name}}

{{Rationale: Agenda Item Rationale}} {{AgendaItemEnd}}

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

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.

A. Minutes of September 3, 2019, City Council meeting.

B. Resolution No. R19-138 approving Amendment No. 3 with JEO Consulting Group, Inc. in an amount not to exceed \$14,865 for Lost Creek Floodplain Assessment in conjunction with the Master Plan and Post-Construction Stormwater Management Program.

C. Resolution No. R19-139 approving longitudinal pipeline and crossing agreement with Union Pacific Railroad Company in the amount of \$18,400 to maintain and operate a 12-inch PVC toe drain encroachment and crossing pipeline encroachment required for the Loup River Levee Recertification project.

D. Resolution No. R19-140 approving submittal of contract extension request to Nebraska Department of Economic Development to extend completion date to November 8, 2020, for the 15 Street reconstruction portion of Community Development Block Grant (Project No. 16-CD-101).

E. Resolution No. R19-141 authorizing the mayor and clerk to sign amended Resolution No. R18-105 to correct scrivener's errors regarding subdivision name.

F. Resolution No. R19-142 authorizing payment of various improvement projects.

G. Finance Department reports.

H. Payroll and bills on file.

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

A. Public hearing - Consider second supplement to redevelopment plan entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan" for Phase II of the WHO Development Redevelopment Project. (Continued from September 3, 2019, meeting.)(Planning Commission recommends approval.)

1. Resolution No. R19-143 approving second supplement to redevelopment plan entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan".

B. Public hearing - Application of Loup Power District for final plat and development agreement of Energy Triangle Second Addition (south and east of the intersection of Old Monastery Road and Lost Creek Parkway). (Planning Commission recommends approval.)

1. Public hearing - Determine whether the portions of Energy Triangle Second Addition not previously included within the corporate city limits should be included within the corporate limits. (Planning Commission recommends approval.)
2. Resolution No. R19-144 approving final plat, development agreement, and bringing portions of said Addition not previously included within the corporate limits into the corporate limits.

C. Public hearing - application of JARA Properties, LLC to rezone property at 1770 25 Avenue from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District). (Planning Commission recommends approval.)

1. Ordinance No. 19-33 approving rezoning.

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - September 9, 2019

1. Request from Granville Custom Homes, Inc. to vacate the 5-foot side yard utility easements on Lots 3,4, and 5, Block B, and Lots 4,5,6,7,8 and 9, Block D, all in

Farm View Addition.

2. Request from Gehring Construction & Ready Mix Co., Inc. to create a Street Improvement District in the 23 Street and 48 Avenue area.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

- A. Appointment of Katherine Lopez to Library Board for four-year term.
- B. Application of Gary Potter for preliminary plat of Harry Potter Subdivision (4180 48 Avenue). (Planning Commission recommends approval.)
- C. Application of David Staab as manager of Pizza Hut, 2510 23 Street, in conjunction with liquor license.
- D. Application of Cork & Barrel, LLC for Special Designated Liquor License at 2455 East 1 Avenue (McChristy Jewelers), 5 p.m. to 8 p.m., October 29, 2019, for girls night out event.
- E. Quote from Beard Warren Heating & Air Conditioning, Inc. in the amount of \$24,946 to replace two heat pumps at Pawnee Plunge Water Park.
- F. Quote from Waterpark Specialties, Inc. in the amount of \$29,750 to refurbish slides at Pawnee Plunge Water Park.
- G. Comments from mayor and city council members.

14. RESOLUTIONS

- A. Resolution No. R19-145 approving Commercial Operator Agreement with Midwest Medical Transport, LLC to lease Hangar No. 1328 at Columbus Municipal Airport. (Columbus Board of Airport Commissioners recommends approval.)

15. ORDINANCES ON FIRST READING

16. ORDINANCES ON SECOND READING - None

17. ORDINANCES ON THIRD READING - None

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Payroll and all other bills included in Consent Agenda

A. ARL Credit Services

19. **UNFINISHED BUSINESS - None**

20. **ADJOURNMENT**

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened in open and public session on September 3, 2019, at 7:00 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

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

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Chuck Sherer, Public Works Director Chuck Sliva, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Library Assistant II Elicia Micek.
2. **PRAYER:** Bahr led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** Bulkley invited all to join in the National Anthem and Pledge of Allegiance.
4. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that there will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of August 19, 2019, City Council meeting.**
 - 4.B. **Reappointment of Chuck Whitney as delegate to Nebraska Cooperative Government Commission for one-year term.**
 - 4.C. **Resolution No. R19-130 approving renewal of scoreboard sponsorship agreement with Columbus Community Hospital for scoreboard at Memorial Stadium.** Resolution No. R19-130 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE RENEWAL OF SCOREBOARD SPONSORSHIP AGREEMENT WITH COLUMBUS COMMUNITY HOSPITAL FOR THE

SCOREBOARD AT MEMORIAL STADIUM AS DETAILED HEREIN.

- 4.D. Resolution No. R19-131 appointing Randy Janicek as interim Safety and Training Officer for Fire Department.** Resolution No. R19-131 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPOINTING RANDY JANICEK AS INTERIM SAFETY AND TRAINING OFFICER FOR THE FIRE DEPARTMENT.
- 4.E. Resolution No. R19-132 approving pipeline crossing agreement with Union Pacific Railroad Company in the amount of \$3,000 regarding construction, maintenance, and operation of a sanitary sewer main in steel casing pipe required for the 12 Avenue viaduct project.** Resolution No. R19-132 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY IN THE AMOUNT OF \$3,000 REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATION OF A 21-INCH PLASTIC SEWER PIPELINE ENCASED IN 30-INCH STEEL CASING IN CONJUNCTION WITH UNDERGROUND SEWER PIPELINE CROSSING (FOLDER NO. 03169-75) FOR 12 AVENUE VIADUCT PROJECT; A COPY OF WHICH 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 PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.F. Resolution No. R19-133 authorizing payment of various improvement projects.** Resolution No. R19-133 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: BAUER UNDERGROUND INCORPORATED - FIBER OPTIC \$315,860.00; B-D CONSTRUCTION, INC. - POLICE STATION \$120,003.48; GEHRING CONSTRUCTION & READY MIX CO., INC. - CONCRETE PAVING \$117,080.91.
- 4.G. Payroll and bills on file.** B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 09/06/19 Payroll \$610,646.57; 3D Universe 4,775.25 S; A & M Vet 4.74 R; Ace Hardware 463.55 S; Advance Auto Parts 84.68 S; Susan Aerni .68 R; Ag Spray Equip 4.66 S; Airport Lighting 1,982.60 S; Alley Poyner Macchietto 2,955.00 S; Altec Industries 197,871.00 CP; Amazon 7,879.48 S; Anderson Ford 29,276.00 CP; Jason & Cassandra Appel .42 R; Aqua-Chem 773.50 S; Pat Augustin 18.82 R; Connie Bahney 1.73 R; Bauer Underground 315,860.00 CP; B-D Const 120,003.48 CP; Beard-Warren 320.00 S; Jared & Rena Beran 4.79 R;

Bible Baptist Church 23.67 R; Bibliotheca 243.44 S; Big Red Printing 106.85 S; BMG 50.66 R; BOKF NA 1,059,147.50 B; Bomgaars 327.30 S; Bound Tree Medical 3,428.41 S; Heather Brinkman 3.59 R; Bunn-O-Matic 1,546.30 S; Central Parts 881.90 S; Central Sand & Gravel 310.44 S; Carol Christensen 1.57 R; CN Welding Works 75.00 S; Col Music 399.00 S; Col Tarps 350.00 S; Col Tire 367.10 S; Consolidated Management 165.06 T; Consolidated Water Solutions 5,812.67 S; Culligan 74.40 S; Danko Emergency Equip 2,090.37 S; DAS State Accounting 704.00 S; Demco 22.94 S; Digital-Alley 285.00 S; A J Divis 29.58 R; Eugene Donoghue 138.70 R; Dubas Refrigeration 359.43 R,S; Douglas Dunbar 6,154.00 S; E.I.P. 2.99 R; Eakes 235.23 S; Earl May 100.00 S; Bob Earley 32.44 R; Mary Eby .04 R; Electrical Eng & Equip 113.47 S; Electronic Eng 28,115.51 CP,S; Eller Heating 33.44 S; Humberto & Jose Espino 3.41 R; Heidi Evans 27.40 R; Thelma Evans 29.29 R; Fastenal 299.78 S; Ficon Holding 17.60 R; First Impressions 59.30 S; Harry Fischer Jr 5.00 R; FJR Rentals 50.00 R; Mrs Fritz Flamme 24.00 R; Lucia & Carlos Flores 38.19 R; Foreman Lumber 77.45 R; Rob Fuchs 3.76 R; Heather Furby 40.69 R; Gale 422.39 S; Gehring Const 118,499.79 CP,S; Steffy Ford 724.21 S; Gerhold Concrete 1,280.88 S; J Glodowski & K Graham 5.28 R; Michael Gokie 1.57 R; Granville Custom Homes 35.00 R; Grey House Publishing 308.95 S; Hadley-Braithwait 354.14 S; Maria Hahn 7.06 R; Dan Hansen 40.09 R; Hawkins 6,610.11 S; Daniel Heinsohn 24.09 R; Donald Helton 49.92 R; Carol Hess 54.57 R; Lynn Higgins 20.95 R; HOA Solutions 1,382.59 S; IAEI 120.00 S; Ingram Library Services 3,207.75 S; Interstate Battery 283.90 S; Jackson Services 3,334.64 S; Ray Janssen 14.94 R; JEO Consulting 61,250.00 CP; Kelly Supply 287.20 S; Daniel Kirmse 35.08 R; Walter Kittrell 21.40 R; Mark Koch 7.54 R; Gary Krings 27.70 R; Mark Kuhn 19.26 R; Lakeview Small Engine 153.15 S; Lawson Products 57.60 S; William Lehr 7.45 R; Lincoln Winwater Works 11,175.48 CP; Steve Lloyd Rentals 16.64 R; Loseke Const 17.11 R; Tashia Lotspeich 3.19 R; M & O Door 45.00 S; Steve Maguire 165.04 R; Marilyn Klug 650.01 R; Matheson-Linweld 144.53 S; Luis Mayorga 3.77 R; William & Jessica McGannon 15.34 R; McMillan Rentals 31.53 R; Mechanical Sales 1,327.70 S; Microfilm Imaging Systems 3,964.00 S; Mid-American Research 2,555.00 S; Midland Scientific 621.26 S; Mid-State Eng & Testing 451.00 S; MW Laboratories 2,451.80 S; Chere Moon 13.43 R; Chris Morton 21.15 R; T Moser 58.02 E; Mueller Sprinklers 854.16 S; NASC 95.00 T; National Patent Analytical 459.29 S; NE APCO/NENA 125.00 T; NE Environmental Products 736.84 S; NE Golf & Turf 420.00 S; NE Harvestore Systems 234.30 S; NE Irrigation 160.80 S; NE Library Commission 3,286.10 S; NE Public Health 3,231.00 S; NE Rural Water Assoc 840.00 T; Neighborworks NE NE 71,000.00 G; Neopost 168.21 S; Bobby Nickels 22.43 R; Lynn Nitz 4.98 R; William Noonan 4.04 R; NENEDD 2,869.52 G; NW Electric 1,235.61 S; George Novak 41.28 R; Cecilia Nuno 100.00 R; Chuck Oborny 23.35 R; Obrist & Co 750.00 S; John Obrist Jr 183.60 R; Off Properties 59.38 R; Officenet 1,499.41 S; O'Reilly 511.26 S; Overhead Door 975.00 S; Pace Analytical 1,018.00 S; Paragon 373.75 S; Jim Pavel 96.72 R; Glen Peterson 31.61 R; Petty Cash 45.92 E; Larry Pilakowski 15.16 R; Pillen Family Farms 58.16 R; Register of

Deeds 28.00 S; Pomp's Tire Service 962.96 S; Gilbert Preister 24.84 R; Presto-X 52.00 S; Proflow Pumping Solutions 3,887.98 S; Mike & Melva Prososki 16.75 R; Public Safety Dive Supply 184.00 S; Scott Rankin 19.22 R; Reardon 633.32 S; Recreation Supply 791.04 S; Rembolt Ludtke 1,806.68 S; Lawrence Roesler 11.28 R; Aaron Ross 23.00 R; RVW 13,885.42 CP; Sapp Bros 39.90 S; Katie Schaefer 3.63 R; Schieffer Signs 634.00 S; Ray Schlegel 5.96 R; Schreiber Bros 977.00 S; See the Trainer 5.12 R; Serc 17.95 R; Sherwin-Williams 373.30 S; Shevlin Supply 329.14 S; Ken Steiner 17.07 R; Super Saver 48.60 S; Chad Swierczek 22.61 R; Sysco 1,388.78 S; Teleflex Funding 562.50 S; Michelle Senften Thorpe 30.51 R; Tire Outlet 3,290.00 S; Truck Center 748.13 S; TSP 2,441.10 CP; Turfwerks 1,477.53 S; Tworek Welding 195.00 S; U & I Sanitation 41.75 S; UPRR 5,368.00 CP; UPS 11.92 S; USA Blue Book 116.79 S; UV Doctor Lamps 1,160.29 S; Patrick Van Dyke 24.82 R; Angelina Vargas 77.59 R; Matthew Vetick 57.97 R; Walker Rental Property 5.16 R; Walmart 1,286.32 S; Dan Wax 1,120.00 S; Jeremy Wax 13.37 R; Tristan Weaver 12.48 R; Florence Weir 12.64 R; Wemhoff Refrigeration 181.25 S; West Point Implement 409.23 S; Erwin Wieser 3.18 R; Brien & Janette Wolff 8.42 R; Jeff Wozny & Amy Saldivar 4.52 R; Xavus Solutions 1,200.00 S; Zee Medical 235.08 S; Zegers Automotive 176.37 S; Gary & Janet Zimmerer 38.41. TOTAL \$2,765,744.78.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Proclamation for Sammy's Superheroes declaring September 2019 as Childhood Cancer Awareness Month.** Bulkley proclaimed September 2019 as Childhood Cancer Awareness Month. Krystal Dinslage, 3172 36 Avenue and mother of a cancer survivor, expressed appreciation to the mayor and council for the acknowledgement and thanked everyone who supports Sammy's Superheroes.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing – 2019-2020 Budget.** John Curry, P.O. Box 8, presented a municipal golf cost comparison table that he prepared, expressed concerns regarding city spending on municipal golf, and said he supports Mayor Bulkley's intent to close Van Berg golf course once the flood damage to Quail Run is repaired. Curry referred to a group of municipal golfers who have formed a golf association and pointed out that the association's intent is to assure that: 1) Quail Run golf course is repaired to the previous high standards; 2) Van Berg remains open after Quail Run has been repaired; and 3) the current golf subsidies are not reduced. He said he feels the association's intentions are contrary to what is best for taxpayers and the long term future of golf in the community. The public hearing closed with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.A.1. Resolution No. R19-134 adopting Schedule of Fees effective October 1, 2019.** Resolution No. R19-134 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE FEES AS STATED AND HEREBY DECLARED IN THE ATTACHED "SCHEDULE OF FEES"; TO PROVIDE FOR AN EFFECTIVE DATE AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.A.2. Ordinance No. 19-31 adopting 2019-2020 Pay Plan.** The rules were suspended and Ordinance No. 19-31 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REGARDING THE SALARIES OF OFFICERS AND EMPLOYEES; PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY; AND MONTHLY SALARY RANGES FOR EACH INDIVIDUAL CLASSIFICATION was read by number only with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-31 was adopted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.A.3. Ordinance No. 19-32 adopting 2019-2020 Budget.** The rules were suspended and Ordinance No. 19-32 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE was read by number only with a motion by Hiemer and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 19-32 was adopted with a motion by Hiemer and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.B. Public hearing – Property tax request for 2019-2020.** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.B.1. Resolution No. R19-135 setting the property tax request at \$5,283,557.** Resolution No. R19-135 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO SET THE 2019-2020 PROPERTY TAX REQUEST AT \$5,283,557 was adopted with a motion by Kresha and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.C. Public hearing – Consider second supplement to redevelopment plan entitled "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan" for Phase II of the WHO Development Redevelopment Project. (Planning Commission continued to September 9, 2019, at 7 p.m.)** The public hearing was continued to September 16, 2019, at 7 p.m. with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.D. Public hearing – Application to Nebraska Department of Economic Development for Community Development Block Grant in the amount of \$445,000 for downtown revitalization (\$400,000 for commercial rehabilitation, \$10,000 for construction management, and \$35,000 for general administration).** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 7.D.1. Resolution No. R19-136 approving application to Nebraska Department of Economic Development for Community Development Block Grant for downtown revitalization.** Resolution No. R19-136 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE GRANT APPLICATION TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR NEBRASKA COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO BE USED FOR COMMERCIAL DOWNTOWN REVITALIZATION, A COPY OF WHICH 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 PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lohr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 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 TY's Outdoor Power & Service in the amount of \$13,189.99 for mower for Wastewater Treatment Facility.** The quote from TY's Outdoor Power & Service for a mower was accepted with a motion by Bahr and a second

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

13.B. Quote from Sterling West, Inc. in the amount of \$38,600 to replace two shelters at Quail Run Golf Course. It was noted that there will be reimbursement from FEMA for these shelters. The quote from Sterling West, Inc. for shelters was accepted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

13.C. Comments from mayor and city council members. Kresha commented on the progress being made on the 12 Avenue viaduct. Bulkley complimented staff on the new water bills and said they provide a good history of water usage.

14. RESOLUTIONS:

14.A. Resolution No. R19-137 selecting Design-Build Delivery System for flood damage repair at Quail Run Golf Course and designating City Engineer Richard Bogus to serve as performance criteria developer. Resolution No. R19-137 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, SELECTING DESIGN-BUILD DELIVERY SYSTEM FOR FLOOD DAMAGE REPAIRS AT QUAIL RUN GOLF COURSE AND DESIGNATING RICHARD BOGUS, CITY ENGINEER, TO SERVE AS PERFORMANCE CRITERIA DEVELOPER IN ACCORD WITH THE PROVISIONS OF SECTIONS 13-2901 THROUGH 13-2914, REISSUE REVISED STATUTES OF NEBRASKA, 1943, AS AMENDED was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON FIRST READING: None

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING:

17.A. Ordinance No. 19-27 amending Section 90.043 of Chapter 90 of Title IX of Ordinance No. 05-47 (Columbus City Code) to ban miniature pigs within corporate city limits. On its third reading, Ordinance No. 19-27 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING SECTION 90.043 OF CHAPTER 90 OF TITLE IX OF ORDINANCE NO. 05-47 (COLUMBUS CITY CODE) TO BAN MINIATURE PIGS WITHIN THE CORPORATE CITY LIMITS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye"

and none voted "Nay".

- 18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
- 19. **UNFINISHED BUSINESS:** None
- 20. **ADJOURNMENT:** The meeting adjourned at 7:31 p.m. with a motion by Augustine-Schulte and a second by Jablonski. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

Presented and approved this 16 day of September, 2019.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R19- 138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 3 WITH JEO CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$14,865 FOR LOST CREEK FLOODPLAIN ASSESSMENT IN CONJUNCTION WITH THE MASTER PLAN AND POST-CONSTRUCTION STORMWATER MANAGEMENT PROGRAM, A COPY OF WHICH 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 PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 3 with JEO Consulting Group, Inc. in an amount not to exceed \$14,865 for Lost Creek Floodplain Assessment in conjunction with the Master Plan and Post-Construction Stormwater Management Program, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 12, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Amendment No.3 to the Master Plan and Post-Construction Stormwater Management Program Professional Services Agreement for Additional Assessment Services

RECOMMENDATION:

I recommend approval and signing of Amendment No.3 with JEO Consulting Group, Inc, to the Master Plan and Post-Construction Stormwater Management Program for Additional Services for the Lost Creek Floodplain Evaluation

DISCUSSION:

Federal Emergency Management Agency (FEMA) has agreed to a technical review of the JEO Lost Creek flood study Hydrology and Hydraulics analyses. JEO has submitted the study to STARR II (FEMA technical review contractor). Services include answering any questions, modifications to the study, and provide flood prone area local adoption support including ordinance revisions and materials. Scope of services for this amendment should end in early 2020.

If you have any questions, please feel free to contact the Engineering Department.

FISCAL IMPACT:

Lump Sum Fee \$14,865 which is part of the Storm Water Utility budget and Stormwater Utility Fee. Pending the number and time required for review revisions, additional hourly services may need to be provided.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



Master Plan and Post-Construction Stormwater Management Program
City of Columbus, Nebraska
Scope of Services – AMENDMENT #3 Lost Creek Floodplain Assessment –
Additional Tasks
August 30th, 2019

REFERENCE:

Standard form of agreement between Owner and Engineer for professional services was dated January 12, 2017. This scope of services is provided as Amendment #3 to the original agreement. Except as noted below, all other terms and conditions remain unchanged.

PROJECT DESCRIPTION:

The project is a continuation of the Lost Creek Floodplain Assessment that was performed as part of the 2017 Stormwater Master Plan and Management Program. That assessment made recommendations to perform detailed hydrology and hydraulics for a portion of Lost Creek for the purpose of identifying feasibility of future floodplain remapping, which were completed under Amendment #1. As a result, it was identified that levee accreditation implications for the Lost Creek FPP require further evaluation. Since the effective FIRM does not include detailed flood study data for Lost Creek, the best available data is the JEO evaluation completed through the Lost Creek Floodplain Assessment. To acquire further assurance that the study results will be accepted by FEMA for levee accreditation purposes, the City of Columbus requested FEMA complete a technical review on JEO’s Lost Creek flood study. The purpose of this amendment is to provide for JEO’s effort to coordinate submittal of the Lost Creek flood study to FEMA and response to one round of technical review comments. Additionally, the City expressed interest in potential local adoption of the floodprone area maps for floodplain management purposes based on the flood study that has gone through the technical review process. This amendment includes JEO’s efforts to support the local adoption process.

SCOPE OF SERVICES:

The consultant shall perform the following tasks for this amendment. Task numbers refer to the previous Amendment #1 and include both existing and new tasks.

Task 1: Project Management and Meetings

Task 1.1 – Project management will be maintained to inform team members of budget, schedule, milestones and feedback from City staff. This includes general project administration and monthly progress reports to be included with billing statements.

Task 1.2 – One meeting or conference call, if necessary, to go over FEMA technical review comments and implications.

Deliverables – Deliverables will include the monthly progress reports as well as agendas and minutes for each meeting or coordination call.

Task 9: Flood Study Technical Review Coordination and Flood Study Updates

Task 9.1 – Compile and submit Lost Creek flood study Hydrology and Hydraulics (H&H) analyses to STARR II (FEMA technical review contractor).



Master Plan and Post-Construction Stormwater Management Program
City of Columbus, Nebraska
Scope of Services – AMENDMENT #3 Lost Creek Floodplain Assessment –
Additional Tasks
August 30th, 2019

Task 9.2 – Respond to questions and comments from STARR II regarding submitted analyses. One round of comment response is anticipated; if budget allows further comment responses will be completed on an as-needed basis. It is anticipated that comments will be minimal and for clarification and finalization purposes; if significant comments on the H&H are provided the implications and effort required to respond will be discussed with the City of Columbus as potential additional services.

Task 9.3 – Produce updated floodprone area maps based on the final H&H.

Deliverables – Coordinate technical review process and revise flood study based on comments received.

Task 10: Floodprone Area Local Adoption Support

Task 10.1 – Provide support to the City to develop local floodplain management ordinance revisions and supporting materials for the purposes of local adoption of the floodprone areas resulting from the final flood study analysis.

Deliverables – Documentation and maps as needed to support the local floodprone area adoption process.

PROPOSED AMENDMENT FEE:

The consultant will provide the services described above and summarized below for an hourly not to exceed amount of \$14,865.00. Refer to the attached fee breakdown. Additional services can be provided based upon current hourly rates as requested by the City. Owner will be billed monthly for services to date. Invoices are due upon receipt.

Task 1 – Project Management and Meetings	\$1,980.00
Task 9 – Flood Study Technical Review Coordination and Flood Study Updates	\$10,560.00
Task 10 – Floodprone Area Local Adoption Support	\$2,325.00
<u>TOTAL</u>	<u>\$14,865.00</u>

PROPOSED PROJECT SCHEDULE:

The services included in this scope are anticipated to be completed according to the proposed schedule listed below. This schedule is contingent upon assumed Notice To Proceed (NTP) and timely reviews and feedback by City staff. This schedule is also dependent on the timeliness of reviews by STARR II/FEMA.

- Notice to Proceed: September 2019
- Project Completion: January 2020



Master Plan and Post-Construction Stormwater Management Program
 City of Columbus, Nebraska
 Scope of Services – AMENDMENT #3 Lost Creek Floodplain Assessment –
 Additional Tasks
 August 30th, 2019

SERVICES TO BE PROVIDED BY THE CITY:

The services listed below are to be provided by the City in a timely fashion:

- Timely review of submittals as necessary
- Direction regarding support needed for local floodprone area adoption process

SERVICES NOT INCLUDED:

If necessary, a fee for these services can be negotiated.

- Additional site visits and meetings not previously noted.
- Complete topographic survey of the levee and floodplain areas.
- Detailed interior drainage investigations and evaluation.
- Detailed structural investigation of closure structures and drainage structures.
- Detailed levee accreditation evaluation.
- Detailed real estate/easement review or negotiation of right-of-way and/or easements.
- Full floodplain mapping/LOMR submittal to FEMA.
- FEMA levee certification/accreditation.

Owner:

Engineer: JEO Consulting Group, Inc.

By: James B. Bulkley

By: Kevin Kruse, PE

Title: Mayor

Title: Senior Project Manager

Date Signed: _____

Date Signed: 8/30/19

Address for giving notices:

Address for giving notices:

2424 14th St.

JEO Consulting Group, Inc.

Columbus, NE

142 West 11th Street

68602-1667

PO Box 207

Wahoo, NE 68066

RESOLUTION NO. R19- 139

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LONGITUDINAL PIPELINE AND CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY IN THE AMOUNT OF \$18,400 FOR MAINTENANCE AND OPERATION OF A 12-INCH PVC TOE DRAIN ENCROACHMENT AND CROSSING PIPELINE ENCROACHMENT (FOLDER NO. 02998-20) FOR LOUP RIVER LEVEE RECERTIFICATION PROJECT, A COPY OF WHICH 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 PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company in the amount of \$18,400 for maintenance and operation of a 12-inch PVC toe drain encroachment and crossing pipeline encroachment (Folder No. 02998-20) for Loup River Levee Recertification project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 12, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: UPRR Longitudinal Pipeline and Crossing Agreement – Loup River Levee Recertification

RECOMMENDATION:

I recommend approval and signing of the Union Pacific Railroad (UPRR) Longitudinal Pipeline and Crossing Agreement for purposes of obtaining an easement associated with the Loup River Levee Recertification project.

DISCUSSION:

The agreement is required for the construction of earthen embankment and toe drain system on UPRR property located northwest of Wagner's Lake area. The consultant has been working to obtain this easement and agreement for about two years. It will allow for the final construction work on the Loup River Levee Recertification project to be completed and the process of certification to begin.

If you have any questions, please feel free to contact the Engineering Department.

FISCAL IMPACT:

\$18,400 agreement fee

ALTERNATIVE:

None. Required for certification.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek



August 06, 2019
Folder: 02998-20

KEVIN KRUSE
CITY OF COLUMBUS
2414 14TH ST.
P.O. BOX 1677
COLUMBUS NE 68602

RE: Proposed Construction of One (1) Underground 12 Inch PVC Toe Drain Encroachment And Crossing Pipeline Encroachment Only near Mile Post 86.47 on the Columbus Subdivision at or near Columbus, Platte County, Nebraska

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Casey Moore.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Eighteen Thousand Four Hundred Dollars (\$18,400.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02998-20 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8553.

Sincerely,

Casey Moore
Sr Analyst RE Contracts - Real Estate
Email : cjmoore@up.com
Phone : (402) 544-8553

LONGITUDINAL PIPELINE AND CROSSING AGREEMENT

Between Mile Posts 86.47 Columbus Subdivision
Location: Columbus, Platte County, Nebraska

THIS AGREEMENT (“Agreement”) is made and entered into as of August 06, 2019, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF COLUMBUS**, to be addressed at 2414 14th St., P.O. Box 1677 Columbus, Nebraska 68602 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 12 inch PVC toe drain encroachment and crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Columbus, Platte County, State of Nebraska ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 15, 2019, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 12 inch PVC toe drain encroachment and crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Eighteen Thousand Four Hundred Dollars (\$18,400.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 02998-20)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF COLUMBUS
2414 14th St.
P.O. Box 1677
Columbus, Nebraska, 68602

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF COLUMBUS

By: _____

By: _____

Kylan Crawford
Union Pacific Railroad
Real Estate - Utilities

Name Printed: _____

Title: _____



980 FEET OF 12 INCH DIAMETER PVC
TOE DRAIN ENCROACHMENT AND CROSSING

LEGEND:

- PIPELINE ENCROACHMENT - - - - -
- PIPELINE CROSSING = = = = =
- UPPRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

COLUMBUS, PLATTE COUNTY, NE

M.P. 86.47 - COLUMBUS SUB

UP NE V-3 / 1

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 7-15-2019

PJB FILE: 0299820

CADD FILENAME 0299820

SCAN FILENAME NE03001-299820.TIF

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in

compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

RESOLUTION NO. R19- 140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A CONTRACT EXTENSION REQUEST TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT TO EXTEND THE CONTRACT COMPLETION DATE TO NOVEMBER 8, 2020, FOR THE 15TH STREET RECONSTRUCTION PORTION OF COMMUNITY DEVELOPMENT BLOCK GRANT (PROJECT NO. 16-CD-101).

WHEREAS, the City of Columbus, Nebraska, received \$350,000 for CDBG Comprehensive Development activities which include \$35,000 for general administration, \$8,000 for construction management, \$9,000 for housing management, \$4,500 for lead based paint risk assessment/testing, \$193,500 for Purchase/Rehab/Resale of three single family units, and \$100,000 to reconstruct 15th Street from 28th to 33rd Avenues by widening the street from 30 to 33 feet; and

WHEREAS, the City of Columbus, Nebraska, had a contract completion date of November 8, 2019, but will need an additional twelve months to complete the 15th Street reconstruction portion of the grant.

NOW, THEREFORE, BE IT RESOLVED BY the mayor and council of the City of Columbus, Nebraska, the request to the Nebraska Department of Economic Development to extend the contract completion date for the 15th Street reconstruction portion of Community Development Block Grant (Project No. 16-CD-101) to November 8, 2020, is approved.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: September 11, 2019
TO: Tara Vasicek, City Administrator
FROM: Richard Bogus, City Engineer
RE: Community Development Block Grant 16-CD-101 Contract Extension

RECOMMENDATION:

Recommend approval of the contract extension request for the Community Development Block Grant 16-CD-101 to November 8, 2020

DISCUSSION:

NeighborWorks Northeast Nebraska is requesting an extension for Grant 16-CD-101 contract period. A contract extension is necessary to complete project construction, public hearings, and for the final project drawdowns to be submitted to Nebraska Department of Economic Development. The extension became necessary due to March 2019 Flood Event and the availability of the contractor for the 15th Street reconstruction and the possibility of an early winter.

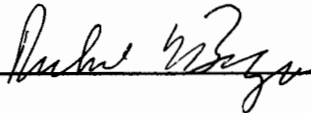
FISCAL IMPACT:

None. Cost of project remains the same.

ALTERNATIVE:

None. Not approving extension will result in loss of grant funding.

SIGNATURE:

By: 

Approved By: 

CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 16-CD-101 Grantee City of Columbus

DED Program Representative Jenny Mason

By completing this form, I confirm that this project is current on all reporting requirements.	
Name, Organization	<u>Northeast Nebraska Economic Development District</u>
Email	<u>mandy@nenedd.org</u>
Requesting Amendment #	<u>3</u> Date of Last Project Status Report (PSR): <u>6-30-19</u>

Extension of Contract End Date

Original Contract End Date Friday, November 08, 2019
Current Contract End Date including any previously approved extensions Friday, November 08, 2019
Proposed Contract End Date Sunday, November 08, 2020

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the extension.
2. Identification and reasons for the proposed amendment, including:
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. Where additional local matching funds are required due to this extension, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Decrease in proposed accomplishments

Original Proposed Accomplishments _____ Amended Proposed Accomplishments _____

Required Attachments

Attachment 1: A letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the decrease in proposed accomplishments;
2. Identification and reasons for the proposed amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this decrease, certification that such funds are available.

Attachment 2: Revised implementation schedule showing completion of major milestones for all activities.

Amendment to Housing Program Guidelines

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the amendment to the housing program guidelines;
2. Identification and reasons for the proposed amendment;
3. If additional local matching funds are required due to this amendment, certification that such funds are available.

Attachment 2: If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 3: A complete copy of the proposed revised housing program guidelines.

Budget/Sources and Uses Amendment

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
Total				

Required Attachments

Attachment 1: Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
 - a. Changes to the nature of the project requiring the amendment;
 - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

Attachment 2: Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

Attachment 3: If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

Attachment 4: Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

FOR DED USE ONLY			
Program Representative Recommendation: <input type="checkbox"/> <i>approve</i> <input type="checkbox"/> <i>deny</i> <input type="checkbox"/> <i>consultation</i>	<i>Initials</i>	<i>Date</i>	
	Signature		
Date amendment request received	Printed Name/Title		
<input type="checkbox"/> approved <input type="checkbox"/> denied	Date		

RESOLUTION NO. R19- 141

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN AMENDED RESOLUTION NO. R18-105 TO CORRECT SCRIVENER'S ERRORS REGARDING SUBDIVISION NAME.

WHEREAS, on August 20, 2018, the City Council of Columbus, Nebraska, passed and adopted Resolution No. R18-105; and

WHEREAS, Resolution No. R18-105 contained scrivener's errors referring to the plat and subdivision as Lambert's 2nd Townhouse Subdivision; and

WHEREAS, the official plat is listed as Lambert's Townhouse 2nd Subdivision; and

WHEREAS, the plat and subdivision agreement should have been Lambert's Townhouse 2nd Subdivision; and

WHEREAS, the Amended Resolution No. R18-105 corrects said scrivener's errors; and

WHEREAS, the publications involved herein did not contain said scrivener's errors.

NOW THEREFORE, BE IT RESOLVED by the mayor and council of the City of Columbus, Nebraska, that the mayor and city clerk be and hereby are authorized and instructed to endorse said Amended Resolution No. R18-105.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LAW OFFICES
GRANT AND GRANT

1464 27TH AVENUE

P.O. BOX 455

COLUMBUS, NEBRASKA 68602-0455

WILLIAM H. GRANT (1930 - 2013)

CLARK J. GRANT, P.C., L.L.O.

TELEPHONE 402-564-3274

FAX 402-564-7055

cjgrant@megavision.com

September 6, 2019

City of Columbus
Attn: Janelle
2424 14th Street
Columbus NE 68601

**Re: Resolution R18-105 Subdivision Agreement Between Ron & Charlotte Lambert
and the City of Columbus
Lambert 2nd Townhouse Subdivision correction to Lambert's Townhouse 2nd**

Subdivision

Dear Janelle:

I am respectfully requesting that the City address a scrivener's error in the above referenced resolution. The resolution R18-105 refers to the plat and subdivision as Lambert's 2nd Townhouse Subdivision and the official plat is listed as Lambert's Townhouse 2nd Subdivision. The publications involved herein refer to the correct final plat name as Lambert's Townhouse 2nd Subdivision but "2nd" and "Townhouse" were accidentally transposed in the final draft of the resolution and subdivision agreement. I have enclosed with this letter those documents for the City to review and an amended resolution for the City to adopt and approve the amended documents.

As the original documents were circulated between this office, the City and City attorney and revisions were made, the draft of the documents inadvertently and unintentionally transposed those two words. The documents were then executed by both the Lamberts and the City. However, upon attempting to record the necessary documents and deeds of conveyance with the Platte County Register of Deeds Office, the Register of Deeds Office pointed out the final plat name did not match the documents within the resolution and subdivision agreement. Therefore those documents could not be recorded, nor can further deeds of conveyance as part of the subdivision be recorded with the Platte County Register of Deeds.

We ask that this be put on the next possible agenda for the City's review, as it is imperative that we get these matters resolved so they can be recorded to further the terms of the subdivision agreement between the City and the Lamberts.

City of Columbus
September 11, 2019
Page 2

Thank you for your attention to this matter.

Very truly yours,

GRANT AND GRANT

A handwritten signature in blue ink, appearing to read "Clark J. Grant", is written over the typed name.

Clark J. Grant

JLT:kn
Enclosure

The City of **Columbus**

MEMORANDUM

DATE: September 12, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Lambert Townhouse 2nd Subdivision

RECOMMENDATION:

I recommend the approval of the name change in written documents from Lanbert's 2nd Townhouse Subdivision to Lambert's Townhouse 2nd Subdivision.

DISCUSSION:

A scrivener's error of transposing names requires the revision in name change in the documents to match the Final Plat. The Final Plat name does not change. The change will allow the subdivision and documents to be recorded in the Platte County Courthouse.

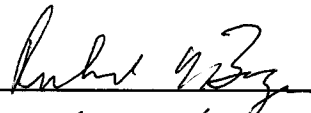
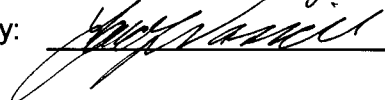
FISCAL IMPACT:

None

ALTERNATIVE:

None

SIGNATURE:

By: 
Approved By: 

AMENDED RESOLUTION NO. R18-105

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE FINAL PLAT TO A PARCEL OF LAND LEGALLY DESCRIBED AS: A REPLAT OF LOTS 5, 6, 7, 8, 9, AND 10, LAMBERT'S TOWNHOUSE SUBDIVISION AND LOT 1, AND PART OF LOT 2, COUNTRY SHADOWS 4TH SUBDIVISION ALL LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 1, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF SECTION 1, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, AND ASSUMING THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 TO HAVE A BEARING OF S 90°00'00" E; THENCE S 90°00'00" E AND ON SAID NORTH LINE, 400.83 FEET, TO A POINT ON SAID NORTH LINE; THENCE S 00°00'00" W, 33.00 FEET, TO THE NORTHWEST CORNER OF LOT 1, LAMBERT'S TOWNHOUSE SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 1, 2, 3, AND 4 OF SAID LAMBERT'S TOWNHOUSE SUBDIVISION TO THE NORTHWEST CORNER OF LOT 5 OF SAID LAMBERT'S TOWNHOUSE SUBDIVISION, SAID NORTHWEST CORNER OF LOT 5 BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 5, 6, AND 7 TO THE NORTHEAST CORNER OF LOT 7, LAMBERT'S TOWNHOUSE SUBDIVISION; THENCE S00°16'21" E, 52.79 FEET; THENCE SOUTHEASTERLY ON A 66.50-FOOT RADIUS CURVE CONCAVED NORTHEASTERLY (WITH A CORD BEARING AND DISTANCE OF S 24°42'59" E, 55.04 FEET), 56.74 FEET; THENCE S 49°09'37" E, 72.23 FEET; THENCE SOUTHEASTERLY ON A 158.95-FOOT RADIUS CURVE CONCAVED SOUTHWESTERLY (WITH A CORD BEARING AND DISTANCE OF S 13°49'01" E, 183.90 FEET) 196.10 FEET; THENCE S 21°31'36" W, 69.49 FEET; THENCE SOUTHWESTERLY ON A 70.00-FOOT RADIUS CURVE CONCAVED NORTHWESTERLY (WITH A CORD BEARING AND DISTANCE OF S 47°09'39" W, 60.57 FEET), 62.64 FEET, TO THE SOUTHEAST CORNER OF LOT 2, COUNTRY SHADOWS 4TH SUBDIVISION; THENCE S 72°47'42" W, 5.26 FEET, ON THE SOUTH LINE OF SAID LOT 2; THENCE N 35°22'03" W, 127.13 FEET, TO THE NORTH LINE OF SAID LOT 2; THENCE N 71°23'12" E, 5.22 FEET, TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N 26°02'26" E, 69.83 FEET, TO THE SOUTHWEST CORNER OF LOT 10, LAMBERT'S TOWNHOUSE SUBDIVISION; THENCE N 33°31'42" W, 87.71 FEET; THENCE N 45°11'59" W, 71.69 FEET; THENCE N 80°49'16" W, 71.05 FEET; THENCE N 88°40'08" W, 95.37 FEET, TO THE SOUTHWEST CORNER OF LOT 5, LAMBERT'S TOWNHOUSE SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5, TO THE POINT OF BEGINNING, CONTAINING 1.70 ACRES, MORE OR LESS. HEREINAFTER TO BE KNOWN AS LAMBERT'S TOWNHOUSE 2ND SUBDIVISION, PLATTE COUNTY, NEBRASKA, AND APPROVING THE PLAT THEREOF.

WHEREAS, C. Ronald Lambert and Charlotte K. Lambert are the owners of real estate described as follows:

A replat of Lots 5, 6, 7, 8, 9, and 10, Lambert's Townhouse Subdivision and Lot 1, and part of Lot 2, Country Shadows 4th Subdivision all located in the NW 1/4 of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, and more particularly described as follows:

Commencing at the northwest corner of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, and assuming the north line of said NW 1/4 of the NW 1/4 to have a bearing of S 90°00'00" E; thence S 90°00'00" E and on said north line, 400.83 feet, to a point on said north line; thence S 00°00'00" W, 33.00 feet, to the northwest corner of Lot 1, Lambert's Townhouse Subdivision; thence easterly along the north line of Lots 1, 2, 3, and 4 of said Lambert's Townhouse Subdivision to the northwest corner of Lot 5 of said Lambert's Townhouse Subdivision, said northwest corner of Lot 5 being the point of beginning; thence easterly along the north line of Lots 5, 6, and 7 to the northeast corner of Lot 7, Lambert's Townhouse Subdivision; thence S 00°16'21" E, 52.79 feet; thence southeasterly on a 66.50-foot radius curve concaved northeasterly (with a cord bearing and distance of S 24°42'59" E, 55.04 feet), 56.74 feet; thence S 49°09'37" E, 72.23 feet; thence southeasterly on a 158.95-foot radius curve concaved southwesterly (with a cord bearing and distance of S 13°49'01" E, 183.90 feet) 196.10 feet; thence S 21°31'36" W, 69.49 feet; thence southwesterly on a 70.00-foot radius curve concaved northwesterly (with a cord bearing and distance of S 47°09'39" W, 60.57 feet), 62.64 feet, to the southeast corner of Lot 2, Country Shadows 4th Subdivision; thence S 72°47'42" W, 5.26 feet, on the south line of said Lot 2; thence N 35°22'03" W, 127.13 feet, to the north line of said Lot 2; thence N 71°23'12" E, 5.22 feet, to the northeast corner of said Lot 2; thence N 26°02'26" E, 69.83 feet, to the southwest corner of Lot 10, Lambert's Townhouse Subdivision; thence N 33°31'42" W, 87.71 feet; thence N 45°11'59" W, 71.69 feet; thence N 80°49'16" W, 71.05 feet; thence N 88°40'08" W, 95.37 feet, to the southwest corner of Lot 5, Lambert's Townhouse Subdivision; thence northerly along the west line of said Lot 5, to the point of beginning, containing 1.70 acres, more or less.

all of which is not in the corporate city limits but is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, with appropriate utility easement areas under the name of Lambert's Townhouse 2nd Subdivision, Platte County, Nebraska, and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, and easement areas belonging to such subdivision, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat, and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein, and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Clyde R. Flowers Jr., Registered Land Surveyor, under the date of July 18, 2018, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Lambert's Townhouse 2nd Subdivision, Platte County, Nebraska, and

WHEREAS, the Mayor and City Council held public hearing on the approval of the Final Plat of said subdivision and following such public hearing, and having heard all persons appearing at such hearings, approved said Final Plat.

WHEREAS, a Subdivision Agreement has been prepared for said subdivision setting forth the agreement between the City of Columbus and the Subdivider, including the duties and responsibilities of the Subdivider and lot owners, said agreement is attached hereto as Exhibit "A" and incorporated herein by reference; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the final plat for Lambert's Townhouse 2nd Subdivision, Platte County, Nebraska be and the same is hereby approved as provided by law, that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, that Lambert's Townhouse 2nd Subdivision Agreement attached hereto as Exhibit "A" is hereby approved and accepted, and the Mayor and Clerk be and hereby are authorized to sign said Subdivision Agreement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1464 27th Ave., Columbus, NE68601
AMENDED LAMBERT'S TOWNHOUSE 2ND
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between **C. Ronald Lambert and Charlotte K. Lambert, husband and wife**, (hereinafter referred to as "Subdivider") and the **CITY OF COLUMBUS**, a Municipal Corporation in the State of Nebraska, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Lambert's Townhouse 2nd Subdivision, a replat of Lots, 5, 6, 7, 8, 9, and 10, Lambert's Townhouse Subdivision and Lot 1, and part of Lot 2, Country Shadows 4th Subdivision all located in the NW 1/4 of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the area to be developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.
- B. "Property benefitted" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 1.70 acres of property in this subdivision.
- C. "Street intersections" shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, a copy of which is attached hereto and made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider's expense, subject to the exceptions and clarifications detailed herein:

- A. The developer will install water, sanitary and storm sewer systems and street improvements, including sidewalks, in accordance with city standards. The developer will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

- B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be thirty-three (33) feet in width and six (6) inches thick, and constructed according to city standards. The entire cost of paving and storm sewer improvements except for intersections shall be paid by the Subdivider with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness, the oversized cost shall be paid for by the City of Columbus.
- C. The sanitary sewer system, including but not limited to: mains, manholes and related appurtenances constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located on sanitary sewer plan prepared by Gilmore and Associates, Inc. The entire cost of sanitary sewer improvements shall be paid by the Subdivider, with exception of sanitary sewer mains that are greater than eight (8) inches, the oversized cost shall be paid for by the City of Columbus.
- D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances constructed according to city standards in street rights-of-way, rear lot lines, and easements, per plat (Exhibit "A") to be located on storm water system plan prepared by Gilmore and Associates, Inc. The Subdivider will be responsible for the design, financing and construction of said storm sewer improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains that are greater than 12-inches, the oversized cost shall be paid for by the city of Columbus.
- E. The water distribution system, including but not limited to: mains hydrants and valves constructed according to city standards within street rights-of-way and easement per plat (Exhibit "A") on water plan prepared by Gilmore and Associates, Inc. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains that are greater than six (6) inches, the oversized cost shall be paid for by the City of Columbus.
- F. Natural gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A"), which subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.
- G. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the Subdivider or the City.
- H. Subdivider will arrange for street Lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at no cost to the City.
- I. Subdivider will install the sidewalk four feet wide and four inches thick, in accordance with the American Disabilities Act, and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot, developer shall install the sidewalk for said lot.
- J. Grading for the Area to be Developed shall be completed by the Subdivider pursuant to the drainage plan elevations shown on the Final Grading Plan (Exhibit "B") submitted with the final plat and the Nebraska Department of Environmental Quality National Pollutant Discharge Elimination System Stormwater Runoff permit. Permanent drainage structures and features not in public right-of-way shall be maintained and fully functional in accordance with Columbus City Code, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska

Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City's Municipal Storm Sewer Separation System requirements.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefore except as otherwise provided in the agreement.

SECTION III

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.
- B. Without prior written approval by the City, the developer shall not permit any sewer lines or sewers outside the present boundaries to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside of the boundaries of the Area to be Developed.
- C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- E. Notwithstanding any other provision of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Code Requirements at the time of application for the building permit, to the extent possible.

SECTION V

- A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.
- B. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

Once Recorded Return Document To: Clark J. Grant, 1464 27th Avenue, Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That **C. Ronald Lambert and Charlotte K. Lambert**, husband and wife, are the proprietors and owners of real estate of the following described real estate:

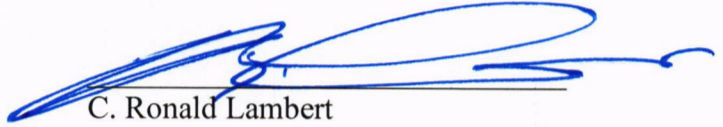
A replat of Lots 5, 6, 7, 8, 9, and 10, Lambert's Townhouse Subdivision and Lot 1, and part of Lot 2, Country Shadows 4th Subdivision all located in the NW 1/4 of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, and more particularly described as follows:

Commencing at the northwest corner of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, and assuming the north line of said NW 1/4 of the NW 1/4 to have a bearing of S 90°00'00" E; thence S 90°00'00" E and on said north line, 400.83 feet, to a point on said north line; thence S 00°00'00" W, 33.00 feet, to the northwest corner of Lot 1, Lambert's Townhouse Subdivision; thence easterly along the north line of Lots 1, 2, 3, and 4 of said Lambert's Townhouse Subdivision to the northwest corner of Lot 5 of said Lambert's Townhouse Subdivision, said northwest corner of Lot 5 being the point of beginning; thence easterly along the north line of Lots 5, 6, and 7 to the northeast corner of Lot 7, Lambert's Townhouse Subdivision; thence S 00°16'21" E, 52.79 feet; thence southeasterly on a 66.50-foot radius curve concaved northeasterly (with a cord bearing and distance of S 24°42'59" E, 55.04 feet), 56.74 feet; thence S 49°09'37" E, 72.23 feet; thence southeasterly on a 158.95-foot radius curve concaved southwesterly (with a cord bearing and distance of S 13°49'01" E, 183.90 feet) 196.10 feet; thence S 21°31'36" W, 69.49 feet; thence southwesterly on a 70.00-foot radius curve concaved northwesterly (with a cord bearing and distance of S 47°09'39" W, 60.57 feet), 62.64 feet, to the southeast corner of Lot 2, Country Shadows 4th Subdivision; thence S 72°47'42" W, 5.26 feet, on the south line of said Lot 2; thence N 35°22'03" W, 127.13 feet, to the north line of said Lot 2; thence N 71°23'12" E, 5.22 feet, to the northeast corner of said Lot 2; thence N 26°02'26" E, 69.83 feet, to the southwest corner of Lot 10, Lambert's Townhouse Subdivision; thence N 33°31'42" W, 87.71 feet; thence N 45°11'59" W, 71.69 feet; thence N 80°49'16" W, 71.05 feet; thence N 88°40'08" W, 95.37 feet, to the southwest corner of Lot 5, Lambert's Townhouse Subdivision; thence northerly along the west line of said Lot 5, to the point of beginning, containing 1.70 acres, more or less.

and have caused the above-described real estate to be laid out into lots, and easement areas belonging to such subdivision, under the name of Lambert's Townhouse 2nd Subdivision, A replat of Lots 5, 6, 7, 8, 9, and 10, Lambert's Townhouse Subdivision and Lot 1, and part of Lot 2, Country Shadows 4th Subdivision all located in the NW 1/4 of the NW 1/4 of Section 1, T17N, R1W of the 6th P.M., Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, and easements belonging to such Subdivision, a plat of which bearing date of July 18, 2018, and certified by Clyde R. Flowers Jr., registered land surveyor, is attached hereto.

Said owners hereby dedicate the easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as "Easements".

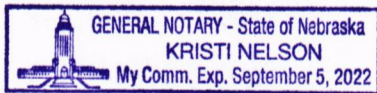
IN WITNESS WHEREOF, the Grantors named herein have executed these presents this 11th day of September, 2019.

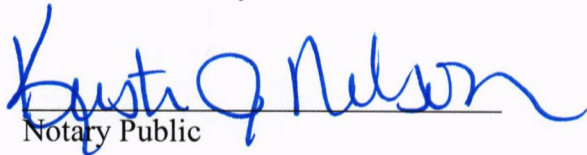

C. Ronald Lambert


Charlotte K. Lambert

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 11th day of September, 2019, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **C. Ronald Lambert and Charlotte K. Lambert**, husband and wife, to me personally known to be the identical persons described in and whose names are affixed to the foregoing instrument and acknowledged the said instrument to be their voluntary act and deed.




Notary Public

RESOLUTION NO. R19- 142

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

B-D Construction, Inc.	Police Station	\$626,009.28
Bierman Contracting Inc.	E911 Communication Center	\$ 9,500.00
Bierman Contracting Inc.	Frontier Park Restroom	\$107,451.65
Bierman Contracting Inc.	Wash Bay Expansion	\$ 85,251.86
Central Insulation & Roofing	Library/Airport Building Reroof	\$117,837.00
Eriksen Construction Co., Inc.	WWTF Phase 4 Improvements	\$621,971.66
Gehring Construction & Ready Mix, Inc.	Downtown Traffic Signal Reno	\$121,700.30

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:

B-D Construction, Inc.	Police Station	\$626,009.28
Bierman Contracting Inc.	E911 Communication Center	\$ 9,500.00
Bierman Contracting Inc.	Frontier Park Restroom	\$107,451.65
Bierman Contracting Inc.	Wash Bay Expansion	\$ 85,251.86
Central Insulation & Roofing	Library/Airport Building Reroof	\$117,837.00
Eriksen Construction Co., Inc.	WWTF Phase 4 Improvements	\$621,971.66
Gehring Construction & Ready Mix, Inc.	Downtown Traffic Signal Reno	\$121,700.30

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 _____, 2019.

MAYOR

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

Contractor's Application for Payment No.

16

	Application Period: 8-01-19-thru 8-31-19	Application Date: 8/31/2019
To (General): City of Columbus	From (Contractor): B-D Construction, Inc.	Page 1 of 4
Project:	Contract: New Columbus Police Station	
Project Number:	Contractor's Project No.: 18-014	Subcontract Number

Application For Payment Change Order Summary


Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... S 7,782,583.00
			2. Net change by Change Orders..... S
			3. Current Contract Price (Line 1 ± 2)..... S 7,782,583.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column G Total on Continuation Sheet)..... S 55,732,540.47
			5. RETAINAGE:
			a. X Work Completed..... S 3390,649.64
			b. X Stored Material..... S
			c. Total Retainage (Line 5.a + Line 5.b)..... S 3390,649.64
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... S 55,341,890.83
			7. LESS PREVIOUS BILLINGS (Line 6 from prior Application)..... S 54,715,881.55
			8. AMOUNT DUE THIS APPLICATION..... S 626,009.28
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column H Total on Continuation Sheet + Line 5.c above)..... S 52,440,692.17
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

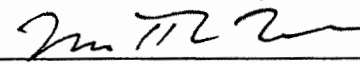
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from City of Columbus on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Chris Langan, Vice President Date: 8/30/2019

Payment of: \$ 626,009.28
(Line 8 or other - attach explanation of the other amount)

is recommended by:  9/10/2019
(Date)

B-D Construction, Inc.
2154 East 32nd Avenue; Columbus, NE 68601

Phone: 402-564-1225 / Fax: 402-564-9999
Fed ID No.: 47-0530649

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

COPY

TO OWNER:
 City of Columbus
 P.O. Box 1677
 2424 14th Street
 Columbus, NE 68602-1677

PROJECT: *E911 Communications Center*

APPLICATION NO: 7

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: *August 29, 2019*

FROM CONTRACTOR:
 Bierman Contracting, Inc.
 P.O. Box 1887
 2560 East 29th Avenue
 Columbus, NE 68601

VIA ARCHITECT:
 RVW, Inc.
 P.O. Box 495
 4118 Howard Blvd.
 Columbus, NE 68602-0495

PROJECT NOS: *BCI: 19-010*
RVW: A17 112 NE AAF 044
 CONTRACT DATE: *January 7, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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.

1. ORIGINAL CONTRACT SUM	\$	<u>898,500.00</u>
2. Net change by Change Orders	\$	<u>159,724.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,058,224.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,058,224.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>52,911.20</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>52,911.20</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,005,312.80</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>995,812.80</u>
8. CURRENT PAYMENT DUE	\$	<u>9,500.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>52,911.20</u>

CONTRACTOR:

By: *Matt Bierman*

Date: *August 29, 2019*

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this 29th Day of August, 2019



Notary Public: *Traci L. Cerny*

My Commission expires: *3-24-21*

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ *96,950.00*

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

ARCHITECT:

By: *[Signature]*

Date: *9-3-19*

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.

Traci L. Cerny 9/4/19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$159,724.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$159,724.00	\$0.00
NET CHANGES by Change Order	\$159,724.00	

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

COPY

TO OWNER:
 City of Columbus
 PO Box 1677 2424 14th Street
 Columbus, NE 68602-1677

PROJECT: *Frontier Park Restroom*

APPLICATION NO: *6.R1*

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Bierman Contracting Inc.
 PO Box 1887 2560 E 29th Ave.
 Columbus, NE 68601

VIA ARCHITECT:
 TSP, Inc.
 3906 Farnam Street
 Omaha, NE 68131

PERIOD TO: *August 30, 2019*

PROJECT NOS: *19-013*

CONTRACT FOR:

CONTRACT DATE: *February 14, 2019*

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>316,900.00</u>
2. Net change by Change Orders	\$	<u>20,795.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>337,695.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>308,308.00</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>15,415.40</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>15,415.40</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>292,892.60</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>185,440.95</u>
8. CURRENT PAYMENT DUE	\$	<u>107,451.65</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>44,802.40</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$9,455.00	\$0.00
Total approved this Month	\$11,340.00	\$0.00
TOTALS	\$20,795.00	\$0.00
NET CHANGES by Change Order	\$20,795.00	

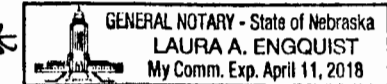
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Matt Bierman* Date: September 9, 2019

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 9th Day of September, 2019

Notary Public: *Laura A. Engquist*



My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 107,451.65

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

ARCHITECT:

By: *Laura A. Engquist* Date: 9/9/19

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.

Laura A. Engquist 9/9/19

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

COPY

TO OWNER:
 City of Columbus
 PO Box 1677
 Columbus, NE 68602-1677

PROJECT: *Wash Bay Expansion*

APPLICATION NO: *34*

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
 Blerman Contracting, Inc
 PO Box 1887
 Columbus, Ne 68602-1887

VIA ARCHITECT:
 RVW, Inc
 PO Box 495
 Columbus, NE 68602-0495

PERIOD TO: *August 30, 2019*

PROJECT NOS: *19-009*

CONTRACT FOR:

CONTRACT DATE: *December 17, 2018*

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>254,000.00</u>
2. Net change by Change Orders	\$	<u>1,901.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>255,901.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>251,128.70</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>12,556.44</u>
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>12,556.44</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>238,572.26</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>153,320.40</u>
8. CURRENT PAYMENT DUE	\$	<u>85,251.86</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 6 less Line 6)	\$	<u>17,328.74</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$1,901.00	\$0.00
TOTALS	\$1,901.00	\$0.00
NET CHANGES by Change Order	\$1,901.00	

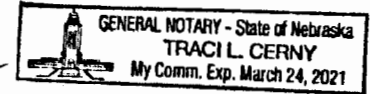
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Jason W. King* Date: September 9, 2019

State of: NEBRASKA County of: PLATTE
 Subscribed and sworn to before me this
 9th Day of September, 2019

Notary Public: *Traci L. Cerny*



My Commission expires: 3-24-21

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 85,251.86

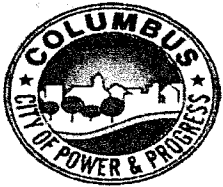
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 9-9-19

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.

Walter King 9/9/19

COPY



Contractor's Application for Payment No: 1

Application Period: From: 9-4-18 To: 9-4-19	
To (Owner): Rick Bogus - City of Columbus	From (Contractor): Central Insulation & Roofing, Inc. Via (Engineer):
Project Name: Library and Airport Administration Building Reroofing Projects 2018	
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No.:

Application For Payment

Change Order Summary				
Number	Additions	Deductions		
Change Orders Approved by Owner:			1. ORIGINAL CONTRACT PRICE.....	\$117,837.00
			2. Net change by Change Orders.....	\$.....
			3. Current Contract Price (Line 1 ± 2).....	\$..... 117,837.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$..... 117,837.00
			5. RETAINAGE: (10% of Completed Work and Stored Material)	\$..... .00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$..... 117,837.00
TOTALS	0	0	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$..... .00
NET CHANGE			8. AMOUNT DUE THIS APPLICATION.....	\$..... 117,837.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$..... .00

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: Central Insulation & Roofing
 By: Kevin R. Moore Date: 9-5-19
 Printed/Typed Name: Kevin Moore

Payment of:	\$ 117,837.00	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	<i>[Signature]</i>	9/16/19
	(Engineer)	(Date)
Payment of:	\$	
	(Line 8 or other - attach explanation of the other amount)	
is approved by:		
	(Owner)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)



COPY

Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 11	Application Period: 08/01/19 to 08/30/19

Application for Payment

Change Order Summary

Number	Date Approved	Additions	Deductions		
Change Orders Approved by Owner:				1. ORIGINAL CONTRACT PRICE	8,850,686.00
				2. Net change by Change Orders	-
				3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
				4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	5,991,612.64
TOTALS \$ - \$ -				5. RETAINAGE: (10% of Completed Work and Stored Material - See Attached)	599,161.26
NET CHANGE TO CONTRACT BY CHANGE ORDERS \$ -				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	5,392,451.38
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	4,770,479.72
				8. AMOUNT DUE THIS APPLICATION	621,971.66
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	3,458,234.62
Change Orders Approved for Allowance Modifications					
1	12/13/18	\$ 16,011.00			
2					
3					
4					
5					
TOTALS \$ 16,011.00 \$ -					
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS \$ 16,011.00					
ALLOWANCE REMAINING : \$ 83,989.00					

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: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 8/27/19

Casey Ackermann

Payment of: \$ 621,971.66 is recommended
 HDR
 By: *Amit Shrivastava* Date: 08/29/19

Payment of: \$ 621,971.66 is recommended
 City of Columbus
 By: *Casey Ackermann* Date: 9/4/19

CIP 19-223
 (501-720)

COPY

Contractor's Application for Payment No. 1

Application Period: Start to 9/6/19	Application Date: 9/6/2019
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix, Inc.
Project: Columbus Downtown Area Traffic Signal Renovations	Contract: Curb Ramps and Traffic Signals
Owner's Contract No.:	Contractor's Project No.: NA
	Engineer's Project No.: JEO 180540.00
	Engineer: JEO Consulting Group

**Application For Payment
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ 833,718.24
Number	2. Net change by Change Orders.....	\$
Additions	3. Current Contract Price (Line 1 ± 2).....	\$ 833,718.24
Deductions	4. TOTAL COMPLETED AND STORED TO DATE	
	(Column F total on Progress Estimates).....	\$ 135,222.55
	5. RETAINAGE:	
	a. 10% X \$122,433.50 Work Completed.....	\$ 12,243.35
	b. 10% X \$12,789.05 Stored Material.....	\$ 1,278.91
	c. Total Retainage (Line 5.a + Line 5.b).....	\$ 13,522.26
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 121,700.30
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
	8. AMOUNT DUE THIS APPLICATION.....	\$ 121,700.30
	9. BALANCE TO FINISH, PLUS RETAINAGE	
	(Column G total on Progress Estimates + Line 5.c above).....	\$ 712,017.95
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature Gehring Construction & Ready Mix, Inc.	
By: <i>Stephen Anderson</i>	Date: 9-6-19

Payment of: \$ 121,700.30
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Anthony [Signature]* 9/6/19
(Date)

Payment of: \$ 121,700.30
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Date)

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

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS

FROM 09/30/2018 TO 07/31/2019

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 09/30/2018	Total Debits	Total Credits	Ending Balance 07/31/2019
001	DISBURSEMENT FUND	4,127,863.28	71,477,375.25	75,605,238.53	0.00
100	GENERAL FUND	7,310,398.51	120,305,833.68	120,320,753.98	7,295,478.21
160	PLATTE CO LIBRARY SERVICE	26,480.37	171,782.92	153,836.69	44,426.60
189	PERPETUAL CARE	75,524.70	3,478.83	2,000.00	77,003.53
200	STREETS/ENGINEERING	1,887,523.10	8,130,280.88	8,995,736.59	1,022,067.39
205	AIRPORT	898,051.47	378,869.66	382,589.10	894,332.03
210	SALES TAX	9,620,039.41	10,938,694.64	12,770,940.15	7,787,793.90
211	1/2 CENT SALES TAX	0.00	48,521,973.03	34,755,303.53	13,766,669.50
220	E911	26,904.62	267,852.04	292,674.01	2,082.65
221	WIRELESS E911	(27,831.77)	146,306.00	126,096.86	(7,622.63)
225	EC-911 EQUIPMENT SHARING	(2,194.82)	22,094.00	24,280.00	(4,380.82)
240	HOUSING REHAB & LOANS	107,000.06	526,720.22	468,931.03	164,789.25
250	ECONOMIC DEVL REUSE	92,770.05	3,209.78	2,045.00	93,934.83
260	PROGRESS AND JOBS GROWTH	1,346,069.66	1,172,518.27	1,577,300.00	941,287.93
270	KENO	820,375.01	394,827.01	381,750.00	833,452.02
300	CAPITAL PROJECTS	(1,385,449.64)	1,487,832.07	102,382.43	0.00
400	DEBT SERVICE FUND	907,227.18	6,332,119.89	6,384,811.34	854,535.73
480	COMMUNITY REDEVL AUTH	(9,504.38)	115,639.97	120,232.29	(14,096.70)
500	UTILITY SERVICE	8,040,358.90	43,285,712.27	34,329,408.89	16,996,662.28
520	WATER	8,101,286.93	7,508,209.60	5,687,116.93	9,922,379.60
530	LOUP DISTRIBUTION	2,122,858.19	6,190,464.13	5,983,658.71	2,329,663.61
560	STORMWATER UTILITY	(4,111.25)	396,762.34	239,261.28	153,389.81
570	SOLID WASTE DIVISION	1,029,038.98	2,831,399.02	2,004,511.24	1,855,926.76
600	HEALTH INSURANCE	1,913,322.78	1,378,491.82	1,530,220.63	1,761,593.97
700	POLICE PENSION	57,395.74	5,282.27	4,266.04	58,411.97
710	FIRE PENSION	39,822.04	22,906.26	23,710.00	39,018.30
730	LICENSES TO SCHOOLS	0.00	14,850.00	11,335.00	3,515.00
740	LIBRARY FOUNDATION	2,066,136.86	406,487.87	0.00	2,472,624.73
745	LIBRARY ENDOWMENT	1,572,888.69	71,151.93	0.00	1,644,040.62
750	GERRARD PARK TRUST	135,497.54	12,191.65	8,725.91	138,963.28
900	GENERAL LONG TERM DEBT	3,970,000.00	0.00	3,970,000.00	0.00
999	PAYROLL CLEARING	36,046.59	13,637,716.77	13,587,719.16	86,044.20
	TOTAL - ALL FUNDS	54,901,788.80	346,159,034.07	329,846,835.32	71,213,987.55

INVOICE REGISTER REPORT FOR COLUMBUS, NE
 EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
39267	AQUA-PURE INC	09/04/2019	09/17/2019	8,818.34	8,818.34	Open	N
39285	BIERMAN CONTRACTING INC.	08/29/2019	09/17/2019	9,500.00	9,500.00	Open	N
39675	CLINT SCHUKEI, ATTORNEY	12/03/2018	09/17/2019	5,462.50	5,462.50	Open	N
39138	COLUMBUS FAMILY RESOURCE CTR	09/03/2019	09/17/2019	8,925.00	8,925.00	Open	N
39211	CORE & MAIN LP	08/29/2019	09/17/2019	5,186.00	5,186.00	Open	N
39327	ESRI	09/06/2019	09/17/2019	8,246.58	8,246.58	Open	N
39224	FRONTIER COOPERATIVE COMPANY	08/21/2019	09/17/2019	6,858.33	6,858.33	Open	N
39455	LOUP POWER DISTRICT E	09/04/2019	09/17/2019	8,951.79	8,951.79	Open	N
39473	LOUP POWER DISTRICT E	09/04/2019	09/17/2019	5,627.49	5,627.49	Open	N
39571	LOUP POWER DISTRICT E	09/04/2019	09/17/2019	8,576.98	8,576.98	Open	N
39640	LOUP POWER DISTRICT E	09/10/2019	09/17/2019	6,752.79	6,752.79	Open	N
39658	M & L INC	09/03/2019	09/17/2019	7,319.95	7,319.95	Open	N
39657	MAIL PREP ETC	09/05/2019	09/17/2019	8,371.00	8,371.00	Open	N
39931	MIDWEST SERVICE & SALES CO	09/11/2019	09/17/2019	7,694.44	7,694.44	Open	N
39659	MOTOROLA SOLUTIONS INC.	08/23/2019	09/17/2019	7,629.60	7,629.60	Open	N
39978	OVERDRIVE INC	09/11/2019	09/17/2019	5,000.00	5,000.00	Open	N
39962	SAPP BROS PETROLEUM INC	09/04/2019	09/17/2019	5,232.00	5,232.00	Open	N
40052	SECURITY EQUIPMENT INC	09/01/2019	09/17/2019	5,008.00	5,008.00	Open	N
# of Invoices:	18	# Due:	18	Totals:	129,160.79	129,160.79	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					129,160.79	129,160.79	

INVOICE REGISTER REPORT FOR COLUMBUS, NE
EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			49,741.08	49,741.08		
	200 - STREETS/ENGINEERING			9,756.09	9,756.09		
	211 - 1/2 CENT SALES TAX			9,500.00	9,500.00		
	500 - UTILITY SERVICE			19,594.01	19,594.01		
	520 - WATER			25,566.68	25,566.68		
	560 - STORMWATER UTILITY			824.65	824.65		
	570 - SOLID WASTE DIVISION			14,178.28	14,178.28		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			6,276.03	6,276.03		
	103 - COLUMBUS COMMUNITY CENTER			8,925.00	8,925.00		
	110 - POLICE			6,056.66	6,056.66		
	120 - FIRE			824.66	824.66		
	121 - RESCUE			7,629.60	7,629.60		
	130 - LIBRARY			5,000.00	5,000.00		
	145 - COMMUNITY DEVELOPMENT			824.66	824.66		
	151 - PAWNEE PLUNGE WATER PARK			8,576.98	8,576.98		
	152 - AQUATIC CENTER POOL			5,627.49	5,627.49		
	200 - STREETS			9,756.09	9,756.09		
	211 - 1/2 CENT SALES TAX			9,500.00	9,500.00		
	500 - WASTEWATER COLLECTION			4,809.56	4,809.56		
	501 - WASTEWATER TREATMENT FAC			14,784.45	14,784.45		
	520 - WATER			25,566.68	25,566.68		
	560 - STORMWATER UTILITY			824.65	824.65		
	570 - TRANSFER STATION			14,178.28	14,178.28		

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 09/17/2019	911 CUSTOM LLC INVOICE	37903	MINI JUMP STARTER	129.99	
			Total:	129.99	
			Net of 1 Invoices / 0 Checks	129.99	
02057 09/17/2019	A TO Z MESSAGING INVOICE	10010	MONTHLY FEE	105.00	
			Total:	105.00	
			Net of 1 Invoices / 0 Checks	105.00	
00116 09/17/2019	ACE HARDWARE & GARDEN CNT INVOICE	162939/5	K-9 PROGRAM SUPPLIES	21.99	
09/17/2019	INVOICE	162916/5	SUPPLIES	17.78	
09/17/2019	INVOICE	162921/5	SUPPLIES	16.02	
09/17/2019	INVOICE	162928/5	SUPPLIES	8.34	
09/17/2019	INVOICE	162950/5	SUPPLIES	2.32	
09/17/2019	INVOICE	162977/5	SUPPLIES	39.98	
09/17/2019	INVOICE	162978/5	SUPPLIES	23.43	
09/17/2019	INVOICE	162990/5	RETURN CREDIT	(39.98)	
09/17/2019	INVOICE	162991/5	SUPPLIES	39.98	
09/17/2019	INVOICE	162997/5	SUPPLIES	20.97	
09/17/2019	INVOICE	163007/5	SUPPLIES	37.16	
09/17/2019	INVOICE	163016/5	SUPPLIES	1.65	
09/17/2019	INVOICE	163017/5	SUPPLIES	11.58	
09/17/2019	INVOICE	163040/5	SUPPLIES	25.15	
09/17/2019	INVOICE	163093/5	SUPPLIES	8.58	
09/17/2019	INVOICE	163094/5	SUPPLIES	22.40	
09/17/2019	INVOICE	163123/5	SUPPLIES	54.08	
09/17/2019	INVOICE	163172/5	SUPPLIES	13.74	
09/17/2019	INVOICE	163009/5	SUPPLIES	21.10	
09/17/2019	INVOICE	163078/5	SUPPLIES	3.87	
09/17/2019	INVOICE	163159/5	PROPANE	17.56	
09/17/2019	INVOICE	163168/5	SUPPLIES	17.99	
09/17/2019	INVOICE	163171/5	SUPPLIES	7.99	
09/17/2019	INVOICE	163201/5	SUPPLIES	2.49	
09/17/2019	INVOICE	163213/5	SUPPLIES	14.98	
09/17/2019	INVOICE	163222/5	SUPPLIES	7.59	
09/17/2019	INVOICE	163226/5	SUPPLIES	0.92	
09/17/2019	INVOICE	163204/5	SUPPLIES	6.99	
09/17/2019	INVOICE	163296/5	EPOXY/HOSE	11.38	
09/17/2019	INVOICE	163260/5	OIL FILTER	15.99	
09/17/2019	INVOICE	163272-5	GREAT STUFF BIG GAP	14.00	
09/17/2019	INVOICE	163325/5	SUPPLIES	25.66	
			Total:	493.68	
			Net of 32 Invoices / 0 Checks	493.68	
03104 09/17/2019	ACE SANITATION SERVICE INVOICE	4932 AUG	AUGUST GARBAGE SERVICE	35.00	
09/17/2019	INVOICE	4931 AUG	AUGUST GARBAGE SERVICE	35.00	
09/17/2019	INVOICE	4933 AIG	AUGUST GARBAGE SERVICE	35.00	
			Total:	105.00	
			Net of 3 Invoices / 0 Checks	105.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00180	ADVANCE AUTO PARTS				
09/17/2019	INVOICE	5606924267837	EXHAUST/PIPE WRAP, HOSE CLAMPS	40.36	
09/17/2019	INVOICE	5606924067796	OIL FILTERS/AIR FILTER	65.66	
09/17/2019	INVOICE	5606923489294	OIL FILTER/AIR FILTER	11.47	
09/17/2019	INVOICE	5606923889371	LUBE	4.90	
09/17/2019	INVOICE	5606924089460	OIL FILTER/AIR FILTER	47.29	
09/17/2019	INVOICE	5606925368001	OIL, FILTER	53.26	
09/17/2019	INVOICE	5606924289580	OIL	12.87	
09/17/2019	INVOICE	5606925368012	OIL/FILTER	40.09	
09/17/2019	INVOICE	5606925289776	PARTS	61.95	
09/17/2019	INVOICE	5606925489838	OIL FILTER	7.28	
09/17/2019	INVOICE	5606925513231	BATTERY	155.99	
09/17/2019	INVOICE	5606925513232	CORE RETURN	(22.00)	
			Total:	479.12	
			Net of 12 Invoices / 0 Checks	479.12	
00102	AG SPRAY EQUIPMENT				
09/17/2019	INVOICE	163139	SPRAY TIP	7.68	
			Total:	7.68	
			Net of 1 Invoices / 0 Checks	7.68	
02304	ALPHAMEDIA USA LLC				
09/17/2019	INVOICE	08.31.2019	RADIO ADVERTISING	1,575.00	
			Total:	1,575.00	
			Net of 1 Invoices / 0 Checks	1,575.00	
00501	AMAZON				
09/17/2019	INVOICE	799539884745	MATERIALS	7.96	
09/17/2019	INVOICE	439739676765	SUPPLIES	18.42	
09/17/2019	INVOICE	887979959538	MATERIALS	19.90	
09/17/2019	INVOICE	455467683366	MATERIALS	24.99	
09/17/2019	INVOICE	959533833953	SUPPLIES	89.80	
09/17/2019	INVOICE	866994346485	MATERIALS	327.96	
09/17/2019	INVOICE	463367643883	SUPPLIES	139.32	
09/17/2019	INVOICE	463688467563	MATERIALS	62.31	
09/17/2019	INVOICE	463875359573	MATERIALS	168.31	
09/17/2019	INVOICE	737588589778	SUPPLIES	7.99	
09/17/2019	INVOICE	473668838379	MATERIALS	9.98	
09/17/2019	INVOICE	998975969364	SUPPLIES	93.38	
09/17/2019	INVOICE	465555479594	SUPPLIES	17.50	
09/17/2019	INVOICE	453999664764	MATERIALS	143.82	
09/17/2019	INVOICE	744478598434	MATERIALS	51.80	
09/17/2019	INVOICE	984975648756	MATERIALS	24.75	
09/17/2019	INVOICE	473696783873	MATERIALS	77.84	
09/17/2019	INVOICE	937469478898	MATERIALS	18.48	
09/17/2019	INVOICE	975445853574	CREDIT REFUND	(7.98)	
09/17/2019	INVOICE	596656739949	MATERIALS	34.95	
09/17/2019	INVOICE	797499439368	MATERIALS	149.99	
09/17/2019	INVOICE	448835455859	MATERIALS	36.57	
			Total:	1,518.04	
			Net of 22 Invoices / 0 Checks	1,518.04	
00133	AMERICAN LEGAL PUBLISHING CORP				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	0130052	ALS UPDATE	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
10222 09/17/2019	AMERICAN LOCKER INVOICE	87887	LOCKER KEY SUPPLIES	130.00	
			Total:	130.00	
			Net of 1 Invoices / 0 Checks	130.00	
00587 09/17/2019	AQUA-PURE INC INVOICE	COLNE 1909	MONTHLY SERVICE CONTRACT-AUGUST	8,818.34	
			Total:	8,818.34	
			Net of 1 Invoices / 0 Checks	8,818.34	
02324 09/17/2019	ASPHALT & CONCRETE INVOICE	00046005	HOT MIX	3,653.03	
			Total:	3,653.03	
			Net of 1 Invoices / 0 Checks	3,653.03	
03119 09/17/2019	B-D CONSTRUCTION INC INVOICE	16	POLICE STATION CIP19-204	626,009.28	
			Total:	626,009.28	
			Net of 1 Invoices / 0 Checks	626,009.28	
00461 09/17/2019	BEHLEN TOWING LLC INVOICE	23697	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23689	TOWING SERVICE	90.00	
09/17/2019	INVOICE	220705	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23752	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23753	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23755	TOWING SERVICE	90.00	
09/17/2019	INVOICE	22714	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23757	TOWING SERVICE	90.00	
09/17/2019	INVOICE	22715	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23763	TOWING SERVICE	90.00	
09/17/2019	INVOICE	22718	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23766	TOWING SERVICE	90.00	
09/17/2019	INVOICE	23768	TOWING SERVICE	90.00	
09/17/2019	INVOICE	22725	TOWING SERVICE	90.00	
			Total:	1,260.00	
			Net of 14 Invoices / 0 Checks	1,260.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02421 09/17/2019	BIBLIOTHECA LLC INVOICE	INV-US24296	LIBRARY MATERIALS	63.34	
			Total:	63.34	
			Net of 1 Invoices / 0 Checks	63.34	
00969 09/17/2019	BIERMAN CONTRACTING INC. INVOICE	7	E911 JOINT COMMUNICATION CENTER CIP 19-258	9,500.00	
09/17/2019	INVOICE	6	FRONTIER PARK RESTROOM CIP 19-75	107,451.65	
09/17/2019	INVOICE	4	WASH BAY ENCLOSURE CIP 19-234	85,251.86	
			Total:	202,203.51	
			Net of 3 Invoices / 0 Checks	202,203.51	
03256 09/17/2019	BLACK HILLS ENERGY INVOICE	5915354820 SEPT	NATURAL GAS	14.53	
09/17/2019	INVOICE	5317121484	NATURAL GAS	23.94	
09/17/2019	INVOICE	5156787342 SEPT	NATURAL GAS	13.51	
09/17/2019	INVOICE	7504042235 SEPT	NATURAL GAS	13.37	
09/17/2019	INVOICE	0778719898	NATURAL GAS	11.87	
09/17/2019	INVOICE	9374278277 SEPT	NATURAL GAS	15.96	
09/17/2019	INVOICE	1450579612	NATURAL GAS	15.14	
09/17/2019	INVOICE	5431518001 SEPT	NATURAL GAS	14.33	
09/17/2019	INVOICE	8429621002 SEPT	NATURAL GAS	426.58	
09/17/2019	INVOICE	6942754263 SEPT	NATURAL GAS	78.78	
09/17/2019	INVOICE	3224115318 SEPT	NATURAL GAS	14.12	
09/17/2019	INVOICE	5048915709 SEPT	NATURAL GAS	12.52	
09/17/2019	INVOICE	6310399085 SEPT	NATURAL GAS	13.71	
09/17/2019	INVOICE	8532886475 SEPT	NATURAL GAS	11.87	
09/17/2019	INVOICE	6007132948 SEPT	NATURAL GAS	26.18	
09/17/2019	INVOICE	7063372432 SEPT	NATURAL GAS	11.87	
			Total:	718.28	
			Net of 16 Invoices / 0 Checks	718.28	
01235 09/17/2019	BMI INVOICE	35865128	PHONE HOLD MUSIC	358.00	
			Total:	358.00	
			Net of 1 Invoices / 0 Checks	358.00	
00778 09/17/2019	BOBCAT OF OMAHA INVOICE	CA12111	BELT	94.05	
			Total:	94.05	
			Net of 1 Invoices / 0 Checks	94.05	
00316 09/17/2019	BOB'S U-SAVE PHARMACY INVOICE	330253	ASPIRIN	8.80	
			Total:	8.80	
			Net of 1 Invoices / 0 Checks	8.80	
00337 09/17/2019	BOMGAARS INVOICE	35525560	CONCRETE CRACK FILLER	59.97	
09/17/2019	INVOICE	35524206	REPLACEMENT NOZZLE	13.98	

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
09/17/2019	CD	BIERMAN CONTRACTING INC.		Check: GEN 45609		
AP Trx #: 75638		Check: GEN 45609	100-000-10100	FUND CASH		70,640.10
		Check: GEN 45609	100-000-20100	ACCOUNTS PAYABLE	70,640.10	
					<u>70,640.10</u>	<u>70,640.10</u>
					<u>70,640.10</u>	<u>70,640.10</u>
TOTALS:		FUND CASH	100-000-10100			70,640.10
		ACCOUNTS PAYABLE	100-000-20100		70,640.10	
			GRAND TOTAL:		<u>70,640.10</u>	<u>70,640.10</u>

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	35522310	FASTENERS/BULK BOLTS	6.02	
09/17/2019	INVOICE	35522319	BENCH GRINDER	89.99	
09/17/2019	INVOICE	35522432	COMBO KIT, CUT-OFF GRINDER TOOL, LIGHT	459.98	
09/17/2019	INVOICE	35524051	BATTERY	139.99	
09/17/2019	INVOICE	35521962	SPRINKLER, SLED, PULSA	32.99	
09/17/2019	INVOICE	35529324	BULK BOLTS	1.00	
09/17/2019	INVOICE	35525407	STEEL FLAT BAR AND GALVANIZING FINISH	40.97	
09/17/2019	INVOICE	35529179	BULK BOLTS	13.75	
Total:				858.64	
Net of 10 Invoices / 0 Checks				858.64	
00240	BOUND TREE MEDICAL LLC				
09/17/2019	INVOICE	83327127	AMBULANCE SUPPLIES	176.28	
Total:				176.28	
Net of 1 Invoices / 0 Checks				176.28	
02682	BRANTING CYNTHIA				
09/17/2019	INVOICE	091219COMM	MILEAGE/NENAAA MTG	61.48	
Total:				61.48	
Net of 1 Invoices / 0 Checks				61.48	
03018	BS&A SOFTWARE				
09/17/2019	INVOICE	125537	SOFTWARE INSTALLATION	87,990.00	
Total:				87,990.00	
Net of 1 Invoices / 0 Checks				87,990.00	
00452	BULLSEYE FIRE SPRINKLER INC				
09/17/2019	INVOICE	77089	REPACKED FIRE PUMP	1,868.52	
Total:				1,868.52	
Net of 1 Invoices / 0 Checks				1,868.52	
01209	CENTER POINT LARGE PRINT				
09/17/2019	INVOICE	1720082	MATERIALS	89.28	
Total:				89.28	
Net of 1 Invoices / 0 Checks				89.28	
00035	CENTRAL INSULATION & ROOFING				
09/17/2019	INVOICE	1	LIBRARY/AIRPORT ROOF PROJECT 2018 CIP19-65A	117,837.00	
Total:				117,837.00	
Net of 1 Invoices / 0 Checks				117,837.00	
03137	CENTRAL PARTS & MACHINE				
09/17/2019	INVOICE	2775 001-384929	SUPPLIES	121.90	
09/17/2019	INVOICE	002775 001-384363	VAC TUBING AND HYDRAULIC JACK OIL	5.41	
09/17/2019	INVOICE	013270 001-383921	HYDRAULIC HOSE AND COUPLINGS/CARTRIDGE	62.69	
09/17/2019	INVOICE	2775 001-384340	OIL	64.48	
09/17/2019	INVOICE	2827 001-384904	DUST CAP	5.76	
09/17/2019	INVOICE	2875 001-384849	SWITCH, FILTER	25.78	
09/17/2019	INVOICE	002725 001-384901	BRAKE PARTS	6.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	002775 001-385079	HYDRALIC HOSE, MEGA CRIMP COUPLINGS	48.19	
			Total:	340.89	
			Net of 8 Invoices / 0 Checks	340.89	
03138	CENTRAL SAND & GRAVEL CO				
09/17/2019	INVOICE	79295	CRUSHED CONCRETE	594.65	
09/17/2019	INVOICE	82051	FILL SAND	721.85	
			Total:	1,316.50	
			Net of 2 Invoices / 0 Checks	1,316.50	
01148	CENTURY LINK				
09/17/2019	INVOICE	SEPT 2019	SEPTEMBER 2019 MONTHLY CHARGES	994.63	
			Total:	994.63	
			Net of 1 Invoices / 0 Checks	994.63	
02811	CERTIFIED POWER INC.				
09/17/2019	INVOICE	40545088	PARTS	32.97	
09/17/2019	INVOICE	40490735	SUPPLIES	51.00	
			Total:	83.97	
			Net of 2 Invoices / 0 Checks	83.97	
00567	CITY OF COLUMBUS				
09/17/2019	INVOICE	200-21980-02 SEPT	WATER/SEWER	2,734.36	
09/17/2019	INVOICE	200-21805-00 SEPT	WATER/SEWER	151.21	
09/17/2019	INVOICE	300-44986-00 SEPT	WATER/SEWER	134.32	
09/17/2019	INVOICE	300-44985-02 SEPT	WATER/SEWER	23.91	
09/17/2019	INVOICE	200-37998-00 SEPT	WATER/SEWER	497.10	
09/17/2019	INVOICE	300-44995-00 SEPT	WATER/SEWER	91.45	
09/17/2019	INVOICE	200-28755-00 SEPT	WATER/SEWER	44.49	
09/17/2019	INVOICE	300-57933-00 SEPT	WATER/SEWER	279.11	
09/17/2019	INVOICE	300-47515-00 SEPT	WATER/SEWER	2,039.17	
09/17/2019	INVOICE	300-47518-00 SEPT	WATER/SEWER	84.26	
09/17/2019	INVOICE	300-62155-00 SEPT	WATER/SEWER	288.99	
09/17/2019	INVOICE	300-62105-00 SEPT	WATER/SEWER	52.11	
09/17/2019	INVOICE	200-39615-01 SEPT	WATER/SEWER	99.74	
09/17/2019	INVOICE	200-39560-01 SEPT	WATER/SEWER	50.98	
09/17/2019	INVOICE	100-13650-01 SEPT	WATER/SEWER	273.05	
09/17/2019	INVOICE	300-57935-00 SEPT	WATER/SEWER	4,513.45	
09/17/2019	INVOICE	300-57936-00 SEPT	WATER/SEWER	782.92	
09/17/2019	INVOICE	300-57937-00 SEPT	WATER/SEWER	325.08	
09/17/2019	INVOICE	300-44995-00 SEPT	WATER AND SEWER	91.45	
09/17/2019	INVOICE	300-45761-00 SEPT	WATER AND SEWER	27.49	
09/17/2019	INVOICE	300-54059-00 SEPT	WATER AND SEWER	393.76	
09/17/2019	INVOICE	200-21981-00 SEPT	WATER AND SEWER	337.36	
09/17/2019	INVOICE	200-41055-00 SEPT	WATER AND SEWER	25.60	
09/17/2019	INVOICE	300-61005-00 SEPT	WATER AND SEWER	675.55	
09/17/2019	INVOICE	300-47514-00 SEPT	WATER AND SEWER	359.02	
09/17/2019	INVOICE	300-47517-00 SEPT	WATER AND SEWER	1,076.20	
09/17/2019	INVOICE	400-69475-00 SEPT	WATER AND SEWER	292.18	
09/17/2019	INVOICE	400-81020-00 SEPT	WATER AND SEWER	1,009.60	
09/17/2019	INVOICE	400-65101-00 SEPT	WATER AND SEWER	95.97	
09/17/2019	INVOICE	300-49665-00 SEPT	WATER AND SEWER	299.44	
09/17/2019	INVOICE	200-39771-00 SEPT	WATER AND SEWER	70.47	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	300-50035-00	SEPT WATER AND SEWER	82.49	
09/17/2019	INVOICE	300-45762-00	SEPT WATER AND SEWER	30.88	
09/17/2019	INVOICE	300-49615.00	SEPT WATER AND SEWER	93.22	
Total:				17,426.38	
Net of 34 Invoices / 0 Checks				17,426.38	
10249	CLINT SCHUKEI, ATTORNEY				
09/17/2019	INVOICE	12.03.2018	LEGAL SERVICES	5,462.50	
Total:				5,462.50	
Net of 1 Invoices / 0 Checks				5,462.50	
00262	CLUB PROPHET SYSTEMS				
09/17/2019	INVOICE	401909011885	MONTHLY TEE SHEET	90.00	
Total:				90.00	
Net of 1 Invoices / 0 Checks				90.00	
02542	CNC REPAIR LLC				
09/17/2019	INVOICE	2738	OIL FILTER/OIL/LUBE/AIR FILTER	49.49	
09/17/2019	INVOICE	2723	OIL FILTER/OIL/AIR FILTER/WIPER BLADES	144.68	
09/17/2019	INVOICE	2725	OIL FILTER/OIL/LUBE	54.00	
09/17/2019	INVOICE	2732	OIL FILTER/OIL/LUBE	39.00	
09/17/2019	INVOICE	2735	BATTERY REMOVAL AND INSTALL	190.78	
09/17/2019	INVOICE	2752	IGNITION COIL/SPARK PLUG EXCHANGE	164.04	
09/17/2019	INVOICE	2757	WIPER BLADES	49.66	
09/17/2019	INVOICE	2772	OIL FILTER/OIL/LUBE/AIR FILTER/BULB/REAR BR	75.92	
09/17/2019	INVOICE	2775	SPARK PLUG EXCHANGE/TRANSMISION SERVICE/FLU	734.67	
09/17/2019	INVOICE	2793	OIL FILTER/OIL/LUBE/BRAKE PRAD EXCHANGE	461.19	
09/17/2019	INVOICE	2740	STARTER REMOVAL AND REPLACEMENT	301.28	
09/17/2019	INVOICE	2743	OIL FILTER/OIL/LUBE/AIR FILTER	49.49	
09/17/2019	INVOICE	2745	AC LOW SIDE VALVE/FREON/OIL	117.79	
Total:				2,431.99	
Net of 13 Invoices / 0 Checks				2,431.99	
03141	COLUMBUS COMMUNITY HOSPITAL				
09/17/2019	INVOICE	10002274-082119	SUPPLIES	664.81	
Total:				664.81	
Net of 1 Invoices / 0 Checks				664.81	
00036	COLUMBUS CUSTOM EMBROIDERY				
09/17/2019	INVOICE	E 33619	FLEECE ZIP-UP	113.00	
09/17/2019	INVOICE	E 33542	POLO SHIRTS/FLEECE ZIP-UPS	1,115.00	
Total:				1,228.00	
Net of 2 Invoices / 0 Checks				1,228.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
09/17/2019	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	8,925.00	
09/17/2019	INVOICE	09.08.2019	MONTHLY LEASE PAYMENT	352.50	
Total:				9,277.50	
Net of 2 Invoices / 0 Checks				9,277.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01374 09/17/2019	COLUMBUS MUSIC INVOICE	33031	HEADPHONES	31.45	
			Total:	31.45	
			Net of 1 Invoices / 0 Checks	31.45	
03139 09/17/2019	COLUMBUS PLUMBING COMPANY INVOICE	20231	MOVE WATER METER AND INSTALL WATER HEATER	1,183.00	
			Total:	1,183.00	
			Net of 1 Invoices / 0 Checks	1,183.00	
00127 09/17/2019	COLUMBUS SCREEN PRINTING INVOICE	032257	VESTS/ORDER #04-245-3	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
03144 09/17/2019	COLUMBUS TELEGRAM INVOICE	118-60003415 AUG	AUGUST ADVERTISING	4,246.55	
09/17/2019	INVOICE	860404	COLUMBUS DAYS	216.00	
09/17/2019	INVOICE	13603681	SEARCH BOOST	39.00	
09/17/2019	INVOICE	861824	COL FALL SPORTS 2019	168.19	
09/17/2019	INVOICE	861931	COL HUSKER SCHEUDLE 2019	65.50	
09/17/2019	INVOICE	861930	COL HUSKER SCHEDULE 2019	54.50	
09/17/2019	INVOICE	861939	COL HUSKER SCHEDULE 2019	92.50	
			Total:	4,882.24	
			Net of 7 Invoices / 0 Checks	4,882.24	
03143 09/17/2019	COLUMBUS TIRE & SERVICE INVOICE	1-6502	TIRE REPAIRS	15.00	
09/17/2019	INVOICE	1-6372	TIRE REPAIRS/PATCHES	17.00	
09/17/2019	INVOICE	1-6510	TIRE REPAIRS	15.00	
			Total:	47.00	
			Net of 3 Invoices / 0 Checks	47.00	
03145 09/17/2019	COMMUNITY INTERNET INVOICE	SSFIRE SEPT	INTERNET SERVICE	15.00	
09/17/2019	INVOICE	COLU2 SEPT	INTERNET SERVICE	15.00	
09/17/2019	INVOICE	COLU1 SEPT	INTERNET SERVICE	15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
03146 09/17/2019	CONNECTING POINT/RADIO SHACK INVOICE	6128	DVD 50-PK, FLASH DRIVES	59.97	
09/17/2019	INVOICE	6312	LEAD ACID BATTERY	45.94	
09/17/2019	INVOICE	6112	NETGEAR BATTERY REPLACEMENT	39.99	
			Total:	145.90	
			Net of 3 Invoices / 0 Checks	145.90	
01239 09/17/2019	CONNELL KAREN INVOICE	09.09.2019	MILEAGE	93.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	93.96	
			Net of 1 Invoices / 0 Checks	93.96	
01081 09/17/2019	CONSOLIDATED MANAGEMENT CO INVOICE	216976	DUSH MEALS	12.68	
			Total:	12.68	
			Net of 1 Invoices / 0 Checks	12.68	
02718 09/17/2019	CORE & MAIN LP INVOICE	L105069	SUPPLIES	5,186.00	
			Total:	5,186.00	
			Net of 1 Invoices / 0 Checks	5,186.00	
00819 09/17/2019 09/17/2019	CORNHUSKER INT'L TRUCKS, INC INVOICE INVOICE	4148188 CM4148188	ACTUATOR CORE RETURNED	994.33 (93.75)	
			Total:	900.58	
			Net of 2 Invoices / 0 Checks	900.58	
03147 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019	CORNHUSKER PUBLIC POWER DIST INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	415030006 SEPT 415030007 SEPT 415030009 415030001 SEPT 415030005 SEPT 415030008 SEPT	ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY	183.95 254.70 155.65 107.07 41.61 224.08	
			Total:	967.06	
			Net of 6 Invoices / 0 Checks	967.06	
00469 09/17/2019	CREATIVE PRODUCT SOURCING INVOICE	127600	DAREN LION AND KEEPIN' IT REAL	352.50	
			Total:	352.50	
			Net of 1 Invoices / 0 Checks	352.50	
00273 09/17/2019	CUES INVOICE	QU01986	GRANITE SOFTWARE THRU 10/18/2020	900.00	
			Total:	900.00	
			Net of 1 Invoices / 0 Checks	900.00	
03149 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019 09/17/2019	CULLIGAN OF COLUMBUS INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	236207 236311 236519 236553 236572 236315 236683 236444	7 5-GALLON WATER BOTTLES AND TRANSFPORAITOI DI REGENERATION AND TRANSPORTATION FEE COOLER EQUIPMENT CULLIGAN SOFT WATER PLAN SERVICE FOR SEPTEME POU COOLER EQUIPMENT 5 5-GALLON WATER BOTTLES AND TRANSFPORAITOI WATER COOLER RENTAL 5 GALLON BOTTLED WATER DELIVERY	57.20 324.75 13.70 45.00 30.00 41.70 137.02 41.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	691.07	
			Net of 8 Invoices / 0 Checks	691.07	
02447	CUTTING EDGE LAWN CARE SERVICE				
09/17/2019	INVOICE	1615	LAWN SERVICE - 1309 8TH STREET	283.00	
			Total:	283.00	
			Net of 1 Invoices / 0 Checks	283.00	
01539	D & K PRODUCTS				
09/17/2019	INVOICE	0498667-IN	SEED	4,440.00	
09/17/2019	INVOICE	0498668-IN	SEED	2,220.00	
09/17/2019	INVOICE	0498669-IN	SEED	1,184.00	
			Total:	7,844.00	
			Net of 3 Invoices / 0 Checks	7,844.00	
00061	DALE JOHNSON TRUCKING				
09/17/2019	INVOICE	31219	REPAIRS	3,873.42	
			Total:	3,873.42	
			Net of 1 Invoices / 0 Checks	3,873.42	
00270	DANKO EMERGENCY EQUIPMENT				
09/17/2019	INVOICE	105141	SUPPLIES FOR FIRE ACADEMY	893.00	
09/17/2019	INVOICE	105275	COATS	16,096.43	
09/17/2019	INVOICE	105368	HOODS	186.65	
			Total:	17,176.08	
			Net of 3 Invoices / 0 Checks	17,176.08	
00491	DHHS				
09/17/2019	INVOICE	090419WATER	GRADE IV COURSE-SCHOENHOFER	440.00	
			Total:	440.00	
			Net of 1 Invoices / 0 Checks	440.00	
00374	DUNBAR DOUGLAS				
09/17/2019	INVOICE	091719PRO	EXPENSES AND COMMISSIONS/CONTRACT	15,866.83	
			Total:	15,866.83	
			Net of 1 Invoices / 0 Checks	15,866.83	
00909	DYMAXION RESEARCH LTD				
09/17/2019	INVOICE	M9080239	SCHEDULING SOFTWARE THRU 8/31/2020	1,512.00	
09/17/2019	INVOICE	S9080240	SCHEDULING TRAINING	300.00	
			Total:	1,812.00	
			Net of 2 Invoices / 0 Checks	1,812.00	
03158	EAKES OFFICE SOLUTIONS				
09/17/2019	INVOICE	C7777033-0	CARTRIDGES	(296.91)	
09/17/2019	INVOICE	7861585-0	CARTRIDGES	309.92	
09/17/2019	INVOICE	C7518573-0	RETURNED CARTRIDGES	(65.97)	
09/17/2019	INVOICE	C7777033-1	RETURNED CARTRIDGE	(22.99)	
09/17/2019	INVOICE	7863730-0	PRINTER CATRIDGES	154.96	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	79.01	
			Net of 5 Invoices / 0 Checks	79.01	
00191 09/17/2019	ELECTRIC PUMP INC INVOICE	0884316-IN	PUMP/CORD	703.57	
			Total:	703.57	
			Net of 1 Invoices / 0 Checks	703.57	
03161 09/17/2019	ELECTRICAL ENGINEERING & INVOICE	6546271-00	SUPPLIES	19.54	
09/17/2019	INVOICE	6557500-00	SUPPLIES	375.10	
			Total:	394.64	
			Net of 2 Invoices / 0 Checks	394.64	
01597 09/17/2019	ELECTRONIC ENGINEERING INVOICE	120007562-1	TROUBLESHOOT MOBILE RADIO INFIRE TRUCK 44	295.00	
09/17/2019	INVOICE	855000538-1	SERVICE CALL-FORD EXPLORER #179	96.95	
09/17/2019	INVOICE	855000539-1	SERVICE CALL- UNIT 189	6.50	
			Total:	398.45	
			Net of 3 Invoices / 0 Checks	398.45	
03163 09/17/2019	ENTERPRISE ELECTRIC COLUMBUS INVOICE	1145-518232	SUPPLIES	31.50	
09/17/2019	INVOICE	1145-518442	60 F40 LAMPS	198.00	
			Total:	229.50	
			Net of 2 Invoices / 0 Checks	229.50	
01627 09/17/2019	ENVIRONMENTAL SERVICES INC INVOICE	2019-664	REMOVAL OF AFFECTED AREAS ON ROOF CIP19-165;	4,050.00	
			Total:	4,050.00	
			Net of 1 Invoices / 0 Checks	4,050.00	
00939 09/17/2019	ERIKSEN CONSTRUCTION CO INC INVOICE	11	WASTEWATER TREATMENT FACILITY PH4 19-223	621,971.66	
			Total:	621,971.66	
			Net of 1 Invoices / 0 Checks	621,971.66	
00326 09/17/2019	ESRI INVOICE	93694943	ARCGIS MAINTENANCE THRU 10/30/20	8,246.58	
			Total:	8,246.58	
			Net of 1 Invoices / 0 Checks	8,246.58	
10258 09/17/2019	ESTATE OF JULENE KUMMER INVOICE	08.28.2019	SELL BACK SPACES AT ROSELAWN	800.00	
			Total:	800.00	
			Net of 1 Invoices / 0 Checks	800.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10251 09/17/2019	FAIR MANUFACTURING, INC. INVOICE	5045	CUTTING EDGE/SKID SHOE/CHAINS	3,641.69	
			Total:	3,641.69	
			Net of 1 Invoices / 0 Checks	3,641.69	
03165 09/17/2019	FASTENAL COMPANY INVOICE	NECOL215400	SUPPLIES	144.85	
09/17/2019	INVOICE	NECOL215551	SUPPLIES	27.26	
09/17/2019	INVOICE	NECOL215830	SUPPLIES	48.61	
09/17/2019	INVOICE	215975	IDEAL SIGNS	134.50	
			Total:	355.22	
			Net of 4 Invoices / 0 Checks	355.22	
03070 09/17/2019	FBG SERVICE CORPORATION INVOICE	856717	SEPTEMBER 2019 MONTHLY CLEANING	1,442.00	
09/17/2019	INVOICE	856718	SEPTEMBER 2019 MONTHLY CLEANING	1,651.00	
			Total:	3,093.00	
			Net of 2 Invoices / 0 Checks	3,093.00	
03166 09/17/2019	FEDEX INVOICE	6-721-82877	SHIPPING CHARGES CIP19-176 & CIP19-195	43.04	
			Total:	43.04	
			Net of 1 Invoices / 0 Checks	43.04	
00242 09/17/2019	FIRST NATIONAL BANK OMAHA INVOICE	242	IOWA LIBRARY ASSOCIATION	35.00	
09/17/2019	INVOICE	18428	COVER ONE	172.90	
09/17/2019	INVOICE	100320787	EMBROIDERY ONLINE	3.99	
09/17/2019	INVOICE	080719	ORIENTAL TRADING	198.10	
09/17/2019	INVOICE	DT-7753760	IOWA LIBRARY ASSOCIATION	85.00	
09/17/2019	INVOICE	4966	COVER ONE	172.90	
09/17/2019	INVOICE	082419	CONSTANT CONTACT	66.50	
09/17/2019	INVOICE	AAAQ2HT4ACD2	DQ GIFT CARDS	30.00	
09/17/2019	INVOICE	080519	PIZZA RANCH	25.00	
09/17/2019	INVOICE	082619FIRE	CREIGHTON/EMS PERMITS	180.00	
09/17/2019	INVOICE	227862117	LODGING	256.90	
09/17/2019	INVOICE	081719FIRE	MEALS	28.98	
09/17/2019	INVOICE	081519FIRE	MEALS	12.08	
09/17/2019	INVOICE	081619FIRE	MEALS	48.49	
09/17/2019	INVOICE	081619FIRE	MEALS	49.32	
09/17/2019	INVOICE	190816	KOBZA RENTAL AGREEMENT	746.80	
09/17/2019	INVOICE	081119PARK	PARKING	80.00	
09/17/2019	INVOICE	STARY	HAZMAT CHALLENGE	309.95	
09/17/2019	INVOICE	114-9631571-636423	AMAZON-CIBORON, JOHNSON	225.62	
09/17/2019	INVOICE	082619QM	AMAZON, GALLS/HEESACKER	97.65	
09/17/2019	INVOICE	13767841	GALLS-MCCARTHY	56.69	
09/17/2019	INVOICE	13856037	GALLA/CIBORON	85.58	
09/17/2019	INVOICE	13800430	GALLS/MCCARTHY	85.58	
09/17/2019	INVOICE	111-3217573-221381	AMAZON	27.81	
09/17/2019	INVOICE	239979+	HOBBY LOBBY GC	100.00	
09/17/2019	INVOICE	IV00441381	TROUSERS-CIBORON, VELASQUES	139.06	
09/17/2019	INVOICE	112-7532887-233623	AMAZON-POLAK	107.48	
09/17/2019	INVOICE	090619POLICE	AXON/TASER BATTERIES	1,690.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	169657 RI	LASER TECHNOLOGY	106.00	
09/17/2019	INVOICE	50405	DOLLAMUR SPROT SURFACES	1,939.98	
09/17/2019	INVOICE	K-9	VELASQUEZ EXPENSES	184.19	
09/17/2019	INVOICE	080919POL	MEALS	45.36	
09/17/2019	INVOICE	BTG-IGS0074	BLUE TO GOLD REGISTRATION	235.00	
09/17/2019	INVOICE	B2G-IGS000Z	BLUE TO GOLD REGISTRATION	254.00	
09/17/2019	INVOICE	081319POLICE	BLUE TO GOLD REGISTRATION	127.00	
09/17/2019	INVOICE	BTG-IGS007J	BLUE TO GOLD REGISTRATION	235.00	
09/17/2019	INVOICE	082519POL	MEALS	77.42	
09/17/2019	INVOICE	CPDQM13-3511	TOOL EXPERTS/ZYWIEC	25.90	
09/17/2019	INVOICE	T39232910	TOKYO TREAT	191.99	
09/17/2019	INVOICE	0819POSTAGE	POSTAGE	371.70	
09/17/2019	INVOICE	111-5400569-123942	AMAZON	17.99	
09/17/2019	INVOICE	314190	WALMART	37.73	
09/17/2019	INVOICE	1BZB9Y6	CDW - PRINTER	708.61	
09/17/2019	INVOICE	13933014	GALL-SBLACK, UHL	195.80	
09/17/2019	INVOICE	1013818184	PITNEY BOWES	72.67	
09/17/2019	INVOICE	1013818183	PITNEY BOWES	98.99	
09/17/2019	INVOICE	083119AQ	AUTHORIZE.NET	27.40	
09/17/2019	INVOICE	081119	OMNI HOTEL & RESORTS	923.31	
09/17/2019	INVOICE	080819FIRE	STATS/ATLANTA GA	39.21	
Total:				11,032.63	
Net of 49 Invoices / 0 Checks				11,032.63	
03169	FISHER SCIENTIFIC				
09/17/2019	INVOICE	3379287	SUPPLIES	370.76	
Total:				370.76	
Net of 1 Invoices / 0 Checks				370.76	
00169	FRONTIER				
09/17/2019	INVOICE	308-188-0206-05239	AUGUST E911 BILLING	207.76	
09/17/2019	INVOICE	308-188-0175-091278	8/30/19 PHONE CHARGES	3,121.69	
Total:				3,329.45	
Net of 2 Invoices / 0 Checks				3,329.45	
01997	FRONTIER COOPERATIVE COMPANY				
09/17/2019	INVOICE	202369	DIESEL FUEL DELIVERY	6,858.33	
Total:				6,858.33	
Net of 1 Invoices / 0 Checks				6,858.33	
02817	FULL THROTTLE TRUCK &				
09/17/2019	INVOICE	5788	REPLACE AIR BAG	451.50	
09/17/2019	INVOICE	5812	REPLACE LIFT AXLE BAG	315.49	
09/17/2019	INVOICE	5811	REPLACE GLASS	45.00	
Total:				811.99	
Net of 3 Invoices / 0 Checks				811.99	
00459	GALE				
09/17/2019	INVOICE	67688701	MATERIALS	48.73	
09/17/2019	INVOICE	67713540	MATERIALS	28.79	
09/17/2019	INVOICE	68178139	LIBRARY MATERIALS	340.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	418.22	
			Net of 3 Invoices / 0 Checks	418.22	
01789	GAVER TIRE & AUTO CENTER INC				
09/17/2019	INVOICE	38695	TIRES	291.38	
09/17/2019	INVOICE	38923	HERCULES SUPER LUG ADV	1,540.00	
09/17/2019	INVOICE	38922	TUBE	(255.98)	
09/17/2019	INVOICE	38916	TUBE	255.98	
			Total:	1,831.38	
			Net of 4 Invoices / 0 Checks	1,831.38	
00085	GCSAA				
09/17/2019	INVOICE	09.11.2019	MEMBERSHIP DUES	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
03174	GEHRING CONSTRUCTION &				
09/17/2019	INVOICE	4 FINAL	CONCRETE PAVING IMPROVEMENTS 2019 CIP19-183	117,080.91	
09/17/2019	INVOICE	1	DOWNTOWN AREA TRAFFIC SIGNALS CIP 19-187	121,700.30	
			Total:	238,781.21	
			Net of 2 Invoices / 0 Checks	238,781.21	
00303	GENE STEFFY FORD				
09/17/2019	INVOICE	161371	PROGRAM 2 KEY FOBS	155.53	
09/17/2019	INVOICE	161250	REPLACE BATTERY 2009 FORD EXPLORER	168.24	
			Total:	323.77	
			Net of 2 Invoices / 0 Checks	323.77	
03177	GENERAL TRAFFIC CONTROLS INC				
09/17/2019	INVOICE	19664	TRAFFIC SIGNAL EQUIPMENT 33RD AVE & LOST CRI	4,435.12	
			Total:	4,435.12	
			Net of 1 Invoices / 0 Checks	4,435.12	
03178	GERHOLD CONCRETE COMPANY				
09/17/2019	INVOICE	77935	READY MIX	269.69	
09/17/2019	INVOICE	77400	READY MIX	479.75	
			Total:	749.44	
			Net of 2 Invoices / 0 Checks	749.44	
00053	GILMORE & ASSOCIATES				
09/17/2019	INVOICE	37254	3RD AVENUE WATER/SANITARY SEWER STAKING SER'	2,659.00	
09/17/2019	INVOICE	37255	3RD AVENUE ROW SERVICES FOR FRONTIER COMMUN:	338.25	
			Total:	2,997.25	
			Net of 2 Invoices / 0 Checks	2,997.25	
02075	GREAT PLAINS COMMUNICATIONS				
09/17/2019	INVOICE	996-426-0026 SEPT	INTERNET SERVICE	310.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
02709 09/17/2019	GREAT PLAINS UNIFORMS LLC INVOICE	223310	PROPPER CREIGHTON SHIRTS, PANTS, FLEECE	595.00	
			Total:	595.00	
			Net of 1 Invoices / 0 Checks	595.00	
02819 09/17/2019	GROSCH IRRIGATION CO INC. INVOICE	15370	SERVICE CALL/SPRINKLER OPTIONS	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
03182 09/17/2019	HACH COMPANY INVOICE	11620286	SUPPLIES	194.03	
			Total:	194.03	
			Net of 1 Invoices / 0 Checks	194.03	
03183 09/17/2019	HADLEY-BRAITHWAIT COMPANY INVOICE	213266	PULL TOWELS	89.90	
09/17/2019	INVOICE	214306	TOILET TISSUE	299.75	
09/17/2019	INVOICE	214309	SUPPLIES	44.85	
			Total:	434.50	
			Net of 3 Invoices / 0 Checks	434.50	
00272 09/17/2019	HAWKINS INC INVOICE	4573688	BLEACH & ALKALI	187.47	
09/17/2019	INVOICE	4572835	AZONE 15	898.80	
09/17/2019	INVOICE	4572821	AZONE 15	919.67	
			Total:	2,005.94	
			Net of 3 Invoices / 0 Checks	2,005.94	
03185 09/17/2019	HDR ENGINEERING INC INVOICE	1200212127	CITYWIDE SCHOOL AND PEDESTRIAN EVALUATION C:	13,212.40	
09/17/2019	INVOICE	1200213529	WWTF PHASE 4 CIP19-223	45,246.24	
09/17/2019	INVOICE	1200214641	N SANITARY SEWER COLL SYSTEM STUDY	4,623.70	
			Total:	63,082.34	
			Net of 3 Invoices / 0 Checks	63,082.34	
01424 09/17/2019	HEARTLAND NATURAL GAS LLC INVOICE	66877	NATURAL GAS	4.08	
09/17/2019	INVOICE	66896	NATURAL GAS	0.32	
09/17/2019	INVOICE	66876	NATURAL GAS	2.51	
09/17/2019	INVOICE	66883	NATURAL GAS	0.94	
09/17/2019	INVOICE	66886	NATURAL GAS	6.29	
09/17/2019	INVOICE	66888	NATURAL GAS	5.03	
09/17/2019	INVOICE	66895	NATURAL GAS	3.77	
09/17/2019	INVOICE	66884	NATURAL GAS	636.76	
09/17/2019	INVOICE	66881	NATURAL GAS	77.28	
09/17/2019	INVOICE	66880	NATURAL GAS	7.23	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	66894	NATURAL GAS	3.45	
09/17/2019	INVOICE	66887	NATURAL GAS	2.82	
09/17/2019	INVOICE	66879	NATURAL GAS	0.63	
09/17/2019	INVOICE	66878	NATURAL GAS	3.14	
Total:				754.25	
Net of 14 Invoices / 0 Checks				754.25	
01724	HOBBY LOBBY				
09/17/2019	INVOICE	85036966	FURNITURE/HOME DECOR	75.88	
09/17/2019	INVOICE	84892791	SUPPLIES	57.88	
Total:				133.76	
Net of 2 Invoices / 0 Checks				133.76	
00150	HOMETOWN LEASING				
09/17/2019	INVOICE	42794563 SEPT	COPIER LEASE	177.97	
Total:				177.97	
Net of 1 Invoices / 0 Checks				177.97	
00403	HOWERTER MD MARK S				
09/17/2019	INVOICE	MONTHLY	MEDICAL DIRECTOR	583.00	
Total:				583.00	
Net of 1 Invoices / 0 Checks				583.00	
10262	HUSTLER TURF EQUIPMENT INC.				
09/17/2019	INVOICE	2154671	72" MOWER - CIP 19-230	13,090.67	
Total:				13,090.67	
Net of 1 Invoices / 0 Checks				13,090.67	
03192	HY-VEE INC				
09/17/2019	INVOICE	5834170044	BOTTLED WATER	17.96	
09/17/2019	INVOICE	4807520693	ORANGE JUICE FOR FIRE TESTING APPLICANTS	1.50	
09/17/2019	INVOICE	4807520670	ASSORTED ROLLS/DONUTS FOR FIRE TESTING APPL:	15.00	
09/17/2019	INVOICE	5833968050	SUPPLIES FOR POTLOCK AND BREAKROOM	31.45	
09/17/2019	INVOICE	5835139308	18 BOX LUNCHES FOR CAD TRAINING WITH THE CO	90.00	
09/17/2019	INVOICE	5834769976	HAM AND TURKEY SNACKS	11.99	
09/17/2019	INVOICE	5835315614	LITTLE DEBBIE SNACKS	20.05	
09/17/2019	INVOICE	5835318319	SMARTIES	11.98	
09/17/2019	INVOICE	5834522384	POP	81.89	
09/17/2019	INVOICE	5833813243	TOSTADOS	19.90	
Total:				301.72	
Net of 10 Invoices / 0 Checks				301.72	
03194	INGRAM LIBRARY SERVICES, INC				
09/17/2019	INVOICE	41481390	LIBRARY MATERIALS	1,210.86	
09/17/2019	INVOICE	41541775	LIBRARY MATERIALS	79.63	
09/17/2019	INVOICE	41548541	LIBRARY MATERIALS	102.50	
09/17/2019	INVOICE	41548542	LIBRARY MATERIALS	35.99	
09/17/2019	INVOICE	41566172	LIBRARY MATERIALS	18.52	
09/17/2019	INVOICE	41586014	LIBRARY MATERIALS	171.01	
09/17/2019	INVOICE	41640518	LIBRARY MATERIALS	(7.37)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	41618747	LIBRARY MATERIALS	306.50	
09/17/2019	INVOICE	41650286	LIBRARY MATERIALS	15.63	
09/17/2019	INVOICE	41687143	LIBRARY MATERIALS	24.64	
			Total:	1,957.91	
			Net of 10 Invoices / 0 Checks	1,957.91	
02554	INTERSTATE BATTERY SYSTEM				
09/17/2019	INVOICE	210071875	BATTERY CORE	(40.00)	
			Total:	(40.00)	
			Net of 1 Invoices / 0 Checks		40.00
00335	IRON MOUNTAIN				
09/17/2019	INVOICE	4288466	04/21/2019 - 9/4/2019 SUPPORT	816.37	
			Total:	816.37	
			Net of 1 Invoices / 0 Checks	816.37	
10245	JABLONSKI, RICHARD				
09/17/2019	INVOICE	08.30.2019	NENEDD MILEAGE	161.24	
			Total:	161.24	
			Net of 1 Invoices / 0 Checks	161.24	
03199	JACKSON SERVICES INC				
09/17/2019	INVOICE	4126565	SUPPLIES	71.30	
09/17/2019	INVOICE	4144327	SUPPLIES	15.00	
09/17/2019	INVOICE	4140133	SUPPLIES	22.02	
09/17/2019	INVOICE	4144326	UNIFORMS	112.12	
09/17/2019	INVOICE	4140132	UNIFORMS	112.12	
09/17/2019	INVOICE	4140130	UNIFORMS	273.73	
09/17/2019	INVOICE	4140144	SUPPLIES	15.00	
09/17/2019	INVOICE	4144337	UNIFORMS	88.40	
09/17/2019	INVOICE	4144338	SUPPLIES	35.83	
09/17/2019	INVOICE	4140143	UNIFORMS	88.40	
09/17/2019	INVOICE	4140131	SUPPLIES	34.05	
09/17/2019	INVOICE	4144325	SUPPLIES	25.65	
09/17/2019	INVOICE	4142542	UNIFORMS	71.47	
09/17/2019	INVOICE	4144336	SUPPLIES/UNIFORMS	118.30	
09/17/2019	INVOICE	4140142	UNIFORMS	88.91	
09/17/2019	INVOICE	4142561	MATS	55.85	
09/17/2019	INVOICE	4138381	MAT	20.25	
09/17/2019	INVOICE	4138379	UNIFORMS	16.24	
09/17/2019	INVOICE	4142541	UNIFORMS	16.24	
09/17/2019	INVOICE	4143442	MATS	32.00	
09/17/2019	INVOICE	4142562	SUPPLIES	77.69	
09/17/2019	INVOICE	4147733	MATS/UNIFORMS	111.38	
09/17/2019	INVOICE	4147745	MAT SERVICE	20.25	
09/17/2019	INVOICE	4147726	MATS/CLEANING SUPPLIES	65.99	
09/17/2019	INVOICE	4144339	MATS/CLEANING SUPPLIES	71.30	
09/17/2019	INVOICE	4147756	MATS/CLEANING SUPPLIES	58.59	
09/17/2019	INVOICE	4138401	SUPPLIES	58.59	
09/17/2019	INVOICE	4124812	SUPPLIES	77.69	
09/17/2019	INVOICE	4129057	SUPPLIES	58.59	
09/17/2019	INVOICE	4147732	GARMET PLAN	16.24	
09/17/2019	INVOICE	4144324	UNIFORMS	275.73	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	4149486	SUPPLIES	34.05	
09/17/2019	INVOICE	4149487	UNIFORMS	112.12	
09/17/2019	INVOICE	4149488	SUPPLIES	66.26	
09/17/2019	INVOICE	414948	UNIFORMS	88.91	
09/17/2019	INVOICE	4149485	UNIFORMS	273.73	
Total:				2,779.99	
Net of 36 Invoices / 0 Checks				2,779.99	
00532	JEO CONSULTING GROUP INC				
09/17/2019	INVOICE	111634	STORMWATER MASTER PLAN AND MANAGEMENT PROGR:	1,965.00	
09/17/2019	INVOICE	3	GLUR PARK SPLASH PAD CIP19-74	30,000.00	
Total:				31,965.00	
Net of 2 Invoices / 0 Checks				31,965.00	
02535	JONES & BARTLETT LEARNING LLC				
09/17/2019	INVOICE	4140474	TRAINING MATERIALS	1,017.67	
09/17/2019	INVOICE	4147039	MATERIALS	562.31	
Total:				1,579.98	
Net of 2 Invoices / 0 Checks				1,579.98	
03202	KELLY SUPPLY COMPANY				
09/17/2019	INVOICE	12241829-0	SUPPLIES	30.22	
09/17/2019	INVOICE	12241946-0	SUMP PUMP/NIPPLE	157.22	
09/17/2019	INVOICE	12241934-0	PVC FLAT HOSE	119.00	
09/17/2019	INVOICE	12241888-0	SUPPLIES	113.45	
09/17/2019	INVOICE	12241829-1	SUPPLIES	3.60	
09/17/2019	INVOICE	12242139-0	SUPPLIES	1,611.60	
Total:				2,035.09	
Net of 6 Invoices / 0 Checks				2,035.09	
02616	KENDIG KEAST COLLABORATIVE				
09/17/2019	INVOICE	19519	LDO PROJECT CIP 19-8	13,533.65	
Total:				13,533.65	
Net of 1 Invoices / 0 Checks				13,533.65	
03205	KIRKHAM MICHAEL				
09/17/2019	INVOICE	90072	SRE BUILDING CIP19-195	33,829.47	
Total:				33,829.47	
Net of 1 Invoices / 0 Checks				33,829.47	
01100	KRATOCHVIL MICHAEL				
09/17/2019	INVOICE	09.06.2019	MILEAGE	33.64	
Total:				33.64	
Net of 1 Invoices / 0 Checks				33.64	
10247	LABORDE, ADAM				
09/17/2019	INVOICE	GIS-0001	GIS SUPPORT SERVICE AUG 2019	650.00	
Total:				650.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	650.00	
00012	LAKEVIEW SMALL ENGINE INC				
09/17/2019	INVOICE	041841	MUFFLER	96.46	
09/17/2019	INVOICE	041744	EXHAUST GASKET/LOCTITE SEALANT	27.43	
09/17/2019	INVOICE	041788	72" SCAG DECK CAT II REPAIRS	174.94	
09/17/2019	INVOICE	041783	GROMMET/OIL	28.60	
09/17/2019	INVOICE	041823	SPINDLE BOLT	20.40	
09/17/2019	INVOICE	041885	PARTS	159.46	
			Total:	507.29	
			Net of 6 Invoices / 0 Checks	507.29	
02236	LANGUAGE LINE SERVICES INC				
09/17/2019	INVOICE	4636996	INTERPRETATION	118.18	
			Total:	118.18	
			Net of 1 Invoices / 0 Checks	118.18	
02596	LAWSON PRODUCTS				
09/17/2019	INVOICE	9306985971	CUT-OFF WHEEL	24.12	
			Total:	24.12	
			Net of 1 Invoices / 0 Checks	24.12	
10259	LC ACTION POLICE SUPPLY				
09/17/2019	INVOICE	091119	FLIR K9 PROGRAM	2,162.00	
			Total:	2,162.00	
			Net of 1 Invoices / 0 Checks	2,162.00	
10246	LEE, JESSICA				
09/17/2019	INVOICE	09.03.2019	YOUTH SERVICE RETREAT - ASHLAND, NE	96.86	
			Total:	96.86	
			Net of 1 Invoices / 0 Checks	96.86	
00822	LINCOLN WINWATER WORKS				
09/17/2019	INVOICE	064026 01	RING & COVER PLAIN CIP 19-179	3,009.60	
			Total:	3,009.60	
			Net of 1 Invoices / 0 Checks	3,009.60	
10229	LINGO				
09/17/2019	INVOICE	12000003435	AUGUST 2019 MONTHLY CHARGES	51.64	
			Total:	51.64	
			Net of 1 Invoices / 0 Checks	51.64	
03214	LOUP POWER DISTRICT				
09/17/2019	INVOICE	400016 SEPT	ELECTRICITY	100.60	
09/17/2019	INVOICE	400046 SEPT	ELECTRICITY	59.55	
09/17/2019	INVOICE	169003 SEPT	ELECTRICITY	28.33	
09/17/2019	INVOICE	169005 SEPT	ELECTRICITY	29.19	
09/17/2019	INVOICE	169008 SEPT	ELECTRICITY	28.44	
09/17/2019	INVOICE	169009 SEPT	ELECTRICITY	28.01	

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09/17/2019	INVOICE	169010 SEPT	ELECTRICITY	25.00	
09/17/2019	INVOICE	169011 SEPT	ELECTRICITY	54.50	
09/17/2019	INVOICE	169012 SEPT	ELECTRICITY	8,951.79	
09/17/2019	INVOICE	169016 SEPT	ELECTRICITY	180.48	
09/17/2019	INVOICE	169017 SEPT	ELECTRICITY	25.00	
09/17/2019	INVOICE	169019 SEPT	ELECTRICITY	144.90	
09/17/2019	INVOICE	169020 SEPT	ELECTRICITY	9.06	
09/17/2019	INVOICE	169022 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169023 SEPT	ELECTRICITY	287.15	
09/17/2019	INVOICE	169024 SEPT	ELECTRICITY	54.06	
09/17/2019	INVOICE	169026 SEPT	ELECTRICITY	105.20	
09/17/2019	INVOICE	169027 SEPT	ELECTRICITY	9.06	
09/17/2019	INVOICE	169028 SEPT	ELECTRICITY	461.80	
09/17/2019	INVOICE	169029 SEPT	ELECTRICITY	830.69	
09/17/2019	INVOICE	169030 SEPT	ELECTRICITY	115.68	
09/17/2019	INVOICE	169031 SEPT	ELECTRICITY	52.02	
09/17/2019	INVOICE	169033 SEPT	ELECTRICITY	34.23	
09/17/2019	INVOICE	169034 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169035 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169036 SEPT	ELECTRICITY	190.59	
09/17/2019	INVOICE	169038 SEPT	ELECTRICITY	5,627.49	
09/17/2019	INVOICE	169039 SEPT	ELECTRICITY	37.36	
09/17/2019	INVOICE	169041 SEPT	ELECTRICITY	34.89	
09/17/2019	INVOICE	169042 SEPT	ELECTRICITY	656.99	
09/17/2019	INVOICE	169043 SEPT	ELECTRICITY	40.91	
09/17/2019	INVOICE	169044 SEPT	ELECTRICITY	42.42	
09/17/2019	INVOICE	169045 SEPT	ELECTRICITY	40.05	
09/17/2019	INVOICE	169046 SEPT	ELECTRICITY	66.21	
09/17/2019	INVOICE	169047 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169048 SEPT	ELECTRICITY	46.61	
09/17/2019	INVOICE	169050 SEPT	ELECTRICITY	154.10	
09/17/2019	INVOICE	169051 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169053 SEPT	ELECTRICITY	37.29	
09/17/2019	INVOICE	169055 SEPT	ELECTRICITY	26.51	
09/17/2019	INVOICE	169056 SEPT	ELECTRICITY	41.34	
09/17/2019	INVOICE	169057 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169058 SEPT	ELECTRICITY	42.52	
09/17/2019	INVOICE	169060 SEPT	ELECTRICITY	28.55	
09/17/2019	INVOICE	169061 SEPT	ELECTRICITY	34.03	
09/17/2019	INVOICE	169062 SEPT	ELECTRICITY	172.35	
09/17/2019	INVOICE	169064 SEPT	ELECTRICITY	54.99	
09/17/2019	INVOICE	169065 SEPT	ELECTRICITY	388.77	
09/17/2019	INVOICE	169066 SEPT	ELECTRICITY	47.68	
09/17/2019	INVOICE	169067 SEPT	ELECTRICITY	1,601.76	
09/17/2019	INVOICE	169068 SEPT	ELECTRICITY	1,317.76	
09/17/2019	INVOICE	169069 SEPT	ELECTRICITY	133.40	
09/17/2019	INVOICE	169071 SEPT	ELECTRICITY	4,396.30	
09/17/2019	INVOICE	169072 SEPT	ELECTRICITY	250.00	
09/17/2019	INVOICE	169073 SEPT	ELECTRICITY	39.73	
09/17/2019	INVOICE	169074 SEPT	ELECTRICITY	31.24	
09/17/2019	INVOICE	169077 SEPT	ELECTRICITY	25.65	
09/17/2019	INVOICE	169080 SEPT	ELECTRICITY	132.54	
09/17/2019	INVOICE	169081 SEPT	ELECTRICITY	37.47	
09/17/2019	INVOICE	169082 SEPT	ELECTRICITY	105.23	
09/17/2019	INVOICE	169083 SEPT	ELECTRICITY	1,402.22	
09/17/2019	INVOICE	169084 SEPT	ELECTRICITY	1,136.16	
09/17/2019	INVOICE	169085 SEPT	ELECTRICITY	1,416.60	

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09/17/2019	INVOICE	169086 SEPT	ELECTRICITY	1,531.66	
09/17/2019	INVOICE	169087 SEPT	ELECTRICITY	992.34	
09/17/2019	INVOICE	169089 SEPT	ELECTRICITY	34.89	
09/17/2019	INVOICE	169090 SEPT	ELECTRICITY	36.29	
09/17/2019	INVOICE	169091 SEPT	ELECTRICITY	56.32	
09/17/2019	INVOICE	169092 SEPT	ELECTRICITY	70.40	
09/17/2019	INVOICE	169093 SEPT	ELECTRICITY	94.83	
09/17/2019	INVOICE	169094 SEPT	ELECTRICITY	49.10	
09/17/2019	INVOICE	169096 SEPT	ELECTRICITY	1,054.92	
09/17/2019	INVOICE	169097 SEPT	ELECTRICITY	28.44	
09/17/2019	INVOICE	169098 SEPT	ELECTRICITY	31.50	
09/17/2019	INVOICE	169099 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	169107 SEPT	ELECTRICITY	73.76	
09/17/2019	INVOICE	169112 SEPT	ELECTRICITY	131.86	
09/17/2019	INVOICE	400001 SEPT	ELECTRICITY	78.33	
09/17/2019	INVOICE	400002 SEPT	ELECTRICITY	204.62	
09/17/2019	INVOICE	400003 SEPT	ELECTRICITY	424.74	
09/17/2019	INVOICE	400004 SEPT	ELECTRICITY	407.12	
09/17/2019	INVOICE	400005 SEPT	ELECTRICITY	28.01	
09/17/2019	INVOICE	400006 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	400007 SEPT	ELECTRICITY	30.16	
09/17/2019	INVOICE	400008 SEPT	ELECTRICITY	47.90	
09/17/2019	INVOICE	400009 SEPT	ELECTRICITY	53.06	
09/17/2019	INVOICE	400010 SEPT	ELECTRICITY	58.43	
09/17/2019	INVOICE	400011 SEPT	ELECTRICITY	30.16	
09/17/2019	INVOICE	400012 SEPT	ELECTRICITY	36.93	
09/17/2019	INVOICE	400013 SEPT	ELECTRICITY	38.98	
09/17/2019	INVOICE	400015 SEPT	ELECTRICITY	350.51	
09/17/2019	INVOICE	400017 SEPT	ELECTRICITY	48.44	
09/17/2019	INVOICE	400018 SEPT	ELECTRICITY	42.20	
09/17/2019	INVOICE	400019 SEPT	ELECTRICITY	31.77	
09/17/2019	INVOICE	400020 SEPT	ELECTRICITY	451.17	
09/17/2019	INVOICE	400021 SEPT	ELECTRICITY	36.22	
09/17/2019	INVOICE	400023 SEPT	ELECTRICITY	76.60	
09/17/2019	INVOICE	400024 SEPT	ELECTRICITY	28.01	
09/17/2019	INVOICE	400025 SEPT	ELECTRICITY	126.02	
09/17/2019	INVOICE	400026 SEPT	ELECTRICITY	36.61	
09/17/2019	INVOICE	400028 SEPT	ELECTRICITY	72.15	
09/17/2019	INVOICE	400029 SEPT	ELECTRICITY	99.43	
09/17/2019	INVOICE	400030 SEPT	ELECTRICITY	42.85	
09/17/2019	INVOICE	400032 SEPT	ELECTRICITY	95.50	
09/17/2019	INVOICE	400034 SEPT	ELECTRICITY	25.43	
09/17/2019	INVOICE	400036 SEPT	ELECTRICITY	882.47	
09/17/2019	INVOICE	400039 SEPT	ELECTRICITY	93.47	
09/17/2019	INVOICE	400040 SEPT	ELECTRICITY	28,832.72	
09/17/2019	INVOICE	400041 SEPT	ELECTRICITY	794.94	
09/17/2019	INVOICE	400044 SEPT	ELECTRICITY	39.32	
09/17/2019	INVOICE	400045 SEPT	ELECTRICITY	89.82	
09/17/2019	INVOICE	400047 SEPT	ELECTRICITY	328.99	
09/17/2019	INVOICE	400049 SEPT	ELECTRICITY	174.03	
09/17/2019	INVOICE	400051 SEPT	ELECTRICITY	88.00	
09/17/2019	INVOICE	400052 SEPT	ELECTRICITY	64.88	
09/17/2019	INVOICE	400054 SEPT	ELECTRICITY	25.00	
09/17/2019	INVOICE	400031 SEPT	ELECTRICITY	14.23	
09/17/2019	INVOICE	400048 SEPT	ELECTRICITY	253.05	
09/17/2019	INVOICE	169015 SEPT	ELECTRICITY	206.28	
09/17/2019	INVOICE	400064 SEPT	ELECTRICITY	1,405.73	

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09/17/2019	INVOICE	400066 SEPT	ELECTRICITY	287.67	
09/17/2019	INVOICE	400097 SEPT	ELECTRICITY	1,950.07	
09/17/2019	INVOICE	400065 SEPT	ELECTRICITY	6,752.79	
09/17/2019	INVOICE	400033 SEPT	ELECTRICITY	14.46	
09/17/2019	INVOICE	400042 SEPT	ELECTRICITY	1.40	
09/17/2019	INVOICE	400055 SEPT	ELECTRICITY	27.47	
09/17/2019	INVOICE	400057 SEPT	ELECTRICITY	76.74	
09/17/2019	INVOICE	400058 SEPT	ELECTRICITY	347.14	
09/17/2019	INVOICE	400059 SEPT	ELECTRICITY	205.14	
09/17/2019	INVOICE	400060 SEPT	ELECTRICITY	11,605.66	
09/17/2019	INVOICE	400061 SEPT	ELECTRICITY	35.86	
09/17/2019	INVOICE	400062 SEPT	ELECTRICITY	36.07	
09/17/2019	INVOICE	400063 SEPT	ELECTRICITY	47.58	
09/17/2019	INVOICE	400070 SEPT	ELECTRICITY	8,576.98	
09/17/2019	INVOICE	400071 SEPT	ELECTRICITY	60.58	
09/17/2019	INVOICE	400072 SEPT	ELECTRICITY	35.97	
09/17/2019	INVOICE	400073 SEPT	ELECTRICITY	34.46	
09/17/2019	INVOICE	400075 SEPT	ELECTRICITY	39.19	
09/17/2019	INVOICE	400076 SEPT	ELECTRICITY	35.11	
09/17/2019	INVOICE	400077 SEPT	ELECTRICITY	26.61	
09/17/2019	INVOICE	400078 SEPT	ELECTRICITY	25.22	
09/17/2019	INVOICE	400079 SEPT	ELECTRICITY	197.98	
09/17/2019	INVOICE	400080 SEPT	ELECTRICITY	141.78	
09/17/2019	INVOICE	400081 SEPT	ELECTRICITY	56.32	
09/17/2019	INVOICE	400083 SEPT	ELECTRICITY	60.48	
09/17/2019	INVOICE	400084 SEPT	ELECTRICITY	38.33	
09/17/2019	INVOICE	400087 SEPT	ELECTRICITY	1,409.24	
09/17/2019	INVOICE	400091 SEPT	ELECTRICITY	143.68	
09/17/2019	INVOICE	400092 SEPT	ELECTRICITY	32.20	
09/17/2019	INVOICE	400093 SEPT	ELECTRICITY	38.76	
09/17/2019	INVOICE	400094 SEPT	ELECTRICITY	134.79	
09/17/2019	INVOICE	400095 SEPT	ELECTRICITY	137.91	
09/17/2019	INVOICE	400096 SEPT	ELECTRICITY	735.56	
09/17/2019	INVOICE	400068 SEPT	ELECTRICITY	56.82	
09/17/2019	INVOICE	400069 SEPT	ELECTRICITY	36.61	
09/17/2019	INVOICE	400085 SEPT	ELECTRICITY	25.00	
09/17/2019	INVOICE	169014 SEPT	ELECTRICITY	940.80	
09/17/2019	INVOICE	169049 SEPT	ELECTRICITY	265.64	
09/17/2019	INVOICE	169004 SEPT	ELECTRICITY	846.32	
Total:				107,656.87	
Net of 159 Invoices / 0 Checks				107,656.87	
01806	M & L INC				
09/17/2019	INVOICE	23	YARD WASTE REMOVAL PROGRAM CONTRACT	7,319.95	
Total:				7,319.95	
Net of 1 Invoices / 0 Checks				7,319.95	
03215	M & O DOOR PRODUCTS				
09/17/2019	INVOICE	0093900-IN	SPINDLE KIT	36.00	
Total:				36.00	
Net of 1 Invoices / 0 Checks				36.00	
02806	MACQUEEN EQUIPMENT				
09/17/2019	INVOICE	P04795	SUPPLIES	277.24	

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09/17/2019	INVOICE	P04796	SWITCH	68.06	
09/17/2019	INVOICE	P04770	TUBE BROOM	355.00	
09/17/2019	INVOICE	P04771	TUBE BROOM	355.00	
09/17/2019	INVOICE	P04789	TUBE BROOM RETURNED	(393.25)	
Total:				662.05	
Net of 5 Invoices / 0 Checks				662.05	
00401	MAIL PREP ETC				
09/17/2019	INVOICE	1337	POSTAGE	8,371.00	
Total:				8,371.00	
Net of 1 Invoices / 0 Checks				8,371.00	
03217	MAILBOX				
09/17/2019	INVOICE	104564	RETURNED OB KITS	5.97	
09/17/2019	INVOICE	104496	SHIPPING	9.81	
09/17/2019	INVOICE	104522	RETURN M2'S	89.22	
09/17/2019	INVOICE	104559	SHIPPING	9.76	
09/17/2019	INVOICE	104567	SHIPPING	9.43	
09/17/2019	INVOICE	104598	SHIPPING	9.76	
09/17/2019	INVOICE	104663	SHIPPING	11.09	
09/17/2019	INVOICE	104675	SHIPPING	9.81	
Total:				154.85	
Net of 8 Invoices / 0 Checks				154.85	
02578	MARLEY'S ELECTRIC-CCE				
09/17/2019	INVOICE	10472	REPALCE BAD 200AMP BREAKER	1,200.00	
Total:				1,200.00	
Net of 1 Invoices / 0 Checks				1,200.00	
03212	MATHESON-LINWELD				
09/17/2019	INVOICE	51504387	SUPPLIES	23.56	
Total:				23.56	
Net of 1 Invoices / 0 Checks				23.56	
03220	MENARDS				
09/17/2019	INVOICE	95128	TEXTURED 2X4	43.20	
09/17/2019	INVOICE	95679	SUPPLIES	90.40	
09/17/2019	INVOICE	94635	SUPPLIES	31.69	
09/17/2019	INVOICE	96730	SUPPLIES	28.56	
09/17/2019	INVOICE	96227	SUPPLIES	75.08	
09/17/2019	INVOICE	96180	HEARING PROTECTOR	54.98	
09/17/2019	INVOICE	96636	SUPPLIES	39.72	
09/17/2019	INVOICE	96620	SUPPLIES	3.18	
09/17/2019	INVOICE	96643	SUPPLIES	79.41	
09/17/2019	INVOICE	96617	SUPPLIES	24.58	
09/17/2019	INVOICE	96038	SUPPLIES	0.97	
09/17/2019	INVOICE	96029	CONCRETE MIX	9.87	
09/17/2019	INVOICE	95774	REGISTER DEFLECTOR	3.99	
09/17/2019	INVOICE	95734	SUPPLIES	87.93	
09/17/2019	INVOICE	95955	WRECKING BARS	24.97	
09/17/2019	INVOICE	95590	SUPPLIES	162.84	

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09/17/2019	INVOICE	95512	SUPPLIES	79.97	
09/17/2019	INVOICE	95753	SUPPLIES	4.81	
09/17/2019	INVOICE	94408	SUPPLIES	38.44	
09/17/2019	INVOICE	94559	SUPPLIES	71.81	
09/17/2019	INVOICE	94630	THERMOMETER	17.94	
09/17/2019	INVOICE	94974	SUPPLIES	57.89	
09/17/2019	INVOICE	95096	SUPPLIES	73.75	
09/17/2019	INVOICE	95413	SUPPLIES	13.88	
09/17/2019	INVOICE	95419	SUPPLIES	20.97	
09/17/2019	INVOICE	95539	SUPPLIES	79.96	
09/17/2019	INVOICE	95608	AIR FILTER	32.88	
09/17/2019	INVOICE	95650	SUPPLIES	38.44	
09/17/2019	INVOICE	95677	V	84.69	
09/17/2019	INVOICE	95702	STEP STOOL	22.83	
09/17/2019	INVOICE	96920	PVC GARAGE DOOR STOP	28.76	
09/17/2019	INVOICE	96811	SUPPLIES	8.21	
09/17/2019	INVOICE	97173	DRAIN BLADDER/IRON HOLD CONTRACTOR BAGS	32.76	
09/17/2019	INVOICE	97171	SUPPLIES	54.48	
09/17/2019	INVOICE	97270	PAINT SUPPLIES FOR BATH HOUSE	178.93	
09/17/2019	INVOICE	97187	SUPPLIES	3.96	
09/17/2019	INVOICE	97290	SUPPLIES	26.16	
09/17/2019	INVOICE	97251	SUPPLIES	18.46	
09/17/2019	INVOICE	97297	SUPPLIES	16.47	
			Total:	1,767.82	
			Net of 39 Invoices / 0 Checks	1,767.82	
03222	MID-AMERICAN RESEARCH				
09/17/2019	INVOICE	0674898-IN	CHEMICALS	1,840.00	
			Total:	1,840.00	
			Net of 1 Invoices / 0 Checks	1,840.00	
01548	MIDLAND SCIENTIFIC INC				
09/17/2019	INVOICE	5965273	SUPPLIES	161.43	
			Total:	161.43	
			Net of 1 Invoices / 0 Checks	161.43	
03225	MIDWEST GLASS SERVICE INC				
09/17/2019	INVOICE	58286	SIDE MIRROR	18.00	
			Total:	18.00	
			Net of 1 Invoices / 0 Checks	18.00	
03224	MIDWEST LABORATORIES INC				
09/17/2019	INVOICE	957126	SUPPLIES	4,339.08	
			Total:	4,339.08	
			Net of 1 Invoices / 0 Checks	4,339.08	
00192	MIDWEST MACHINE & TOOL INC				
09/17/2019	INVOICE	42238	2 NEW SHAFTS	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03226	MIDWEST SERVICE & SALES CO				
09/17/2019	INVOICE	0026834	POSTS	1,562.50	
09/17/2019	INVOICE	0026889	JOYSTICK SWITCH AND HEADLIGHT KIT	1,775.00	
09/17/2019	INVOICE	0026890	DOUBLE BEVEL CURVE HEAT TREATED CARBIDES	7,694.44	
Total:				11,031.94	
Net of 3 Invoices / 0 Checks				11,031.94	
00463	MIKE'S TOWING				
09/17/2019	INVOICE	8468	TICKET #37655	90.00	
09/17/2019	INVOICE	8415	TOW #176	90.00	
09/17/2019	INVOICE	8429	TOW #19-178	90.00	
09/17/2019	INVOICE	8430	TOW #19-179	90.00	
09/17/2019	INVOICE	8523	TOW #181	90.00	
09/17/2019	INVOICE	8452	TICKET #37650	90.00	
09/17/2019	INVOICE	8456	TOW #186	90.00	
09/17/2019	INVOICE	8458	TICKET #37686	90.00	
09/17/2019	INVOICE	8469	TICKET #37001	90.00	
09/17/2019	INVOICE	8521	TOW #192	90.00	
09/17/2019	INVOICE	8526	TOW #196	220.00	
09/17/2019	INVOICE	8497	TICKET #37003	90.00	
09/17/2019	INVOICE	8525	TOW #201	90.00	
Total:				1,300.00	
Net of 13 Invoices / 0 Checks				1,300.00	
01850	MOPS DIRECTORY				
09/17/2019	INVOICE	09.11.2019	ADVERTISING	100.00	
Total:				100.00	
Net of 1 Invoices / 0 Checks				100.00	
02622	MOTOROLA SOLUTIONS INC.				
09/17/2019	INVOICE	41272630	APX 8500 ALL BAND MP MOBILE	7,629.60	
Total:				7,629.60	
Net of 1 Invoices / 0 Checks				7,629.60	
00960	MUELLER SHANE				
09/17/2019	INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
Total:				146.50	
Net of 1 Invoices / 0 Checks				146.50	
00153	MUELLER SPRINKLERS				
09/17/2019	INVOICE	9679	SUPPLIES	102.18	
Total:				102.18	
Net of 1 Invoices / 0 Checks				102.18	
00210	MUNICIPAL PIPE TOOL CO LLC				
09/17/2019	INVOICE	31119	SUPPLIES	165.97	
Total:				165.97	
Net of 1 Invoices / 0 Checks				165.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10225	NAPA AUTO PARTS OF COLUMBUS				
09/17/2019	INVOICE	670380	PICKUP TOOL	10.44	
09/17/2019	INVOICE	668623	OIL SEAL	30.39	
09/17/2019	INVOICE	670579	PARTS	43.48	
			Total:	84.31	
			Net of 3 Invoices / 0 Checks	84.31	
00572	NE DEPT OF TRANSPORTATION				
09/17/2019	INVOICE	0641583	3RD AVENUE VIADUCT & 18TH AVENUE OVERPASS C:	161,450.99	
			Total:	161,450.99	
			Net of 1 Invoices / 0 Checks	161,450.99	
00122	NEBRASKA DEPT OF ENVIRONMENTAL				
09/17/2019	INVOICE	28005	ANNUAL OPERATING FEE	500.00	
09/17/2019	INVOICE	BEHLEN	EXAM AND CERTIFICATION FEES	150.00	
09/17/2019	INVOICE	ZAKRZEWSKI	EXAM AND CERTIFICATION FEES	125.00	
			Total:	775.00	
			Net of 3 Invoices / 0 Checks	775.00	
10248	NEBRASKA FURNITURE MART				
09/17/2019	INVOICE	70316363	NEW STATION FURNITURE	27,213.67	
			Total:	27,213.67	
			Net of 1 Invoices / 0 Checks	27,213.67	
00140	NEBRASKA GOLF & TURF INC				
09/17/2019	INVOICE	56938	SPEED SENSOR SERVICE PACKAGE	258.59	
			Total:	258.59	
			Net of 1 Invoices / 0 Checks	258.59	
03233	NEBRASKA LAW ENFORCEMENT				
09/17/2019	INVOICE	8542	PATROL RIFLE INSTRUCTOR RECERTIFICATION - R	52.00	
			Total:	52.00	
			Net of 1 Invoices / 0 Checks	52.00	
00600	NEBRASKA-IOWA INDUSTRIAL				
09/17/2019	INVOICE	5916324	SUPPLIES	696.08	
			Total:	696.08	
			Net of 1 Invoices / 0 Checks	696.08	
00224	NFPA				
09/17/2019	INVOICE	7554488Y	FIRE PREVENTION	142.95	
			Total:	142.95	
			Net of 1 Invoices / 0 Checks	142.95	
00259	NIEMANN'S PORT-A-POT LLC				
09/17/2019	INVOICE	I2043	RENTAL	40.00	
			Total:	40.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	40.00	
03245 09/17/2019	NORTHEAST NEBRASKA SOLID INVOICE	08.31.2019	LANDFILL CHARGES	70,209.87	
			Total:	70,209.87	
			Net of 1 Invoices / 0 Checks	70,209.87	
03247 09/17/2019	NORTHWEST ELECTRIC LLC INVOICE	0204899	PAINT SEAL KIT ASSEMBLY	1,244.94	
			Total:	1,244.94	
			Net of 1 Invoices / 0 Checks	1,244.94	
03248 09/17/2019	NOVICKI FIRE PREVENTION SERVC	09.09.2019	FIRE EXTINGUISHER INSPECTIONS/REPAIRS	90.00	
09/17/2019	INVOICE	09.09.2019	FIRE EXTINGUISHER INSPECTIONS/REPAIRS	62.00	
09/17/2019	INVOICE	09.09.2019	FIRE EXTINGUISHER INSPECTIONS/REPAIRS	42.00	
09/17/2019	INVOICE	09.09.2019	FIRE EXTINGUISHER SERVICE AND REPAIRS	224.50	
			Total:	418.50	
			Net of 4 Invoices / 0 Checks	418.50	
00220 09/17/2019	NWEA INVOICE	101419	CERTIFICATION TRAINING/BEHLEN	350.00	
09/17/2019	INVOICE	101419	CERTIFICATION TRAINING/ZAKRZEWSKI	350.00	
			Total:	700.00	
			Net of 2 Invoices / 0 Checks	700.00	
00358 09/17/2019	OBRIST & CO INC INVOICE	5434	EQUIPMENT HAUL-CN WELDING	500.00	
09/17/2019	INVOICE	5598	48TH AVE/SHADY LK RD SEWER PROJ	30,000.00	
09/17/2019	INVOICE	5597	BORE FORCE MAIN REPAIR 33RD AVE PROJ	37,500.00	
			Total:	68,000.00	
			Net of 3 Invoices / 0 Checks	68,000.00	
03249 09/17/2019	OCCUPATIONAL HEALTH SERV INVOICE	64018	DRUG SCREENS	504.00	
09/17/2019	INVOICE	63783	DRUG SCREENS/HEPATITIS B ANTIBODY	433.00	
09/17/2019	INVOICE	63777	DRUG SCREENS/HAIR TESTING FEE	270.00	
09/17/2019	INVOICE	63797	PHYSICALS/PRE-SCREEN TESTS	985.00	
09/17/2019	INVOICE	63886	DRUG TESTING	2,528.00	
			Total:	4,720.00	
			Net of 5 Invoices / 0 Checks	4,720.00	
00874 09/17/2019	OCLC, INC INVOICE	0000682204	CATALOGING AND METADATA SUB-MONTHLY	875.79	
			Total:	875.79	
			Net of 1 Invoices / 0 Checks	875.79	
03171 09/17/2019	OFFICENET INVOICE	925270-0	SUPPLIES	14.66	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	925258-0	SUPPLIES	7.04	
09/17/2019	INVOICE	925259-0	SUPPLIES	2.39	
09/17/2019	INVOICE	925103-0	SUPPLIES	13.40	
09/17/2019	INVOICE	925387-0	SUPPLIES	584.00	
09/17/2019	INVOICE	925081-0	TONER	153.74	
09/17/2019	INVOICE	824480-0	SUPPLIES	0.89	
09/17/2019	INVOICE	919836-0	RETURN CREDIT	(3.83)	
09/17/2019	INVOICE	924584-0	SUPPLIES	23.20	
09/17/2019	INVOICE	924889-0	FOLDERS	13.40	
09/17/2019	INVOICE	924964-0	SUPPLIES	2.32	
09/17/2019	INVOICE	923268-0	CALENDARS	40.35	
09/17/2019	INVOICE	924734-0	HANGING FOLDERS	9.94	
09/17/2019	INVOICE	924856-0	SUPPLIES	19.47	
09/17/2019	INVOICE	925081-1	TONER	76.87	
09/17/2019	INVOICE	925361-0	OFFICE SUPPLIES	25.58	
09/17/2019	INVOICE	925646-0	ADDING MACHINE ROLLS	8.32	
09/17/2019	INVOICE	925647-0	RUBBERBANDS	3.56	
09/17/2019	INVOICE	925588-0	PAPER	139.42	
09/17/2019	INVOICE	925761-0	TONER	42.78	
09/17/2019	INVOICE	925588-1	PLOTTER PAPER	29.99	
Total:				1,207.49	
Net of 21 Invoices / 0 Checks				1,207.49	
02852	OLSON'S PEST TECHNICIANS				
09/17/2019	INVOICE	149840	PEST CONTROL	47.00	
09/17/2019	INVOICE	149841	PEST CONTROL	47.00	
09/17/2019	INVOICE	149843	PEST CONTROL	47.00	
09/17/2019	INVOICE	149839	PEST CONTROL	47.00	
09/17/2019	INVOICE	149838	PEST CONTROL	47.00	
Total:				235.00	
Net of 5 Invoices / 0 Checks				235.00	
01451	ONE CALL CONCEPTS INC				
09/17/2019	INVOICE	9080121	LOCATE FEES	278.20	
Total:				278.20	
Net of 1 Invoices / 0 Checks				278.20	
01307	ONE SOURCE				
09/17/2019	INVOICE	1639-20190831	BACKGROUND CHECKS	49.00	
09/17/2019	INVOICE	1639V-20190831	BACKGROUND CHECKS	645.00	
Total:				694.00	
Net of 2 Invoices / 0 Checks				694.00	
00176	O'REILLY AUTOMOTIVE INC				
09/17/2019	INVOICE	0681-411665	BATTERY	344.00	
09/17/2019	INVOICE	0681-411684	BELT	10.92	
09/17/2019	INVOICE	0681-411823	FLASHLIGHT	29.99	
09/17/2019	INVOICE	0681-411838	ELEC TAPE	16.48	
09/17/2019	INVOICE	0681-411775	LP HARDWARE	5.99	
09/17/2019	INVOICE	0681-411589	SUPPLIES/BOBCAT	58.73	
09/17/2019	INVOICE	0681-411593	SUPPLIES	26.97	
09/17/2019	INVOICE	0681-413716	MOLY GREASE	44.90	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	537.98	
			Net of 8 Invoices / 0 Checks	537.98	
02711 09/17/2019	ORENDER TAMMY S INVOICE	09.05.2019	CAHRA MEETING IN NORFOLK AND REGISTRATION	67.20	
			Total:	67.20	
			Net of 1 Invoices / 0 Checks	67.20	
01651 09/17/2019	OVERDRIVE INC INVOICE	Q1419-1019-2019	DEPOSIT FOR FUTURE CONTENT PURCHASES	5,000.00	
			Total:	5,000.00	
			Net of 1 Invoices / 0 Checks	5,000.00	
03252 09/17/2019	OVERHEAD DOOR COMPANY INVOICE	0093777-IN	CHANGED BELT AND LUBED DOOR	116.71	
			Total:	116.71	
			Net of 1 Invoices / 0 Checks	116.71	
01869 09/17/2019	PERFORMANCE PRINTING INC INVOICE	25867	BUS CARDS, LETTERHEAD, ENVELOPES, FORMS	1,032.14	
			Total:	1,032.14	
			Net of 1 Invoices / 0 Checks	1,032.14	
10252 09/17/2019	PET CARE SPECIALISTS INVOICE	389841	BOARDING FEES	43.37	
			Total:	43.37	
			Net of 1 Invoices / 0 Checks	43.37	
03258 09/17/2019 09/17/2019	PETTY CASH INVOICE INVOICE	091719CLERK 091719POLICE	PETTY CASH RECEIPTS PETTY CASH RECEIPTS	47.07 74.32	
			Total:	121.39	
			Net of 2 Invoices / 0 Checks	121.39	
00155 09/17/2019	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,022.07	
			Total:	3,022.07	
			Net of 1 Invoices / 0 Checks	3,022.07	
01077 09/17/2019 09/17/2019	PLATTE VALLEY COMMUNICATIONS INVOICE INVOICE	081900459 081419005	AIRPORT TOWER MODIFICATIONS/UPGRADES INSTALL EQUIPMENT	27,168.16 600.51	
			Total:	27,768.67	
			Net of 2 Invoices / 0 Checks	27,768.67	
03261 09/17/2019	PRESTOX INVOICE	4104340	PEST CONTROL	47.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	4104341	PEST CONTROL	45.00	
			Total:	92.00	
			Net of 2 Invoices / 0 Checks	92.00	
00575 09/17/2019	PRODUCTIVITY PLUS ACCT-TITAN INVOICE	12905293 GP	EXHAUST SYSTEM PIPE	1,083.05	
			Total:	1,083.05	
			Net of 1 Invoices / 0 Checks	1,083.05	
03094 09/17/2019	RAY ALLEN MANUFACTURING INVOICE	RINV105315	K-9 SUPPLIES	446.91	
			Total:	446.91	
			Net of 1 Invoices / 0 Checks	446.91	
03264 09/17/2019	REARDON LAWN & GARDEN INC INVOICE	508352-7685	BELTS SET	34.99	
09/17/2019	INVOICE	508352-7694	REPAIR RECOIL/SPRING	24.75	
09/17/2019	INVOICE	508352-7688	FUEL LINE/CARBOURATOR	54.99	
09/17/2019	INVOICE	508352-7697	TRIMMER HEAD	26.99	
09/17/2019	INVOICE	508352-7715	PARTS	92.29	
			Total:	234.01	
			Net of 5 Invoices / 0 Checks	234.01	
03265 09/17/2019	RECORDED BOOKS LLC INVOICE	11274117	PRODUCT RETURNED	113.80	
09/17/2019	INVOICE	76510018	LIBRARY MATERIALS	71.19	
09/17/2019	INVOICE	76510480	LIBRARY MATERIALS	161.99	
09/17/2019	INVOICE	76511152	LIBRARY MATERIALS	56.90	
09/17/2019	INVOICE	0088	RB DIGITAL STREAMING VIDEO PREPAY FUNDS	3,000.00	
			Total:	3,403.88	
			Net of 5 Invoices / 0 Checks	3,403.88	
10253 09/17/2019	REDSHAW PAINT SUPPLY, INC. INVOICE	494707	PAINT FOR SLIDES AND WATER FEATURES	191.35	
			Total:	191.35	
			Net of 1 Invoices / 0 Checks	191.35	
00161 09/17/2019	REMBOLT LUDTKE LLP INVOICE	08.31.2019	LEGAL SERVICES	1,267.50	
			Total:	1,267.50	
			Net of 1 Invoices / 0 Checks	1,267.50	
00433 09/17/2019	RICOH USA INC INVOICE	5057510209	PRINTRONIX	455.63	
			Total:	455.63	
			Net of 1 Invoices / 0 Checks	455.63	
10257	RIVERSIDE TRUCK CENTER, INC.				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	675497	EGR COOLER KIT	681.91	
			Total:	681.91	
			Net of 1 Invoices / 0 Checks	681.91	
10254 09/17/2019	RVS - DAVID CITY INVOICE	080186	BUNDLES OF LATH	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
00284 09/17/2019	S & S WILLERS INC INVOICE	08.16.2019	GRAVEL WITHOUT PEAT	565.86	
09/17/2019	INVOICE	09.03.2019	GRAVEL WITHOUT PEAT	562.50	
			Total:	1,128.36	
			Net of 2 Invoices / 0 Checks	1,128.36	
03269 09/17/2019	SACKETT ELECTRIC INVOICE	19-5911	INSTALL FIXTURES/FB FIELD PKING LIT	1,409.47	
			Total:	1,409.47	
			Net of 1 Invoices / 0 Checks	1,409.47	
02704 09/17/2019	SANDRY FIRE SUPPLY LLC INVOICE	INV-006999	TECH GEAR	822.95	
09/17/2019	INVOICE	INV-007000	TECH GEAR	810.00	
			Total:	1,632.95	
			Net of 2 Invoices / 0 Checks	1,632.95	
03270 09/17/2019	SAPP BROS COLUMBUS INC INVOICE	3189086	FUEL	42.21	
09/17/2019	INVOICE	1793220	FUEL	99.51	
09/17/2019	INVOICE	3182619	FUEL	164.44	
09/17/2019	INVOICE	2682904	FUEL	153.62	
09/17/2019	INVOICE	1797511	FUEL	130.69	
09/17/2019	INVOICE	3184885	FUEL	47.07	
			Total:	637.54	
			Net of 6 Invoices / 0 Checks	637.54	
03268 09/17/2019	SAPP BROS PETROLEUM INC INVOICE	11419372	FUEL	484.52	
09/17/2019	INVOICE	11419380	FUEL	4,671.71	
09/17/2019	INVOICE	11419381	FUEL	1,664.10	
09/17/2019	INVOICE	11419428	FULE	4,180.00	
09/17/2019	INVOICE	11419439	FUEL	3,725.49	
09/17/2019	INVOICE	11419440	FUEL	3,442.25	
09/17/2019	INVOICE	11419442	FUEL	1,047.42	
09/17/2019	INVOICE	11419946	FUEL	1,057.60	
09/17/2019	INVOICE	246942	FUEL	120.45	
09/17/2019	INVOICE	245537	FUEL	1,016.40	
09/17/2019	INVOICE	11419735	FUEL	5,232.00	
09/17/2019	INVOICE	11419464	FUEL	517.40	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	27,159.34	
			Net of 12 Invoices / 0 Checks	27,159.34	
03271 09/17/2019	SCHIEFFER SIGNS INC INVOICE	39096	VEHICLE LETTERING & STRIPING UNIT #194	325.00	
			Total:	325.00	
			Net of 1 Invoices / 0 Checks	325.00	
03274 09/17/2019 09/17/2019	SEARS COMMERCIAL ONE INVOICE INVOICE	000435 030119020946	FROST FREE UPRIGHT FREEZER MOWER	2,039.97 299.59	
			Total:	2,339.56	
			Net of 2 Invoices / 0 Checks	2,339.56	
03275 09/17/2019 09/17/2019 09/17/2019	SECURITY EQUIPMENT INC INVOICE INVOICE INVOICE	510276 13996-17-0 515136	SERVICE CALL CAMERA SYSTEM UPGRADE ADDITION TO ACCESS SYSTEM-IT DOOR	4,142.58 5,008.00 1,846.00	
			Total:	10,996.58	
			Net of 3 Invoices / 0 Checks	10,996.58	
00465 09/17/2019	SERVICEMASTER BY SHEVLIN INVOICE	6636	MONTHLY JANITORIAL SERVICE	2,085.00	
			Total:	2,085.00	
			Net of 1 Invoices / 0 Checks	2,085.00	
03276 09/17/2019 09/17/2019 09/17/2019 09/17/2019	SHERWIN-WILLIAMS CO INVOICE INVOICE INVOICE INVOICE	9675-7 9763-1 9764-9 9780-5	PAINT SUPPLIES PAINT FOR PP BATHHOUSE PAINT SPRAYER PAINT	3.19 2,080.00 1,200.00 506.20	
			Total:	3,789.39	
			Net of 4 Invoices / 0 Checks	3,789.39	
03277 09/17/2019	SIPPLE, HANSEN, EMERSON, INVOICE	09.06.2019	LEGAL SERVICES	4,208.15	
			Total:	4,208.15	
			Net of 1 Invoices / 0 Checks	4,208.15	
01394 09/17/2019 09/17/2019	SIRIUS COMPUTER SOLUTIONS INC. INVOICE INVOICE	IN 490800 IN 490546	SYMANTEC RENEWAL 09/27/2019 - 09/26/2020 PRODUCTION SUPPORT COVERAGE	2,967.64 499.10	
			Total:	3,466.74	
			Net of 2 Invoices / 0 Checks	3,466.74	
00502 09/17/2019	SOCIETY FOR HUMAN RESOURCE INVOICE	S0146094	MEMBER 173418-SH TAMMY ORENDER DUES	209.00	
			Total:	209.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	209.00	
02814	SOUTHERN CARLSON INC.				
09/17/2019	INVOICE	CB40421592	DEWALT FIBERGLASS SUPPLIES	39.39	
09/17/2019	INVOICE	CB40406854	HAMMER DRILL	249.99	
09/17/2019	INVOICE	CB40427359	GREY PNEUMATIC DRIVE	145.62	
09/17/2019	INVOICE	CB1676197002	6-TOOL COMBO KIT	517.69	
			Total:	952.69	
			Net of 4 Invoices / 0 Checks	952.69	
03278	STANLEY PETROLEUM				
09/17/2019	INVOICE	64985	STORM DAMAGE REPAIRS	724.00	
			Total:	724.00	
			Net of 1 Invoices / 0 Checks	724.00	
03280	STATE OF NEBR DEPT OF REVENUE				
09/17/2019	INVOICE	POOLS	WASTE REDUCTION AND RECYCLING FEE	25.00	
09/17/2019	INVOICE	GOLF	WASTE REDUCTION AND RECYCLING FEE	50.00	
09/17/2019	INVOICE	08.31.2019	GOLF SALES TAX	3,542.86	
09/17/2019	INVOICE	08.31.2019 POOL	POOL SALES TAX	3,931.46	
09/17/2019	INVOICE	082019UTILITY	SALES TAX	66,568.09	
09/17/2019	INVOICE	64-1345125	WASTE REDUCTION AND RECYCLING FEE RETURN	25.00	
			Total:	74,142.41	
			Net of 6 Invoices / 0 Checks	74,142.41	
00244	STERICYCLE INC				
09/17/2019	INVOICE	4008793090	MONTHLY SHARPS EXCHANGE	874.90	
			Total:	874.90	
			Net of 1 Invoices / 0 Checks	874.90	
10250	STERLING WEST, LLC				
09/17/2019	INVOICE	5180	2 ALL-STEEL SHELTERS FOR QUAIL RUN	19,300.00	
			Total:	19,300.00	
			Net of 1 Invoices / 0 Checks	19,300.00	
02183	SUNBELT RENTALS INC				
09/17/2019	INVOICE	92491938-0001	TRACK SKIDSTEER RENTAL	3,166.20	
09/17/2019	INVOICE	93422924	SMOOTH DRUM RIDE-ON ROLLER DIESEL	1,162.30	
			Total:	4,328.50	
			Net of 2 Invoices / 0 Checks	4,328.50	
00105	SUPER SAVER				
09/17/2019	INVOICE	108508	SUPPLIES	45.72	
			Total:	45.72	
			Net of 1 Invoices / 0 Checks	45.72	
03017	SYBRANT PAMELA S				
09/17/2019	INVOICE	DIS	MILEAGE/CAD CONFERENCE	231.44	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	231.44	
			Net of 1 Invoices / 0 Checks	231.44	
00110	SYSO LINCOLN				
09/17/2019	INVOICE	261591711	CREDIT ADJUSTMENT	(60.97)	
09/17/2019	INVOICE	261697840	SUPPLIES	1,689.05	
09/17/2019	INVOICE	261670350	SUPPLIES	1,829.09	
09/17/2019	INVOICE	261683426	SUPPLIES	1,635.89	
09/17/2019	INVOICE	261611696	SUPPLIES	80.60	
09/17/2019	INVOICE	261635795	SUPPLIES	40.30	
09/17/2019	INVOICE	261659796	SUPPLIES	17.54	
09/17/2019	INVOICE	261630688	SUPPLIES	80.60	
09/17/2019	INVOICE	261588188	SUPPLIES	80.60	
			Total:	5,392.70	
			Net of 9 Invoices / 0 Checks	5,392.70	
00891	T & L SERVICES				
09/17/2019	INVOICE	AIRPORT 7-19	JANITORIAL SERVICE - JUNE 2019	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
02436	TARGETS ONLINE				
09/17/2019	INVOICE	101262	RANGE TARGETS	398.72	
			Total:	398.72	
			Net of 1 Invoices / 0 Checks	398.72	
02743	TELECOMMUNICATION SYSTEMS INC.				
09/17/2019	INVOICE	04INV-000037399	MONTHLY CIRCUIT FEE	1,554.00	
			Total:	1,554.00	
			Net of 1 Invoices / 0 Checks	1,554.00	
00540	TIME WARNER CABLE				
09/17/2019	INVOICE	0000767090119	SEPTEMBER CABLE CHARGES	8.37	
			Total:	8.37	
			Net of 1 Invoices / 0 Checks	8.37	
03128	TIRE OUTLET INC				
09/17/2019	INVOICE	167752	TIRE REPAIR	25.00	
09/17/2019	INVOICE	167891	TIRES	362.00	
09/17/2019	INVOICE	167904	TIRE REPAIR	10.00	
09/17/2019	INVOICE	174516	TIRE REPAIR	30.00	
09/17/2019	INVOICE	174521	TIRE REPAIR	30.00	
09/17/2019	INVOICE	174736	TIRE REPAIR	10.00	
09/17/2019	INVOICE	174528	TIRE REPAIRS	120.00	
09/17/2019	INVOICE	174778	TIRE REPAIRS	10.00	
09/17/2019	INVOICE	174844	REPLACE TIRE ON MOWER	41.00	
09/17/2019	INVOICE	174899	TIRE REPAIR	30.00	
09/17/2019	INVOICE	175062	USED TRUCK TIRE	95.00	
09/17/2019	INVOICE	168024	8 USED TIRES, STEMS, STUD	2,464.50	
09/17/2019	INVOICE	167941	4 11RX225 IRONMAN 16PLY	1,288.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,515.50	
			Net of 13 Invoices / 0 Checks	4,515.50	
01435 09/17/2019	TM CLEANING INVOICE	178	SOUTH SIDE FIRE DEPT CLEANING - AUGUST 2019	250.00	
			Total:	250.00	
			Net of 1 Invoices / 0 Checks	250.00	
01233 09/17/2019	TOTALFUNDS INVOICE	081619POSTAGE	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
03283 09/17/2019	TRACTOR SUPPLY CREDIT PLAN INVOICE	452975	EXTREME DUTY GREASE	79.80	
09/17/2019	INVOICE	214786	SUPPLIES	90.12	
09/17/2019	INVOICE	213173	AIR COMPRESSOR	459.99	
09/17/2019	INVOICE	213529	RODENT SMOKE BOMB, ROUNDUP, AND GREASE	209.77	
09/17/2019	INVOICE	449989	TOMCAT BAIT	50.98	
09/17/2019	INVOICE	213849	WASP & HORNET SPRAY	4.99	
09/17/2019	INVOICE	450803	SUPPLIES	22.72	
			Total:	918.37	
			Net of 7 Invoices / 0 Checks	918.37	
02739 09/17/2019	TRAVELERS CL REMITTANCE CENTER INVOICE	08.27.2019	INSURANCE ADDITIONS/DELETIONS	1,745.00	
			Total:	1,745.00	
			Net of 1 Invoices / 0 Checks	1,745.00	
00232 09/17/2019	TRI COUNTY REPAIRS INVOICE	13991	BOOKMOBILE MAINTENANCE	528.44	
			Total:	528.44	
			Net of 1 Invoices / 0 Checks	528.44	
10255 09/17/2019	TRIPLE S CONSTRUCTION INVOICE	08.29.2019	K-9 KENNEL	750.00	
			Total:	750.00	
			Net of 1 Invoices / 0 Checks	750.00	
00550 09/17/2019	TRUCK CENTER COMPANIES INVOICE	205013J	WINDOW	32.68	
09/17/2019	INVOICE	204820J	CLAMP/PIPE CLAMP	39.29	
09/17/2019	INVOICE	119570S	CLUTH/IDLE DOWN REPAIRS	161.70	
09/17/2019	INVOICE	119610	TRAILER REPAIRS	4,078.47	
09/17/2019	INVOICE	MC3753	2020 FREIGHTLINER122SD	120,337.00	
			Total:	124,649.14	
			Net of 5 Invoices / 0 Checks	124,649.14	
02483	TSP INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
09/17/2019	INVOICE	0055171	FRONTIER PARK CIP19-75	618.00	
			Total:	618.00	
			Net of 1 Invoices / 0 Checks	618.00	
10260 09/17/2019	TUTOR.COM INVOICE	INV-000010452	LEARNING SUITE FOR LIBRARIES	4,925.00	
			Total:	4,925.00	
			Net of 1 Invoices / 0 Checks	4,925.00	
00349 09/17/2019	TWEET'S SPORT SHOP INVOICE	11633	TENNIS NET CENTER STRAP	132.00	
			Total:	132.00	
			Net of 1 Invoices / 0 Checks	132.00	
01413 09/17/2019	TWIN RIVERS VETERINARY CLINIC INVOICE	96231/SEPT	ANIMAL CARE	410.00	
			Total:	410.00	
			Net of 1 Invoices / 0 Checks	410.00	
03288 09/17/2019	TWOREK WELDING & REPAIR INVOICE	4233	SHARPEN BLADES	102.00	
			Total:	102.00	
			Net of 1 Invoices / 0 Checks	102.00	
00384 09/17/2019	TYPHOON WASH INVOICE	10970	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10977	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10978	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10979	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10980	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10981	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10982	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10983	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10984	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10986	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10987	VEHICLE WASH	7.50	
09/17/2019	INVOICE	10969	VEHICLE WASH	7.50	
			Total:	90.00	
			Net of 12 Invoices / 0 Checks	90.00	
00100 09/17/2019	U & I SANITATION INVOICE	8586-249	GARBAGE SERVICE	49.50	
			Total:	49.50	
			Net of 1 Invoices / 0 Checks	49.50	
01725 09/17/2019	UNION PACIFIC RAILROAD CO INVOICE	02998-20	12 INCH PVC TOE DRAIN ENCROACHMENT AND CROS:	18,400.00	
			Total:	18,400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	18,400.00	
00298	UPS STORE				
09/17/2019	INVOICE	830750522453478808	POSTAGE	403.00	
09/17/2019	INVOICE	830750520254378883	POSTAGE	16.92	
			Total:	419.92	
			Net of 2 Invoices / 0 Checks	419.92	
02341	US CELLULAR				
09/17/2019	INVOICE	0328326612	PHONE CHARGES	42.90	
			Total:	42.90	
			Net of 1 Invoices / 0 Checks	42.90	
01181	VERIZON WIRELESS				
09/17/2019	INVOICE	9836959948	CELL PHONE CHARGES	1,964.89	
09/17/2019	INVOICE	9836917329	PHONE CHARGES	1,443.30	
			Total:	3,408.19	
			Net of 2 Invoices / 0 Checks	3,408.19	
03298	VOLUNTEER FIRE DEPARTMENT				
09/17/2019	INVOICE	09.09.2019	MEALS ENGINE CO #1	224.64	
09/17/2019	INVOICE	08.31.2019	POSTAGE STAMPS	139.25	
			Total:	363.89	
			Net of 2 Invoices / 0 Checks	363.89	
10256	WAHOO HERITAGE INN				
09/17/2019	INVOICE	7340	BEHLEN/JANSSEN/MOSER	468.00	
			Total:	468.00	
			Net of 1 Invoices / 0 Checks	468.00	
03154	WASTE CONNECTIONS OF NEBRASKA				
09/17/2019	INVOICE	5410311	GARBAGE SERVICE	195.00	
			Total:	195.00	
			Net of 1 Invoices / 0 Checks	195.00	
00385	WEST POINT IMPLEMENT OF				
09/17/2019	INVOICE	I580654	REAR RIM FOR TIRE	681.11	
09/17/2019	INVOICE	I587034	DISC AND NUT	603.64	
09/17/2019	INVOICE	I587253	FILTER ELEMENT	77.47	
09/17/2019	INVOICE	I587221	FILTER/STRAINER AND INSERT	198.04	
			Total:	1,560.26	
			Net of 4 Invoices / 0 Checks	1,560.26	
03305	ZEE MEDICAL SERVICE				
09/17/2019	INVOICE	125-016004	RESTOCK MEDICINE	28.35	
			Total:	28.35	
			Net of 1 Invoices / 0 Checks	28.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00215 09/17/2019	ZIMCO SUPPLY CO INVOICE	135686	CHEMCIALS	4,497.50	
			Total:	4,497.50	
			Net of 1 Invoices / 0 Checks	4,497.50	
			invoices and 0 checks for 230 vendors:	3,130,570.62	

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
CITY OF COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Tuesday, September 3, 2019, at 7 P.M. in the City Council Chambers, 1369 25 Avenue, Columbus, Nebraska, to consider and possibly take action on a Second Supplement to the Redevelopment Plan entitled: "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" for Phase II of the WHO Development Redevelopment Project for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, Sections 18-2101, et seq., within a portion of Redevelopment Area 1, a/k/a the West 23rd Street Corridor Area, located on Lot 4 Legacy Square Subdivision, a subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska as depicted on the map of the redevelopment area, available in the office of the City Clerk at 2424 14 Street, Columbus, Nebraska, telephone number 402-562-4224. Additionally, the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review in the office of the City Clerk.

At said time and place, all interested parties may appear and be heard.

Dated this 15 day of August, 2019.

City of Columbus, Nebraska
Janelle Kline, City Clerk

Publish 08:15 and 08:22:19
One Affidavit of Publication




The City of *Columbus*

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

memorandum

DATE: August 8, 2019
TO: Planning Commission
FROM: Tara Vasicek, City Administrator 
RE: Second Supplement to the Amended Master Redevelopment Plan for a portion of lots 1 & 2, Randall 3rd, Columbus. (The Old WalMart Property)

RECOMMENDATION:

Approval of a second supplement to the redevelopment plan amendment to the "33rd Avenue and U.S. Highway 30 Redevelopment Plan" to the Mayor and City Council.

DISCUSSION:

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

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**SECOND SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:
AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(PHASE II OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City"), has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Master Redevelopment Plan"). The Master Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42, as supplemented by that certain First Amendment to the Redevelopment Plan, approved by the Mayor and City Council of the City as of July 2, 2018, via Resolution No. R18-85 (the "First Supplement"). Collectively, the Master Redevelopment Plan and First Supplement are referred to herein as the "Redevelopment Plan". A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "7". All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan. Should anything in this Supplement conflict with the terms of the Redevelopment Plan, this Supplement shall control. This Supplement shall supersede all terms pertaining to the "Retail/Restaurant" phase of the Redevelopment Plan.

The Redevelopment Plan sets forth a phased redevelopment project (the "Master Project"). The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the second phase of the Master Project. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The City will consider additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The second phase of the Redevelopment Plan shall consist of the construction of an approximately 3,000 square foot restaurant. The space will initially be occupied by a Freddy's Frozen Custard & Steamburgs restaurant. The second phase will also include exterior improvements and finishes to the building, exterior signage, interior lighting, new flooring, new HVAC and plumbing, construction of public restrooms, and approximately 42 new parking stalls (collectively, the "Project"). Who Development, LLC, or its assignee ("Redeveloper"), will undertake construction of the Project.

As provided within the Redevelopment Plan and this Supplement, Redeveloper and the Community Development Agency of the City of Columbus, Nebraska (the "CDA"), anticipate the use of TIF for the Project. The Project would not proceed but for the use of TIF because:

1. According to Redeveloper, the costs of the building, cost of land, new exterior façade, interior bathrooms, walls, lighting, HVAC, electrical, etc. is expected to be significantly greater than the as-completed fair market value of the retail space, in the absence of TIF.

2. This Project is one phase of the overall Master Project, and the initial infrastructure for all of the phases could not be completed without TIF. Without the assistance of TIF for this Project and other phases of the Master Project, Redeveloper (or its assignees) would not be able to proceed with the substantial site improvements and infrastructure improvements that are required within the Redevelopment Area.
3. Redeveloper has entered into a contract to sell the Project Site (defined below) to TR Hospitality Group, LLC, contingent upon the approval of the Project to assist with the TIF-eligible costs associated with and allocated to this Project, including but not limited to the site grading/dirt work, public access drives, utility and detention improvements, and an allocated portion of the fair value of the site acquisition price that will not be paid by the purchase price. Redeveloper is only able to convey the project site contingent upon the availability of TIF to pay for these costs.
4. According to Redeveloper, no buyer or restaurant operator would be able to make a reasonable return on investment without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Accordingly, the Project would not be economically feasible without the use of TIF and the Project would not occur in the Redevelopment Area without the use of TIF.

A. The Redevelopment Area

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Master Redevelopment Plan. The Project is located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard and in need of redevelopment.

B. The Project Site

The project site for the Project is set forth in Exhibit "1" (the "Project Site").

C. Conformance with Comprehensive Plan

Paragraph A of the Redevelopment Plan sets forth an analysis of the Project's conformance with the City's Comprehensive Plan.

D. The Project

Redevelopment of the Project Site pursuant to this Supplement will eliminate the blighted and substandard conditions on the Project Site and will further the purposes of the Nebraska Community Development Law, Nebraska Revised Statutes Sections 18-2101 et seq. (the "Act"), in conformity with the Redevelopment Plan and the City's Comprehensive Plan. Additionally, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

Redeveloper intends to complete the following private and public improvements as part of the Project:

1. Project Description and Implementation

The Project involves the construction of an approximately 3,000 square foot restaurant. Redeveloper intends to initially lease the space to Freddy's Frozen Custard & Steakburgers restaurant. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Construction of building;
- Improvements to exterior finishes;
- Construction of exterior signage;
- Installation of interior lighting;
- Installation of flooring;
- HVAC and plumbing improvements;
- Construction of public restrooms; and
- Creation of approximately 42 new parking stalls.

A site plan for the Project is attached hereto as Exhibit "2" and incorporated herein by this reference. Redeveloper estimates that the total cost of the Project (both public and private improvements) will be \$3,351,000, including furniture, fixtures and equipment. The estimated costs related to the Project are attached hereto and incorporated herein as Exhibit "3".

Redeveloper intends to begin construction on the Project upon approval of this Supplement. Construction is scheduled to conclude by May 1, 2020. No businesses or residents will be displaced as a result of the Project.

2. The Public Improvements

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act. The anticipated costs of the Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, site work, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4".

The TIF-eligible costs of the Project provided under Exhibit "4" are estimates and preliminary projections. Final costs shall be determined upon receipt of bids for work and subsequent invoicing. Redeveloper will certify the final costs to the CDA upon completion of the TIF-eligible improvements associated with the Project.

As provided in the Redevelopment Plan, the improvements listed as TIF-eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the

implementation of redevelopment agreements for subsequent phases. The TIF-eligible improvements included as part of the Project may be reasonably allocated between the various phases of the Project and the TIF revenues generated from each phase of the Master Project may be used to assist with the payment of the eligible expenses of the entire Project; provided there is no duplication of costs.

The Project will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

E. Implementation and Financing of the Projects

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

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

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

Based upon the 2019 assessed value of \$87,175 for the Project Site and a post-redevelopment valuation of \$1,200,000 for the Project, Redeveloper and the CDA estimate that the Project will generate post-redevelopment annual TIF Revenues of approximately \$21,193. This equates to total estimated TIF Revenues of \$317,895 over the course of fifteen years. Of the estimated \$317,895 in TIF Revenues, the CDA and Redeveloper contemplate issuance of TIF bond or note (“TIF Indebtedness”) not to exceed \$215,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Project. As shown on Exhibit 4, the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Project is \$3,351,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Redeveloper and the Agency anticipate that upon approval of the Plan and redevelopment contract, Redeveloper will sell the Project Site and assign all obligations for construction of the Project under the redevelopment contract to TR Hospitality Group, LLC, but retain the TIF Indebtedness.

F. Statutory Elements

As detailed above, the Project contemplates the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

G. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Project is attached hereto and incorporated herein as Exhibit "6".

**EXHIBIT “1”
Project Site**

Legal Description:

LOT 4 LEGACY SQUARE SUBDIVISION A SUBDIVISION OF LOTS 1 & 2 BLOCK A
RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

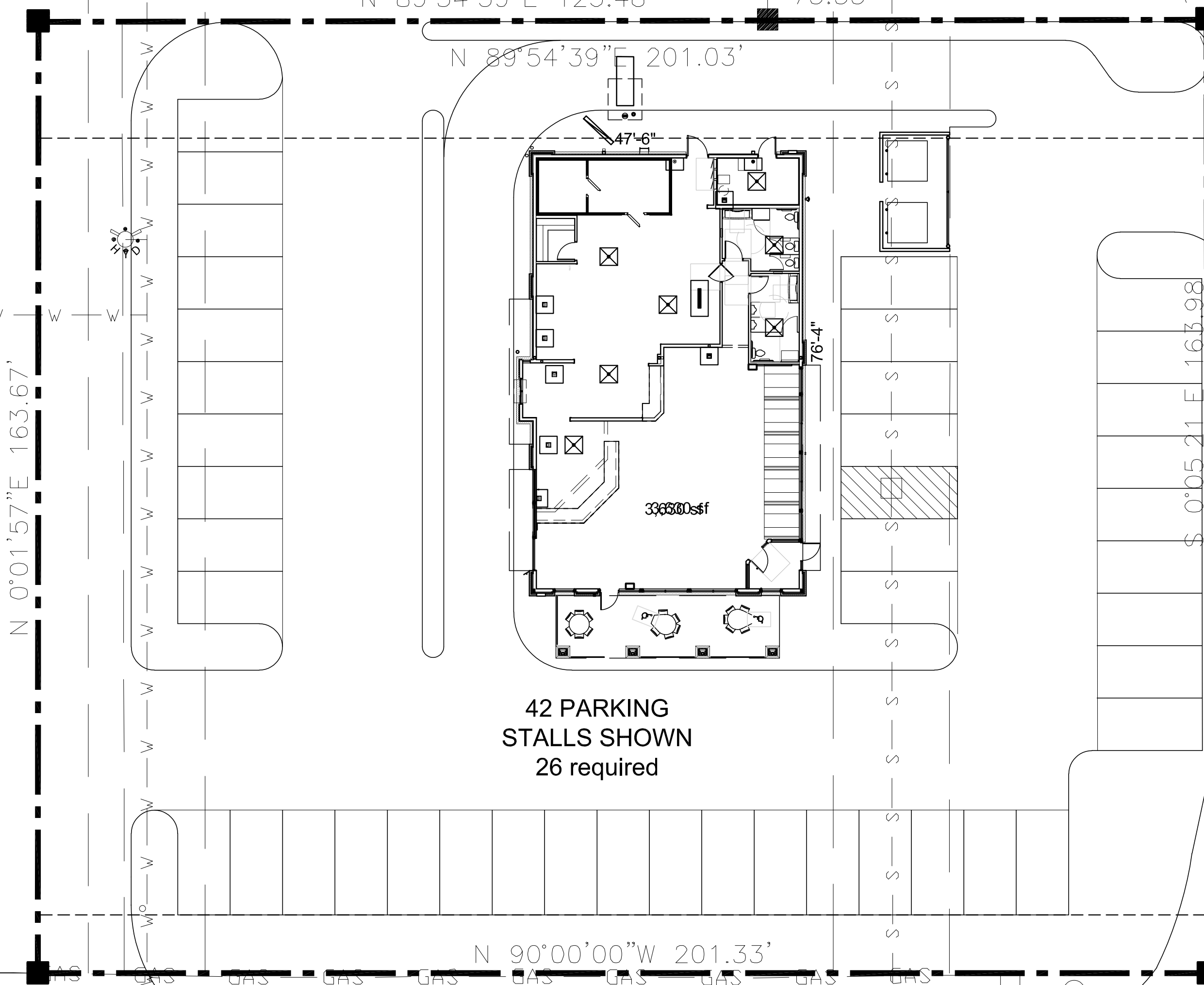
**EXHIBIT “2”
Project Site Plan**

[See attached]

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

FOR DISPLAY

1.46 ACRE



42 PARKING STALLS SHOWN
26 required

33680sf

23rd Street / HWY 81

A4 SITE PLAN OPTION 3
SCALE: 1/16"=1'-0"

PROGRESS PRINT
02.07.19
11 x 17 = 1/2 scale

SITE PLAN OPTION 3

plan4
ARCHITECTURE
900 east first st. ste b, mcperson kansas 620.241.4353
www.plan4arch.com

23rd Street
Columbus, NE

Contract Date	
Rev No. 1	
Rev No. 2	
Rev No. 3	
Rev No. 4	
Rev No. 5	
Rev No. 6	
Project Number:	19.04
DWG File	BASE SITE
Designed By:	plan4
Drawn By:	CJH
Approved By:	plan4
Date:	

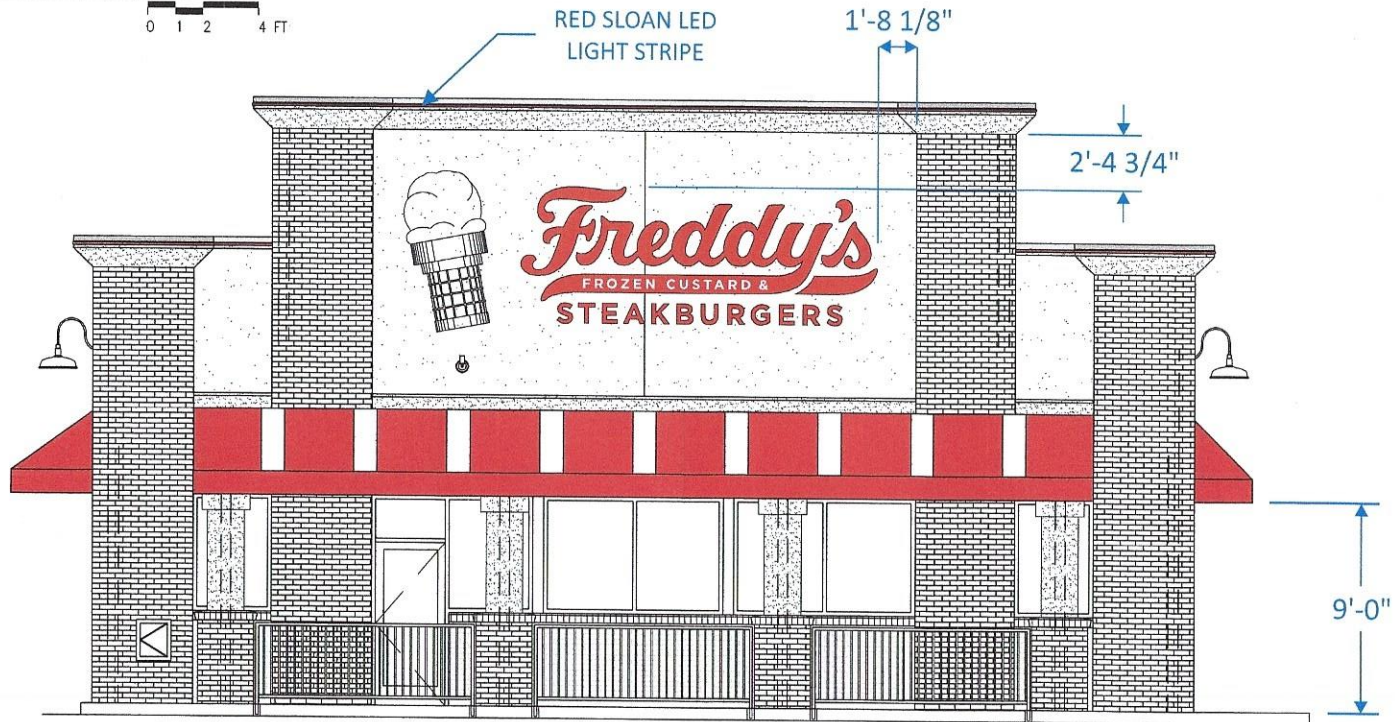
DISCLAIMER:
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SHEET NUMBER
AS100

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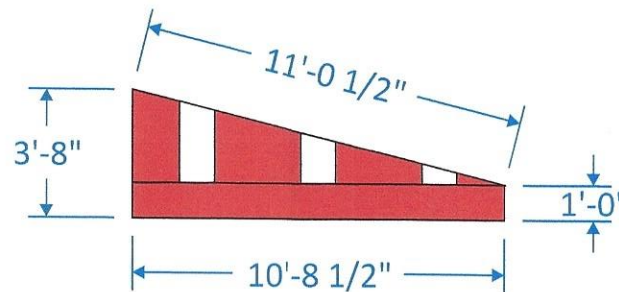
SOUTH ELEVATION

SCALE: 1/8" = 1'



LOGO CHANNEL LETTERS

SCALE: 3/16" = 1'



AWNINING DETAIL

SCALE: 3/16" = 1'

APPROXIMATE LENGTH:
38'-10"



RON'S SIGN COMPANY
1329 S. Handley St.
Wichita, KS 67213
Phone: 1.316.267.8914
Fax: 1.316.267.0811

JOB #: #
DATE: 01.24.18
DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

1.0

EAST ELEVATION

SCALE: 1" = 10'



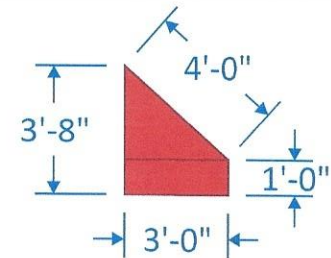
ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



APPROXIMATE LENGTH:
35'-3"

AWNINING DETAIL

SCALE: 3/16" = 1'



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Phone: 1.316.267.8914
Fax: 1.316.267.0811

JOB #: #
DATE: 01.24.18
DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

2.0

WEST ELEVATION

SCALE: 1" = 10'



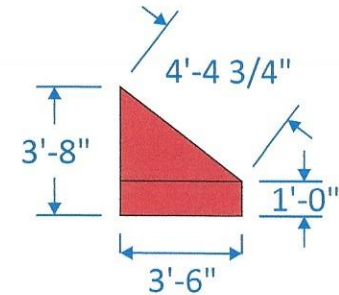
ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



UNDER "TURTLE SUNDAES"

APPROXIMATE LENGTH:
25'-0"

UNDER LOGO SIGN

APPROXIMATE LENGTH:
17'-4"

AWNING DETAIL

SCALE: 3/16" = 1'



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DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

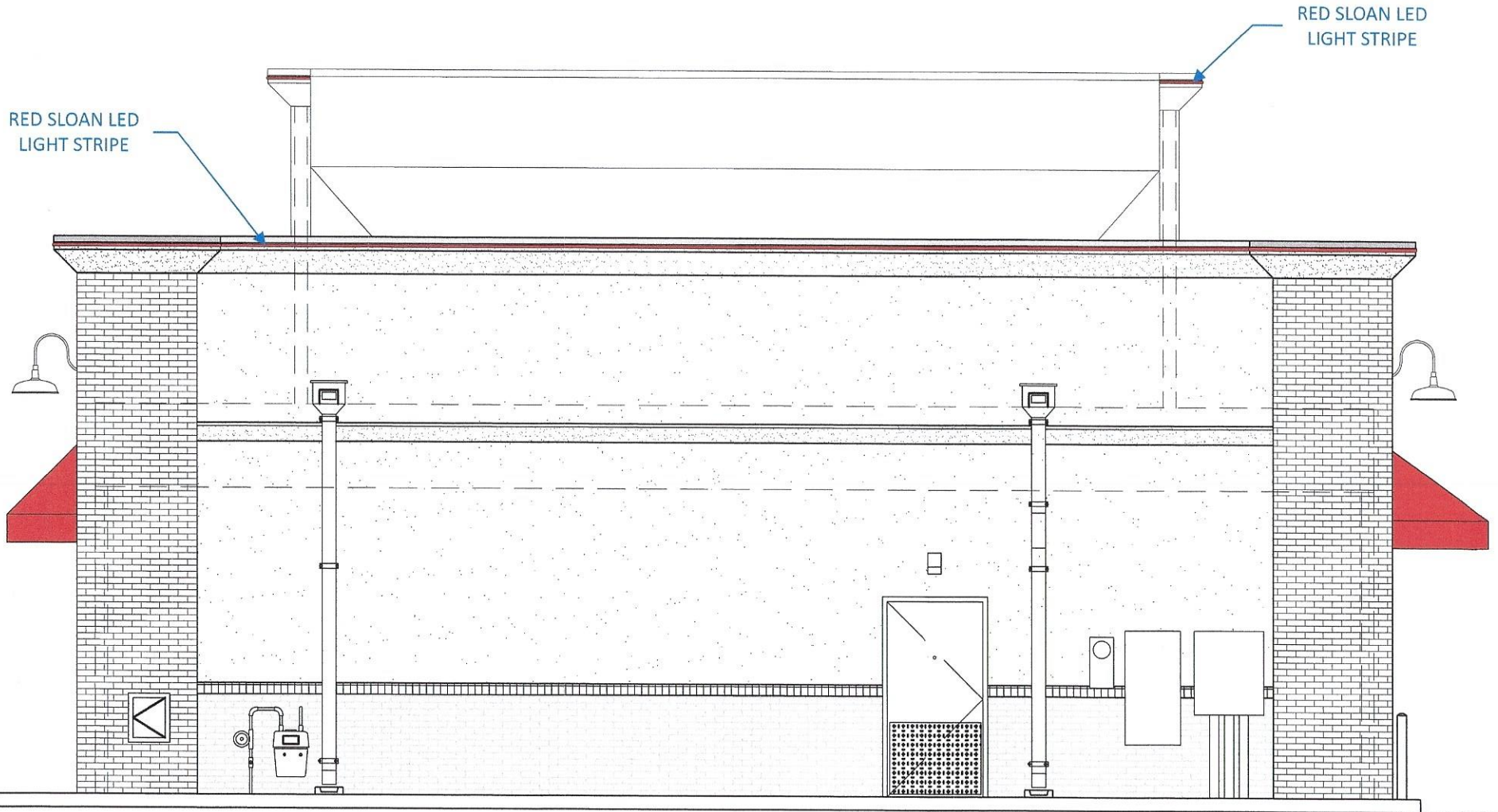
DESIGN PHASE: PROPOSED

SHEET NUMBER:

3.0

NORTH ELEVATION

SCALE: 3/16" = 1'



RON'S SIGN COMPANY
 1329 S. Handley St.
 Wichita, KS 67213
 Phone: 1.316.267.8914
 Fax: 1.316.267.0811

JOB #: #
 DATE: 01.24.18
 DESIGNER: A. SMITH
 SALES REP: J. SAINDON
 PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521
 (SIGNATURE)
 CLIENT APPROVAL:

DATE:

CUSTOMER:
FREDDY'S FROZEN CUSTARD
 DESIGN PHASE: PROPOSED

SHEET NUMBER:
4.0

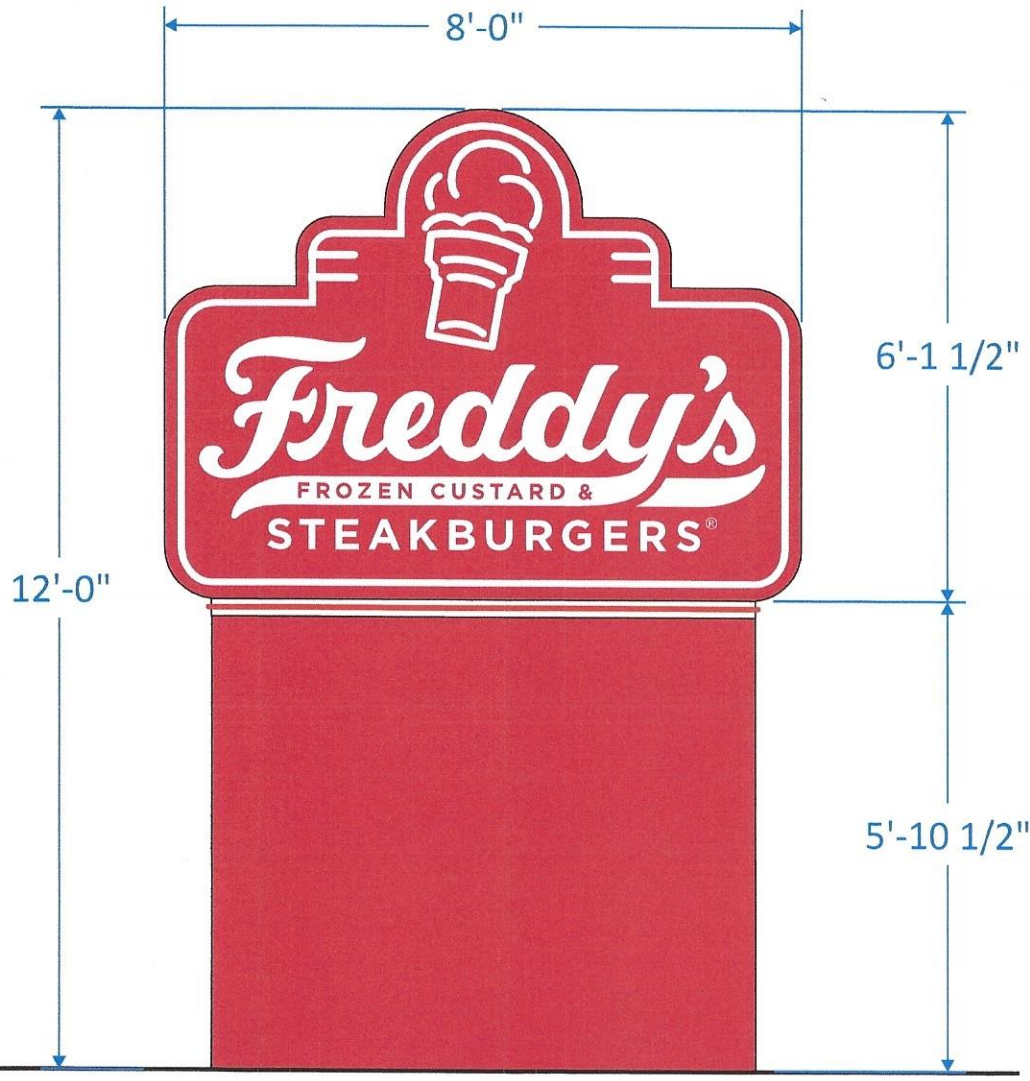
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STREET SIGN

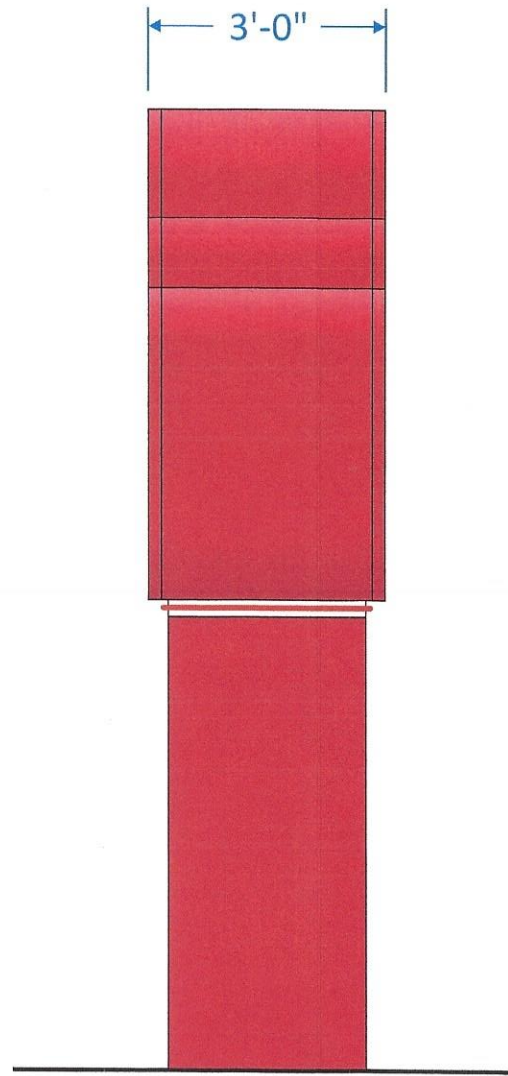
NEW LED LIGHTED STREET SIGN - FREDDY'S

SIGN CABINET SQ FT: 49 SQ FT
OVERALL HEIGHT: 12'-0"

SCALE: 1" = 28"



FRONT VIEW



SIDE VIEW



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 Wichita, KS 67213
 Phone: 1.316.267.8914
 Fax: 1.316.267.0811

JOB #: #
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ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
 CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

6.0

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EXHIBIT "3"
Estimated Costs of Project

Building & Land Acquisition	\$150,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<u>Construction Hard Costs & FF&E</u>	<u>\$3,000,000</u>
Total:	\$3,351,000

* The above values are preliminary estimates and subject to change.

EXHIBIT "4"
Estimated TIF-Eligible Costs for Project

Building & Land Acquisition	\$150,000
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
Total estimated TIF-eligible project costs	\$351,000

* The above values are preliminary estimates and subject to change.

EXHIBIT “5”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition, demolition or disposal of private property, or relocation of families or businesses is necessary to accomplish the Project.

B. Population Density

The Project will not affect population density.

C. Land Coverage

The Project Site is currently a vacant parking lot that previously served the old Walmart building. The new restaurant building will encompass approximately 3,000 square feet. The Project will comply with all applicable land coverage ratios required by the City.

D. Traffic Flow, Street Layouts and Street Grades

The CDA and Redeveloper anticipate that the Project will increase traffic to and from the Project Site. There will be additional traffic from employees and patrons traveling to and from the restaurant.

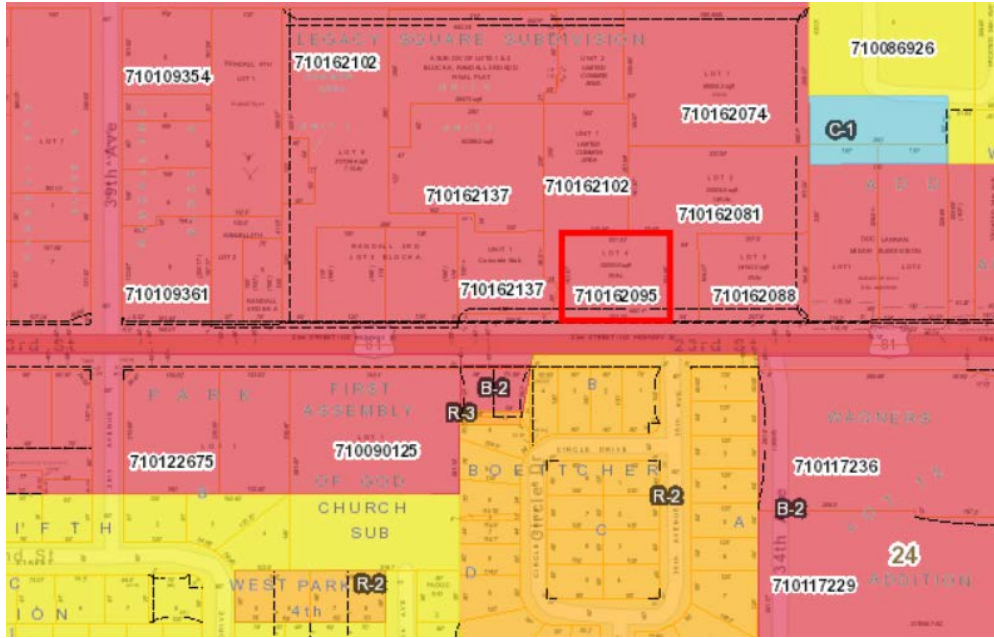
As part of the Project, Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redeveloper do not anticipate that the Project requires modification of existing public rights-of-way. The public improvements for the Project will address any traffic and street infrastructure concerns that will otherwise be created by the Project. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

E. Parking

The Project includes the construction of approximately 42 public parking spaces. The Project will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project should increase the efficiencies and beneficial traffic flow of the parking for all the uses located in and around Project Site.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City states that the Project Site is to remain as B-2 Zoning District. The applicable land use map is set forth below:



Freddy's Frozen Custard & Steakburgers restaurant is classified as a "Restaurant (Drive-In)" under the City's zoning ordinance, which is a permitted use within a B-2 Zoning District. As such, the Project does not require a zoning change. Notwithstanding, Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project.

**EXHIBIT “6”
Cost Benefit Analysis**

Supplement to the WHO Development Redevelopment Project

This cost-benefit analysis for this Supplement and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Master Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the second phase of the Project.

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

The taxes generated by the current value of the Project Site will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of the Project is a positive shift in taxes after fifteen years. Additionally, because of the need to demolish a portion of the former Walmart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing TIF. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Project:

a.	Anticipated Project Site Base Valuation (2019):	\$87,175
b.	Projected Completed Project Assessed Valuation:	\$1,200,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,112,000
d.	Estimated Tax Levy:	1.92369
e.	Annual Projected Tax Shift:	\$21,193

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

a. Public infrastructure improvements and impacts:

There are no anticipated negative public infrastructure impacts from the Project. The Project will require the construction or extension of utilities to serve the Project Site, but the Project should not create a burden on public resources. Redeveloper will construct internal private roadways or implement access easements within the Redevelopment Area between the Project Site and developments in prior and future phases to provide the necessary ingress and egress for the Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements and drainage and detention improvements required for the Project will be constructed as part of the Master Project or the Project.

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

The Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. The Project should create material tax and other public revenue for the City and other local taxing jurisdictions. Based on preliminary projections and the City's sales tax rate of 1.5%, Redeveloper estimates that the Project will generate approximately \$20,000 in sales tax per year. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

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

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Project. As such, the CDA expects that the public and private improvements associated with the Project will attract businesses, employees and residents to the area.

Construction of the Project will require a number of construction employees and managers. Redeveloper intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Additionally, Redeveloper anticipates the creation of approximately eight full-time and ten part-time jobs via the restaurant. Bearing the above in mind, Redeveloper and the CDA anticipate that the Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Project Site.

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

The CDA does not anticipate that the anticipated use for the Project (i.e., a restaurant) will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Project. Rather, it provides an additional dining option to the community as a whole and creates new jobs for the City's citizens.

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

The project will not impact student populations.

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

Redeveloper and the CDA anticipate the following relevant impacts on the City:

- The Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Project.

7. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this supplemental cost-benefit analysis, the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council of the City and have been found to be in the long-term best interest of the City.

EXHIBIT "7"
REDEVELOPMENT PLAN

[See attached]

RESOLUTION NO. R18-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN ENTITLED "33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN."

WHEREAS, The Mayor and City Council of the City of Columbus approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, Section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, it is contemplated that the redevelopment of the Redevelopment Areas may occur in phases and will occur pursuant to one or more redevelopment plans; and

WHEREAS, the City finds based on substantial evidence in the record of this proceeding that the redevelopment of the Redevelopment Areas will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the general plan of the City; and

WHEREAS, it is anticipated and desired that any future redevelopment plans presented to the City for the Redevelopment Areas will comply with the general plan of the City; and

WHEREAS, the City previously approved a plan of redevelopment entitled the "33rd AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R10-111 (the "Redevelopment Plan"); and

WHEREAS, attached hereto as Exhibit "A" is an amendment to the Redevelopment Plan for redevelopment within one or more of the Redevelopment Areas (the "Redevelopment Plan Amendment"); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska provided written findings on and recommended the City's adoption and approval of the Redevelopment Plan Amendment on March 12, 2018; and

WHEREAS, the Redevelopment Plan Amendment complies with the general plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing.

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

Section 1. Any redevelopment plan presented to the City of Columbus for one or more of the Redevelopment Areas shall comply with the general plan of the City.

Section 2. The Redevelopment Plan Amendment attached as Exhibit "A" complies with the general plan of the City.

Section 3. Based on the substantial evidence in the record of this proceeding, the City accepts and adopts the findings of the Planning Commission of the City of Columbus, as follows:

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

(b) The Redevelopment Plan Amendment contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan Amendment; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan Amendment sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the Redevelopment Areas, as designated in the Redevelopment Plan Amendment which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan Amendment, which are currently expected to be displaced from such area.

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

Section 4. The redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing; would not occur in the Redevelopment Areas without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan Amendment, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan Amendment.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and City Council hereby approve and adopt the Redevelopment Plan Amendment.

INTRODUCED BY COUNCIL MEMBER Charlie Bahr

PASSED AND ADOPTED THIS 2 DAY OF April, 2018.

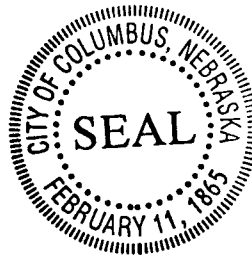
Janis Bally
MAYOR

ATTEST:

Janelle Heine
CITY CLERK

APPROVED AS TO FORM:

David C. Levy
DAVID C. LEVY, SPECIAL CITY ATTORNEY



**AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City previously identified as the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City (the City Council, in its capacity as the governing body of the City and the community development agency of the City, hereafter collectively referred to as the "City Council") as of December 20, 2010 via Resolution No. R10-111. Pursuant to Resolution No.R18-10, adopting new and amended blighted and substandard area designations within the City, approved by the City Council as of February 5, 2018, the redevelopment area identified in the Redevelopment Plan is now a part of Redevelopment Area 1, a/k/a the West 23rd Street Corridor Area (the "Redevelopment Area"). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

The primary purpose of this Amendment to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on a site located in the City, within a portion of the Redevelopment Area identified in the Redevelopment Plan and generally located within the commercial corridors of 23rd Street from 15th Avenue to 48th Avenue, and 33rd Avenue north of 13th Street and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

A. The Project Site

The Project Site is blighted, substandard and in need of redevelopment. The City Council has considered whether redevelopment of the Project Site, and specifically, the WHO Development Redevelopment Project defined herein (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The primary goal of the Redevelopment Plan was to strengthen the Redevelopment Area by "capturing a share of the anticipated private market activity within the region". The Redevelopment Plan further incorporated the goals, policies, and actions set forth in the Comprehensive Plan with respect to the Redevelopment Area. The Comprehensive Plan identifies the Project Site as a major commercial growth area and, among other goals, stresses the importance of infill commercial development and reuse of existing, vacant stores and tracts of land. In this consideration, the City Council finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds,

and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site consists of approximately 12.23 acres of blighted and substandard land located in the Redevelopment Area and in need of redevelopment. An approximately 116,214 square foot former Wal-Mart building and 776 stall parking lot is currently located on the site, and the building's size and condition make the Project Site unusable in its current condition. An aerial view of the Project Site is included on the attached and incorporated Exhibit "A". Because of the current condition of the Project Site, it is necessary to undertake substantial demolition and reconfiguration of the Project Site in order to develop the property for any reasonable use. The blighted condition of the Project Site contributes to its inability to attract development. The initial upfront costs associated with demolition, site preparation, and constructing the necessary utility infrastructure makes development of the Project Site not feasible without tax-increment financing. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The zoning requirements and the applicable land use map is set forth on Exhibit "C".

B. Description of the Redevelopment Project

WHO Development, LLC, a Nebraska limited liability company (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a mixed-use development, incorporating commercial and residential uses.

The Redeveloper intends to complete the Project in multiple phases over a period of multiple years, which will allow the Redeveloper to maximize the tax increment financing resources available for public improvements in the Redevelopment Area. Each phase of the Project may have a different effective date for the purposes of Neb. Rev. Stat. § 18-2147. The implementation of the Project in multiple phases is crucial to the successful development of the Project. The phasing will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the size and scope of the Project, including, (i) the quantity and type of commercial, residential and civic buildings, (ii) the building area or quantities of land dedicated to a particular use, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The implementation of the Project in multiple phases is described in greater detail below. Nonetheless, this amendment generally encompasses all planned phases of the Project.

1. The Private Improvements

The Redeveloper will pay the costs of constructing the private improvements, including the commercial, residential and civic buildings, and associated improvements. The specific private improvements for the Project shall be determined on a phase-by-phase basis to meet the changing community needs and market demands as the Project is implemented. Redeveloper currently anticipates completing the Project in up to eight (8) phases.

The conceptual Site Plan for the Project is attached hereto as Exhibit "B". The Site Plan is conceptual in nature and subject to revision based on changes in community needs that may change over time, budgetary constraints, physical constraints or other factors, but it presents the general vision and the intended character of the Project. The Project will repurpose the former Wal-Mart site and parking lot with multiple, smaller uses and shared parking and drives. This will allow the reuse and infill of the Project Site in a feasible manner based on current commercial uses and business practices. A portion of the former Wal-Mart building will be demolished, and a portion of the Wal-Mart building will remain and be repurposed. While all phases are subject to change, the Project is projected to consist of the following phases/uses: (i) an approximately 75-85 room hotel, (ii) an approximately 3,000 square foot commercial space that may be used as a bank or other service business, (iii) an approximately 55,000 square foot commercial building with approximately 29,000 retail outdoor display space, (iv) multifamily residential buildings with approximately 40-80 apartment units, (v) an approximately 8,000 square foot commercial building that is intended for a restaurant or retail use, (vi) an approximately 20,000 square feet of office space, and (vii) approximately 38,700 square foot indoor storage facility. Land coverage and building intensities on the Project Site will be addressed with more specificity in the supplemental Redevelopment Plan amendment for each phase of the Project.

2. The Public Improvements

As part of the Project, the City will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act in the Redevelopment Area, including, but not limited to: site acquisition, demolition of the existing building, site preparation and grading, utilities, street infrastructure improvements, landscaping and streetscaping, public parking, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. There are significant upfront costs of the public improvements that are necessary for the Project to be undertaken. These public improvements are necessary public improvements for each phase of the Project and shall be TIF eligible expenses for each phase of the Project. Additional eligible public expenditures may be identified in a supplemental Redevelopment Plan amendment for any phase of the Project.

The currently identified eligible public expenses for the Project and preliminary and general estimates of the costs are described below:

- Site acquisition costs - \$1,610,000
- Demolition of a portion of the existing Wal-Mart building - \$250,000
- Site preparation - \$250,000
- Utility and infrastructure improvements - \$400,000
- Landscaping and aesthetic enhancements to decrease blight and substandard conditions - \$150,000
- Public Parking improvements - \$400,000
- Capitalized interest and financing costs of eligible public expenses - \$150,000
- Engineering, architectural and legal fees necessary to develop the site – to be determined

The project costs stated above are estimates and preliminary projections. Final costs shall be determined upon project approval, final plan approval, and received bids for work. The final costs shall be certified to the City Council upon completion of the public improvements associated with the Project. These identified costs illustrate the significant upfront costs of the public improvements that are necessary for the Project to be undertaken. Each phase will likely include additional eligible public expenditures.

As stated above, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the implementation of redevelopment agreements for subsequent phases of this Project. The existing building must be demolished and the general site preparation, grading, and utility improvement extension and construction for the entire Project Site will occur immediately and not on a phase by phase basis. However, these costs are necessary public improvements required for each phase of the Project. The Redeveloper would not complete these initial public improvements but for the approval of the entire Project and, likewise, the subsequent phases of the Project would not occur but for these initial public improvements. Accordingly, the costs and expenses of all the public improvements for the Project will be eligible TIF uses for each phase of the Project. The initial public improvements may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project. The specific phasing of the Project and the TIF sources and uses for each phase will be further defined in the supplemental Redevelopment Plan amendment and/or redevelopment agreement for each phase of the Project. All division of taxes and identification of eligible expenditures will be done in accordance with the Act.

The specific public improvements that will be constructed may be revised over time based on changing community needs and available TIF and other financing. This Plan Amendment is intended to be flexible with respect to the specific details of the overall Project. Ease phase of the Project will be described in more detail in

a supplementary amendment to this Redevelopment Plan Amendment for each phase of the Project (each "Supplemental Plan Amendment").

The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

C. Implementation of the Project

As described above, the Redeveloper will complete the Project in multiple phases over an unknown period of years. It is possible that several phases will occur simultaneously, but each phase may have a different TIF effective date, as specified in the redevelopment agreement to each Supplemental Plan Amendment. The phased approach to construction of the Project will allow the Redeveloper to: (i) maximize the tax increment financing resources available to put toward construction of eligible public improvements, (ii) construct the private improvements at a rate that the market can support, and (iii) adapt the Project to the changing needs of the community.

The development of the Project Site for the Project shall require the developer to acquire the entire Project Site, site preparation and grading of the entire Project Site, development of common access point for ingress and egress, common parking improvements, utility infrastructure improvements for the entire Project Site, and other eligible public improvements that are required for the development of any and all phases.

Redeveloper intends to convey the specific lots in the Project Site to affiliated entities or third parties to develop the specific private improvements that will be part of each phase of the Project. A condition of any such conveyance shall be the obligation of the transferee to allow the Redeveloper to enter into a redevelopment agreement for that specific phase pursuant to a Supplemental Plan Amendment and to utilize tax increment financing to assist with paying for the eligible public improvements provided herein. Without TIF, the preparation of the Project Site would be cost prohibitive and Redeveloper could not prepare the Project Site to make any of the proposed phases feasible.

The proposed Phases of the Project are generally described below. Each phase of the Project will be governed by a separate redevelopment agreement between the City Council and the Redeveloper (or its successor or assign for the specific phase), which will describe the private improvements and the public improvements to be constructed by the Redeveloper as a part of such phase. Each redevelopment agreement shall implement this Amendment to the Redevelopment Plan and the Supplemental Plan Amendment. Depending on market demands and other factors, it is possible that the proposed phases will need to be revised, and any such revisions will be addressed in a Supplemental Plan Amendment

This Amendment to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site. The City Council acknowledges that each phase of the Project may include modifications to this Amendment to the Redevelopment Plan that will be addressed in a Supplemental Plan Amendment.

D. Proposed Phases of the Project

The redeveloper anticipates investing more than \$25,000,000.00 in the construction and development of the Project, in multiple phases. Redeveloper anticipates the following phases as part of the Project:

- **Hotel.** An approximately 75-85 room hotel will be constructed on the Project Site. The proposed Hotel will have a high end exterior and the developers will work to secure a hotel brands that will fit well within in the Columbus market. The hotel is anticipated to contain typical hotel amenities, such as an indoor swimming pool, meeting room, and fitness room, but the exact specifications and amenities will depend upon final design. It is anticipated that the Hotel will have an assessed value of approximately \$4,000,000 and will generate approximately \$1,000,000 in TIF.
- **Bank.** An approximately 3,000 square foot bank building with drive-through window will be constructed on the Project Site. It is anticipated that the Bank will have an assessed value of approximately \$2,000,000 and will generate approximately \$400,000 in TIF.
- **Retail.** Approximately 55,000 square feet of the former Wal-Mart building will be repurposed as commercial retail space. This retail space will also include an approximately 29,000 square foot outdoor retail display area. It is anticipated that this retail space will have an assessed value of approximately \$1,600,000 and will generate approximately \$150,000 in TIF.
- **Apartments.** Multifamily apartment buildings with approximately 40-80 apartment units will be constructed on the Project Site. The number of apartment units to be constructed will depend upon the available area and the size and parking requirements that will be determined as part of the subdivision process. The actual assessed value of the apartments will depend on the number of units, but it is anticipated that if there are 80 units constructed the Apartments will have an assessed value of approximately \$3,000,000 and will generate approximately \$510,000 in TIF.
- **Commercial Building.** Approximately 59,400 square feet of the former Wal-Mart building will be repurposed as additional commercial space. Currently, it is anticipated that this space will be used as follows: (i)

approximately 20,700 square feet will be used as office space and (ii) approximately 38,700 square feet will be used as an indoor storage facility. It is anticipated that this commercial building will have an assessed value of approximately \$1,000,000 and will generate approximately \$200,000 in TIF. Redeveloper contemplates the possibility of additional construction west of the former Wal-Mart building for indoor storage or other commercial uses as part of this phase. If such additional construction is deemed to be feasible, the projected cost, assessed value, and TIF amount would increase accordingly.

It is possible that this commercial building would be developed as two separate phases of the Project.

- **Retail/Restaurant.** Redeveloper intends to construct an approximately 8,000 square foot commercial building on the Project Site, which will be used for restaurant or retail purposes. It is anticipated that this building will have an assessed value of approximately \$1,000,000 and will generate approximately \$135,000 in TIF.

All of these phases require the public improvements set forth above and the Redeveloper shall utilize the TIF from each phase to assist with the financing and payment of the eligible public improvements for the Project.

Additional details on each phase may be added to this Plan Amendment in a Supplemental Plan Amendment. Each phase will be presented to the City Council for approval and subject to a separate redevelopment agreement with more detailed information and terms and conditions for said phase.

E. Statutory Elements

As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

F. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the City Council must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A general preliminary Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D", and a Supplemental Cost-Benefit Analysis for each specific phase of the Project will be prepared and approved as each phase is approved. The cost-benefit analysis for each phase of the Project shall recognize and account for the substantial benefit of the scope of the Project and the interconnectedness of the eligible public improvements between the phases.

EXHIBIT "A"
Project Site

Lots 1 and 2, Block A, Randall 3rd Addition, City of Columbus, Platte County, Nebraska

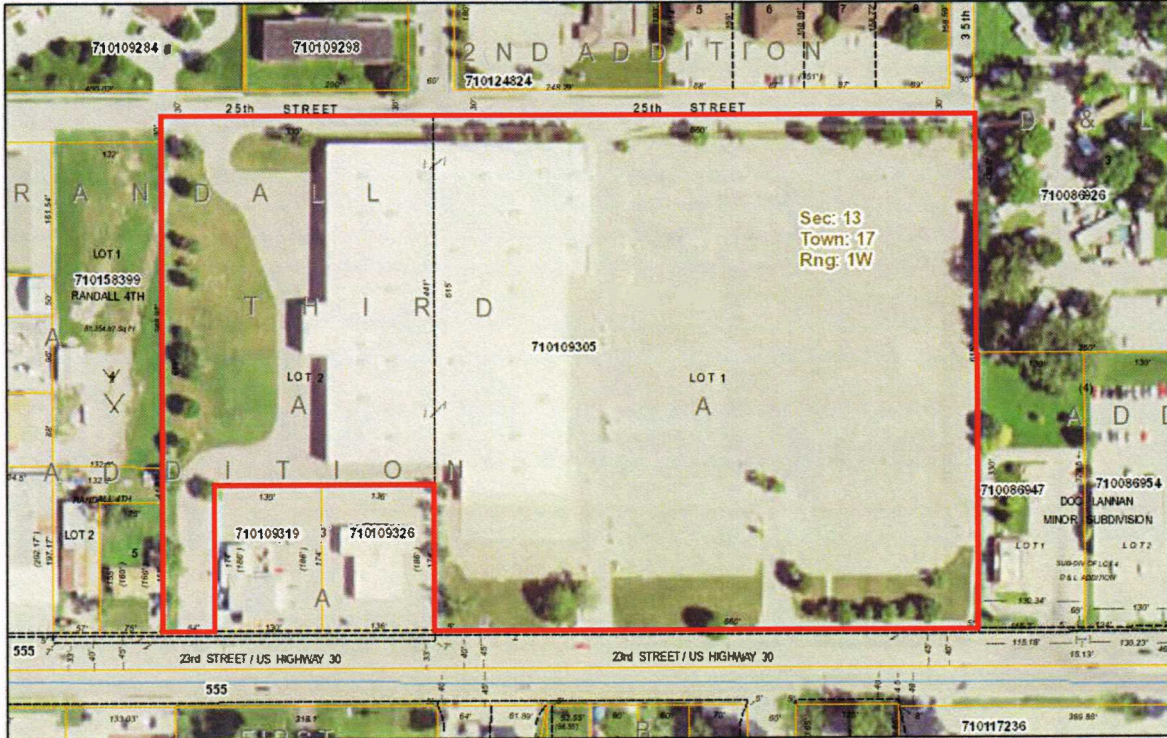


EXHIBIT "B"
Conceptual Site Plan (subject to modification)

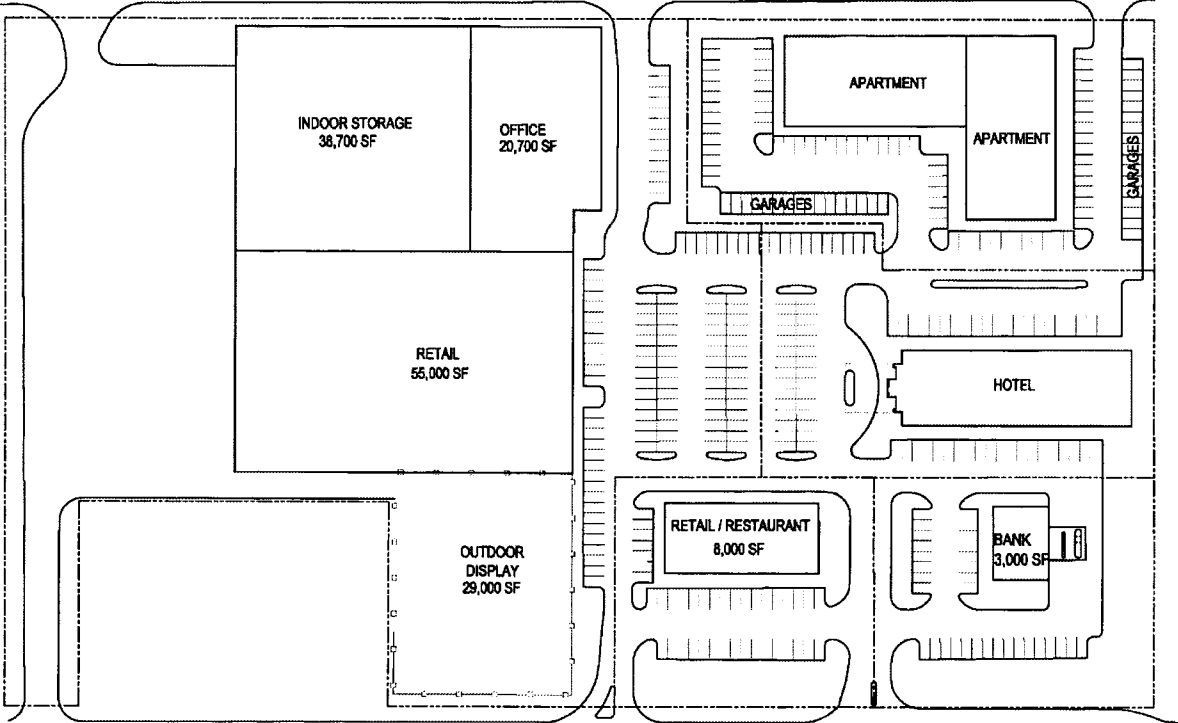


EXHIBIT "C"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The Redeveloper has the Project Site under contract and will acquire the Project Site from a third party owner as part of the Project.

B. Population Density

The proposed development at the Project Site is the construction of a mixed-use development, which may include multi-family residential uses that will inherently increase population density in the area. However, an increase in population density in the area is desired in order to provide additional housing in the City of Columbus. The Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Project.

C. Land Coverage

An approximately 116,214 square foot former Wal-Mart building is currently located on the Project Site. A substantial portion of this building will be demolished and removed and certain new buildings will be constructed on the Project Site. The Project consists of the construction of multiple buildings for the uses identified in the Redevelopment Plan on the approximately 12.23 acre Project Site. Redeveloper shall be obligated to comply with the applicable land-coverage ratios and zoning requirements of the City of Columbus.

D. Traffic Flow, Street Layouts and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. There will be additional traffic from residents traveling to and from the new apartment units constructed on the Project Site, as well as employees, customers, and visitors traveling to and from the commercial buildings constructed on the Project Site.

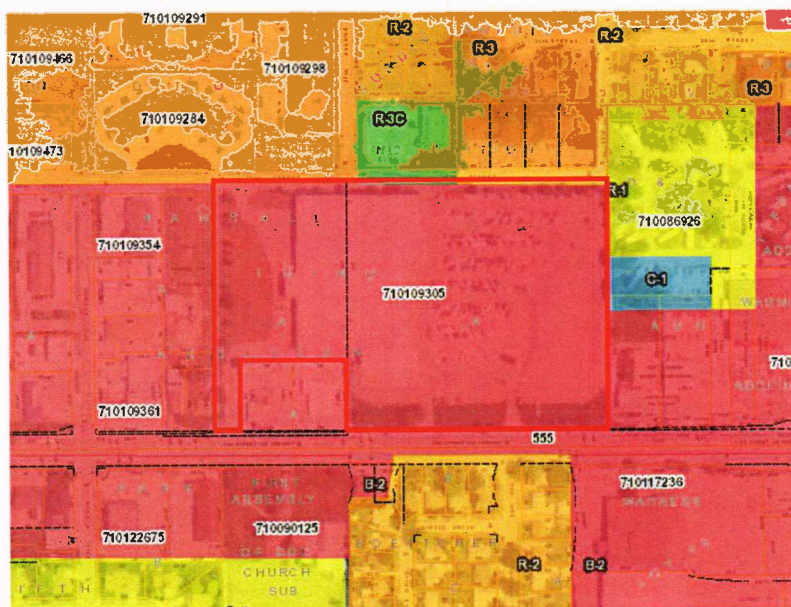
As part of the Project, the Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The project is not anticipated to modify existing public rights-of-way. The public improvements, which will be constructed with the assistance of tax increment financing, shall address any traffic and street infrastructure concerns that would otherwise be created by the Project.

E. Parking

The construction of each phase of the Project will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project as a single redevelopment project shall increase the efficiencies and beneficial traffic flow of the parking for all the uses located on the Project Site. The Project will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

Additionally, Convenience Storage is a permitted use in the B-2 zoning district with a special permit.

The Project Site will be subdivided and replatted. Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project or any phase of the Project. Redeveloper also intends to file a condominium declaration on the lot containing the former Wal-Mart Building to legally separate the building into two or more separate parcels.

EXHIBIT “D”
Cost Benefit Analysis

WHO Development Redevelopment Project

This Cost-Benefit Analysis for the WHO Development Redevelopment Project (“Project”) has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. The Project will consist of the construction of a mixed-use development, incorporating commercial, residential and civic uses, and associated improvements. The location of the Project Site is set forth on Exhibit “A” to the Redevelopment Plan Amendment and the public and private improvements to be constructed as part of the Project are generally described in the Description of the Project section of the Redevelopment Plan Amendment.

The Project shall be implemented in phases and any specific cost and benefit information for each phase shall be addressed, if necessary, in the supplemental cost-benefit analysis for each phase of the Project (each, a “Supplemental Cost-Benefit Analysis”). A separate supplemental cost-benefit analysis shall be undertaken for each phase of the Project. However, because of the implementation of the Project as described herein and in the Redevelopment Plan Amendment for the Project, the initial analysis of the costs and benefits of the entire project as a whole is necessary.

The general cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

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

The taxes generated by the current value of the Project Site shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by each phase of the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. Additionally, because of the need to demolish the former Wal-Mart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the 15 year TIF period.

The specific projected tax shift for each phase shall be set forth in the applicable Supplemental Cost-Benefit Analysis, but as a preliminary overview, the following potential tax shift is considered at this time:

a.	Anticipated Project Site Base Valuation (2018):	\$1,600,000.00
b.	Projected Completed Project Assessed Valuation:	\$12,600,000.00

c.	Projected Tax Increment Base (b. minus a.):	\$11,000,000.00
d.	Estimated Tax Levy:	1.905293
e.	Annual Projected Tax Shift:	\$209,582.00

Notes:

1. *The Projected Completed Project Assessed Valuation is preliminary and subject to significant changes depending on the design of each phase and the approval of each phase. While this calculation is intended to present a general picture of the tax shift for the Project, the Supplement Cost Benefit Analyses can provide a much more accurate accounting of the tax shifts for the Project, if necessary.*
2. *The Projected Valuation Increment is the incremental value for all phases. This project is anticipated to be completed in multiple phases with different phases commencing in different years depending upon lot sales and absorption rates. The Project will have multiple effective dates based upon the construction completion date for each lot. Thus, the tax increment in any year will vary during the term of this redevelopment project. This will affect the overall amount of TIF Indebtedness based upon to-be-determined lending requirements.*
3. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

a. Public infrastructure improvements and impacts:

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements, including extension and installation of sanitary sewer, public water, electrical service, gas and storm sewer lines. The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. Redeveloper shall construct internal private roadways or implement access easements on the Project Site between phases of the Project to provide the necessary new roads for the Project.

The Redeveloper's investment in the overall project is anticipated to be more than \$25,000,000. In order to support that private investment, the preliminary projections indicate that this Project could require more than \$3,300,000 in eligible public improvements. Pursuant to the initial projections for this Project, tax increment financing would be used to pay for the cost of approximately \$2,400,000 of the eligible public improvements, although this amount will depend on the final projections for each phase of the Project.

These public infrastructure improvements for the Project could not be constructed and completed without the use of tax increment financing.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

The Project should also generate immediate tax growth for the City. While the specific private improvements have not yet been identified, the Project will involve the construction of a substantial number of commercial and/or residential units. The Project should include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by new residents of any housing units constructed on the Project Site and by customers purchasing goods from the businesses established in the commercial space constructed on the Project Site. The business customers may include out of town guests staying at a hotel. The commercial buildings and residential units that may be constructed as a part of the Project will attract new residents and business owners who will pay for City services, generating revenue to support such services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project's anticipated impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. The public and private improvements are expected to attract businesses and residents to adjacent property. There is a need for additional housing in the City of Columbus and any housing that is developed as part of the Project will provide needed additional housing for employees of firms locating or expanding in the area. The Project will also provide additional businesses and amenities that will make the area more desirable to potential employees for living and working. For example, the mixed-use development will promote an integrated neighborhood with amenities such as a bank, restaurant(s), and retail near residential units, providing residents with an opportunity to live, work, shop, and relax in a walkable radius.

The Project will be completed in phases, based upon absorption rates and market demand, which further protects against any negative effects of over-construction.

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

The Project's impact on private sector businesses in and around the area outside the boundaries of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. In general, the Project will provide additional commercial and/or housing opportunities that are needed in the City and will benefit employers, employees, and the City in general. Anticipated uses include, without limitation and subject to revision, bank branch, hotel, restaurant, commercial/retail space, and other uses. The housing and commercial units constructed as part of the Project should increase the need for services and products from existing businesses, such as janitorial services, office and hardware supplies, household products and general consumer services, and similar products and services. The Project will also act as a catalyst for further development of the redevelopment area identified in the Redevelopment Plan.

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

The Project consists of multiple phases of development that are all dependent upon the public improvement that will be undertaken by Redeveloper at the outset of the Project. Without all the anticipated phases of this project and the use of tax increment financing on each phase, Redeveloper would not undertake the public improvements for the Project Site. It is not feasible for the redeveloper to approach each phase as a separate redevelopment project because of the substantial public improvement costs required for this Project. Without undertaking all of the public improvements at the front end of the Project, no subsequent phases could be constructed. Thus, it is in the best interest of the City to approve the Project as a multiple phase redevelopment project that will allow the use of TIF on all phases to pay for the cost of the eligible public improvements that will be incurred at the beginning of the project or as part of a different phase of construction.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this preliminary cost benefit analysis, the benefits outweigh the costs of the proposed Project. The Cost Benefit Analysis may be supplemented with Supplemental Cost-Benefit Analyses, if necessary, which are anticipated to further support the findings of the Cost Benefit Analysis. However, each phase shall be considered in light of this Cost Benefit Analysis and the statements set forth in Section 5, above. More precisely, the benefit of the overall Project shall be considered with each Supplemental Cost Benefit Analysis.

RESOLUTION NO. R18-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA."

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

WHEREAS, the Mayor and Council previously approved a plan of redevelopment entitled the "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R18-42 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project undertaken in multiple phases (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan prescribes that each phase of the Redevelopment Project shall be detailed in a supplement to the Redevelopment Plan; and

WHEREAS, pursuant to sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended, ("the Act"), the Mayor and Council must approve all supplements of the Redevelopment Plan that materially modify the Redevelopment Plan; and

WHEREAS, attached hereto as Exhibit "A" is a supplement to the Redevelopment Plan detailing the first phase of the Redevelopment Project (the "Plan Supplement"); and

WHEREAS, the Plan Supplement complies with the Comprehensive Plan of the City of Columbus, Nebraska (the "City"), and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Plan Supplement would not be economically feasible without the use of tax-increment financing.

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

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

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

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

(b) The Plan Supplement contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan and/or Plan Supplement; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Plan Supplement sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the areas of redevelopment, as designated in the Plan Supplement which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan Supplement, which are currently expected to be displaced from such area.

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

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 2 DAY OF July, 2018.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


SPECIAL CITY ATTORNEY



**SUPPLEMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT
PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(PHASE I OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42. A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "7". All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan.

The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the first phase of the Project set forth in the Redevelopment Plan. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The CDA will submit additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The first phase of the Redevelopment Plan includes three distinct projects carried out by three different redevelopers. The first project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. The space will be occupied by Bomgaars Supply, Inc., for retail use (collectively, the "Bomgaars Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Bomgaars Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Retail LLC and the CDA anticipate the use of TIF for the Bomgaars Project. The Bomgaars Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

The second project within phase I involves the construction of a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot (the "Hotel Project"). Columbus Lodging, LLC ("Lodging LLC"), will undertake the Hotel Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Lodging LLC and the CDA anticipate the use of TIF for the Hotel Project. The Hotel Project would not proceed but for the use of TIF because the costs of constructing the Hotel Project, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Hotel Project is

less than what investors would consider reasonable given the risks involved in preparing the site, constructing the hotel, stabilizing the occupancy rates of the hotel, and other business risks.

The third project within phase I involves construction of a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot (the "Apartment Project"). Quantum Columbus, LLC ("Quantum"), will undertake the Apartment Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Quantum and the CDA anticipate the use of TIF for the Apartment Project. The Apartment Project would not proceed but for the use of TIF because the costs of constructing the apartments, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Apartment Project is less than what investors would consider reasonable given the risks involved in preparing the site, constructing the apartments, stabilizing the occupancy rates of the apartments, and other business risks. Without TIF, there would be insufficient cash flow and partner return, making the project infeasible.

Collectively, the Bomgaars Project, the Hotel Project and the Apartment Project are referred to herein as the "Phase I Projects".

A. The Redevelopment Area

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Redevelopment Plan. The Phase I Projects are located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard and in need of redevelopment.

B. The Project Sites

The project sites for the Bomgaars Project (i.e., the "Bomgaars Site"), the Hotel Project (i.e., the "Hotel Site"), and the Apartment Project (i.e., the "Apartment Site") are set forth in Exhibits "1(a)" through "1(c)". The project sites for the Phase I Projects are collectively referred to herein as the "Phase I Project Sites".

C. Conformance with General Plan

Paragraph A of the Redevelopment Plan sets forth an analysis of the Phase I Projects' conformance with the City's general plan.

D. Phase I Projects

The redevelopment of the Phase I Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase I Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the

eligible public improvements that are part of the Phase I Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Quantum, Lodging LLC, and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase I Projects:

1. Project Descriptions and Implementation

Bomgaars Project

The Bomgaars Project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. Bomgaars Supply, Inc., will occupy the space for use as both a retail store and corporate offices. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Partial demolition of existing building and parking lot
- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- New flooring
- New HVAC and plumbing
- New public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Bomgaars Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Bomgaars Project (both public and private improvements) will be \$2,350,000. The estimated costs related to the Bomgaars Project are attached hereto and incorporated herein as Exhibit "3(a)".

Retail LLC intends to begin construction on the Bomgaars Project on or about June 15, 2018. Construction is scheduled to conclude on or about September 30, 2018. No businesses or residents will be displaced as a result of the Bomgaars Project.

Hotel Project

Lodging LLC intends to construct a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot. The hotel will have an exterior finish insulation system and stone exterior with an entry porte cochere for dropping off guests and luggage. Hotel features will include:

- Indoor Swimming Pool
- Meeting room
- Large fitness center

- New Hampton Inn prototype
- 20 year franchise agreement

A site plan for the Hotel Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Lodging LLC estimates that the total cost of the Hotel Project (both public and private improvements) will be \$8,590,000. The estimated costs related to the Hotel Project are attached hereto and incorporated herein as Exhibit "3(b)".

Lodging LLC intends to begin construction on the Hotel Project on or about June 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Hotel Project.

Apartment Project

Quantum proposes to build a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot. Quantum will construct approximately 74 apartment units as part of the Apartment Project. The apartment building will have an exterior finish insulation system, stone or brick exterior, and contain an elevator. The unit mix will be eight studios, thirty-six one-bedroom units, twenty-seven two-bedroom units, and three three-bedroom units.

A site plan for the Apartment Project is attached hereto as Exhibit "2(c)" and incorporated herein by this reference. Quantum estimates that the total cost of the Apartment Project (both public and private improvements) will be \$7,951,000. The estimated costs related to the Apartment Project are attached hereto and incorporated herein as Exhibit "3(c)".

Quantum intends to begin construction on the Apartment Project on or about July 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Apartment Project.

2. The Public Improvements

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Phase I Project Sites to assist in paying for public improvements that are eligible expenditures under the Act. With respect to the Phase I Projects, the anticipated public improvements include:

Bomgaars Project

The costs of the Bomgaars Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(a)".

Hotel Project

The costs of the Hotel Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, site preparation, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(b)".

Apartment Project

The costs of the Apartment Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, site grading and preparation, construction or replacement of utilities and infrastructure, detention, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(c)".

The TIF-eligible project costs provided under Exhibits 4(a) through (c) are estimates and preliminary projections. Final costs shall be determined upon received bids for work and subsequent invoicing. Redevelopers will certify the final costs to the CDA upon completion of the public improvements associated with the Phase I Projects.

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase I Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project.

The Phase I Projects will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

E. Implementation and Financing of the Projects

The City and the CDA contemplate the use of TIF for Phase I Projects. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

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

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

With respect to the Phase I Projects:

Bomgaars Project

Based upon an estimated Base Tax Amount of \$600,000 and a post-redevelopment valuation of \$2,250,000 for the Bomgaars Project, Retail LLC and the CDA estimate that the Bomgaars Project will generate post-redevelopment annual TIF Revenues of approximately \$31,149.96. This equates to total estimated TIF Revenues of \$467,249.40 over the course of fifteen years. Of the estimated \$467,249.40 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed \$375,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Bomgaars Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Bomgaars Project is \$2,350,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Bomgaars Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Hotel Project

Based upon an estimated Base Tax Amount of \$150,000 and a post-redevelopment valuation of \$4,000,000 for the Hotel Project, Lodging LLC and the CDA estimate that the Hotel Project will generate post-redevelopment annual TIF Revenues of approximately \$72,620.24. This equates to total estimated TIF Revenues of \$1,089,303.60 over the course of fifteen years. Of the estimated \$1,089,303.60 in TIF Revenues, the CDA and Lodging LLC contemplate issuance of TIF Indebtedness not to exceed \$975,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Hotel Project. As shown

on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Hotel Project is \$8,590,000. Lodging LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Lodging LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Hotel Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Apartment Project

Based upon an estimated Base Tax Amount of \$250,000 and a post-redevelopment valuation of \$6,675,000 for the Apartment Project, Quantum and the CDA estimate that the Apartment Project will generate post-redevelopment annual TIF Revenues of approximately \$121,190.93. This equates to total estimated TIF Revenues of \$1,817,863.95 over the course of fifteen years. Of the estimated \$1,817,863.95 in TIF Revenues, the CDA and Quantum contemplate issuance of TIF Indebtedness not to exceed \$1,225,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Apartment Project. As shown on Exhibit 4(c), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Apartment Project is \$7,951,000. Quantum anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Quantum and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Apartment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

F. Statutory Elements

As detailed above, the Phase I Projects anticipate the capture of the incremental taxes generated by the Phase I Projects on the Phase I Project Sites to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

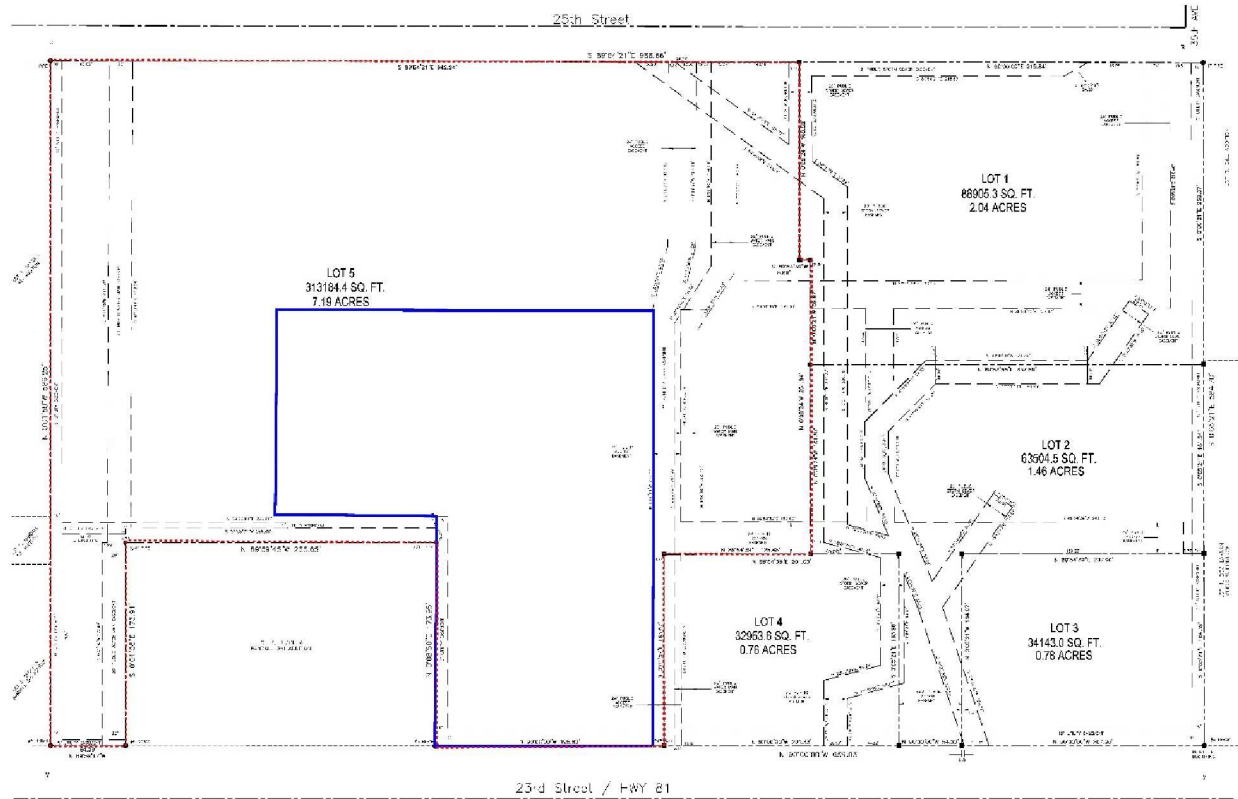
G. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Phase I Projects is attached hereto and incorporated herein as Exhibit "6".

EXHIBIT "1(a)"
Project Site for the Bomgaars Project

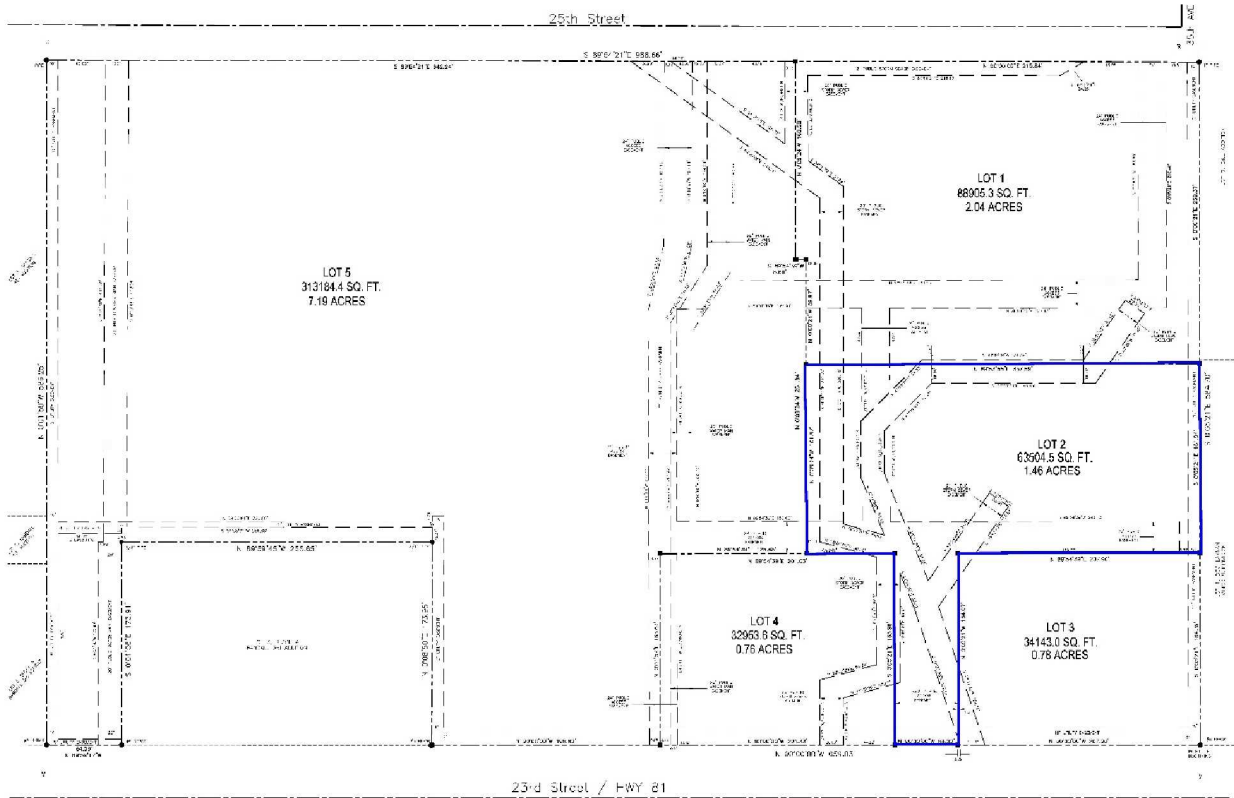
A portion of Lot 5, Legacy Square Addition, Columbus, Platte County, Nebraska.

Lot 5 will be subjected to a condominium regime, and the site for the Bomgaars Project shall be one unit of said condominium regime. A depiction of the approximate condominium unit is set forth below:



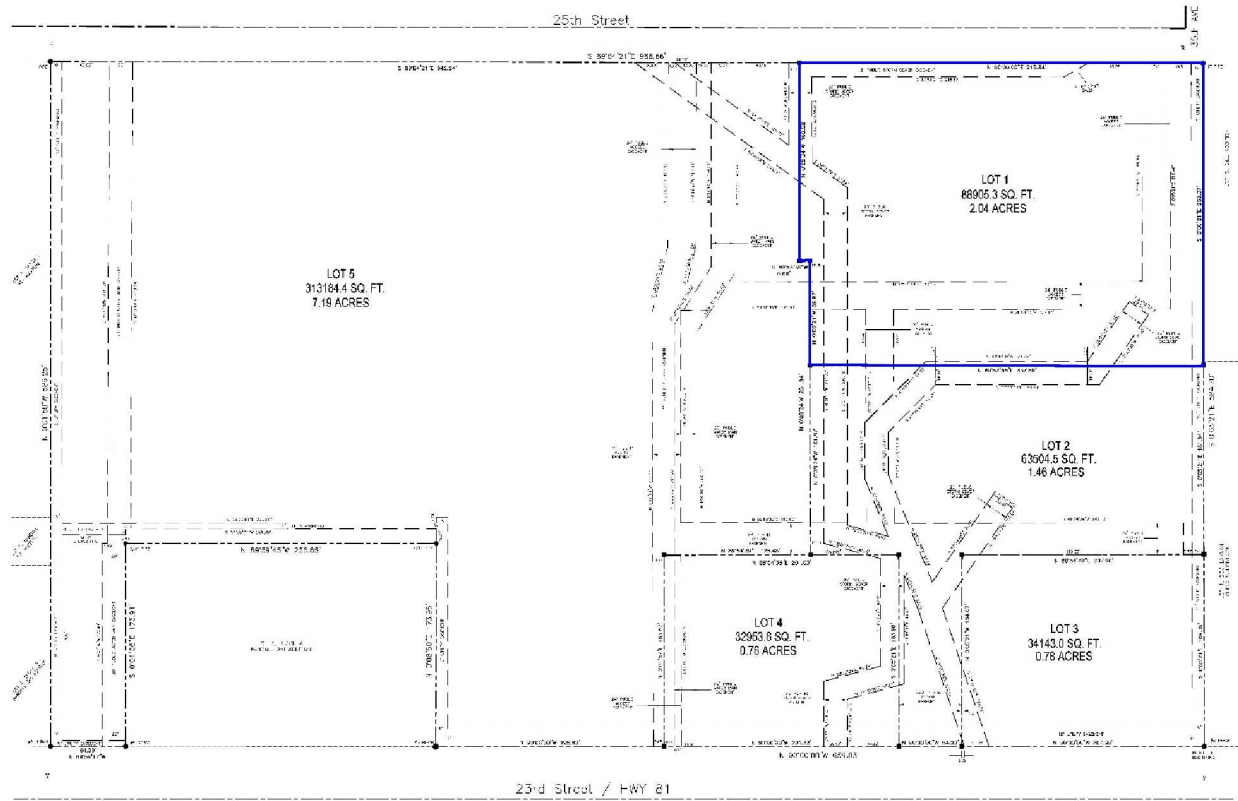
**EXHIBIT "1(b)"
Project Site for the Hotel Project**

Lot 2, Legacy Square Addition, Columbus, Platte County, Nebraska.

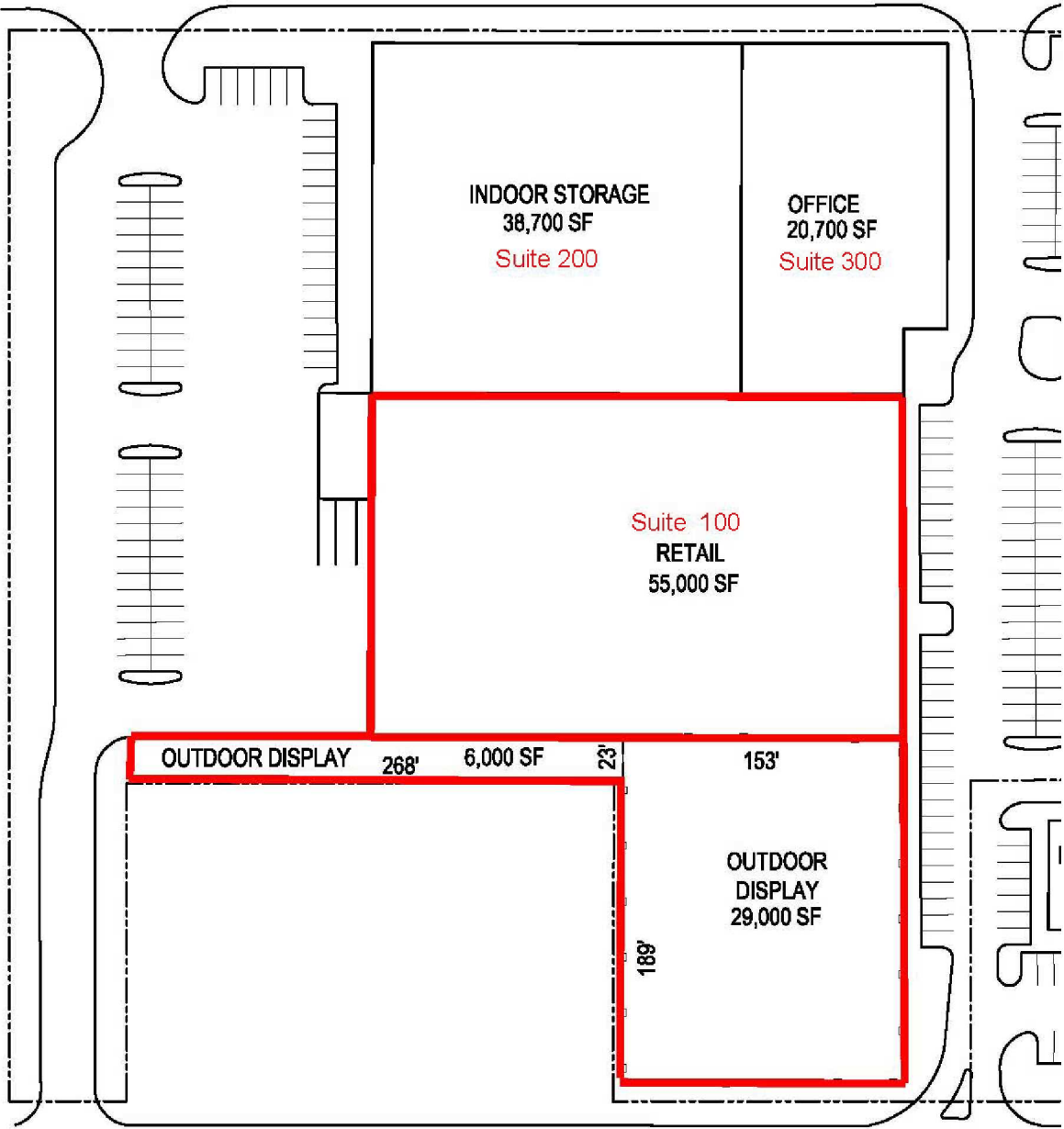


**EXHIBIT "1(c)"
Project Site for the Apartment Project**

Lot 1, Legacy Square Addition, Columbus, Platte County, Nebraska.

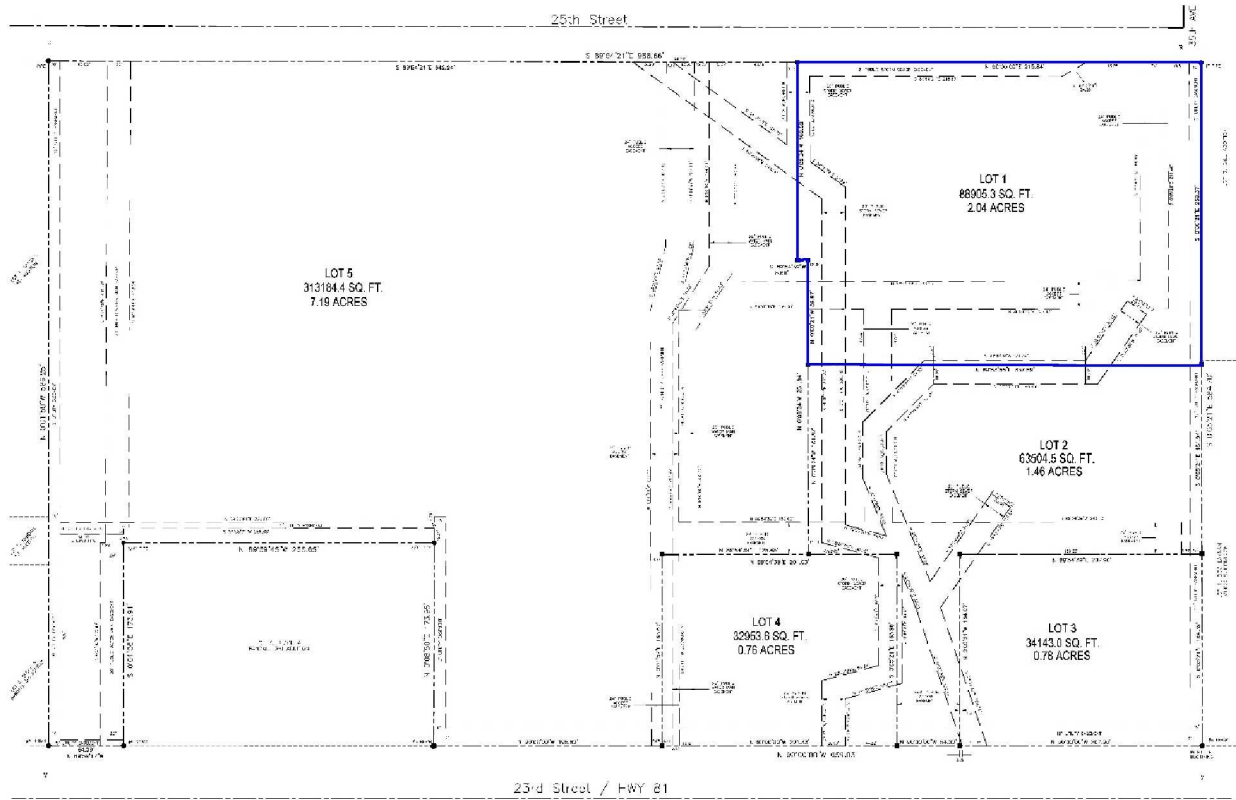


**EXHIBIT "2(a)"
Bomgaars Project Site Plan**



* Retail LLC anticipates receipt of a more detailed site plan for the Bomgaars Project upon creation of the condominium regime. Upon receipt, Retail LLC will provide the site plan to the CDA and such site plan shall supersede the site plan provided above.

EXHIBIT "2(c)" Apartment Project Site Plan



* The above site plan is preliminary in nature and subject to change.

EXHIBIT "3(a)"
Estimated Costs of Bomgaars Project

Building & Land Acquisition	\$600,000
Site Development (itemize)	
Demolition	\$35,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$260,000
Utilities & Detention	\$45,000
Renovation Budget	\$1,250,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
Capitalized Interest	\$20,000
FF&E	TBD
Contingencies	\$25,000

Total: **\$2,350,000 plus FF&E**

* The above values are preliminary estimates and subject to change.

EXHIBIT "3(b)"
Estimated Costs of Hotel Project

Land Acquisition	\$400,000
Site Development (itemize)	
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Ext Façade	\$116,000
Public Parking	\$210,000
Building Cost	\$5,318,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$ 20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$1,300,000
Contingencies	\$550,000
Total:	\$8,590,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 3(c)
Estimated Costs of Apartment Project

Land Acquisition	\$300,000
Site Development (itemize)	
Site Grading/Dirt Work	\$225,000
Drainage/Detention	\$50,000
Drives/Parking	\$215,000
Utilities/Infrastructure	\$115,000
Building Cost	\$6,016,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$60,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$150,000
Contingencies	\$550,000
Total:	\$7,951,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(a)
Estimated TIF-Eligible Costs for Bomgaars Project

Land Acquisition	\$400,000
Utilities & Detention	\$45,000
Demolition	\$35,000
Landscape & Exterior Façade	\$150,000
Public Parking	\$260,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	\$20,000
<hr/>	
Total estimated TIF-eligible project costs	\$ 947,500

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(b)
Estimated TIF-Eligible Costs for Hotel Project

Land Acquisition:	\$400,000
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Exterior	\$115,900
Public Parking	\$210,000
Architectural/Engineering	\$155,000
Legal Fees	\$20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
Total estimated TIF-eligible project costs	\$1,428,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(c)
Estimated TIF-Eligible Costs for Apartment Project

Land Acquisition:	\$300,000
Site Grading/Dirt Work	\$225,000
Site Drainage/Detention	\$50,000
Site Drives/Parking	\$215,000
Site Utilities/Infrastructure	\$115,000
Architectural/Engineering	\$155,000
Legal Fees	\$50,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
Total estimated TIF-eligible project costs	\$1,225,000

* The above values are preliminary estimates and subject to change.

EXHIBIT “5”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

Bomgaars Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Bomgaars Project. Retail LLC has the project site for the Bomgaars Project under contract and will acquire the site from a third party owner as part of the Bomgaars Project. Part of the vacant Walmart building currently located on the site will be demolished as part of the Bomgaars Project.

Hotel Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Hotel Project. Lodging LLC has the project site for the Hotel Project under contract and will acquire the site from a third party owner as part of the Hotel Project.

Apartment Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Apartment Project. Quantum has the project site for the Apartment Project under contract and will acquire the site from a third party owner as part of the Apartment Project.

B. Population Density

Bomgaars Project

The Bomgaars Project will not affect population density.

Hotel Project

The Hotel Project will not affect population density.

Apartment Project

The Apartment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. The Apartment Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Apartment Project.

C. Land Coverage

Bomgaars Project

An approximately 116,214 square foot building is currently located on the site for the Bomgaars Project. Retail LLC will demolish a portion of this building as part of the Bomgaars Project. The new retail bay will encompass approximately 55,000 square feet of interior space and 35,000 of exterior display space. In addition, approximately 115 parking stalls will be located in the site. The Bomgaars Project will comply with all applicable land coverage ratios required by the City.

Hotel Project

The hotel will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 16,000 to 17,000 square feet and a total square footage of approximately 50,000 square feet. The Hotel Project will comply with all applicable land coverage ratios required by the City.

Apartment Project

The apartments will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 20,000 to 27,000 square feet and a total square footage of approximately 104,400 square feet. The Apartment Project will comply with all applicable land coverage ratios required by the City.

D. Traffic Flow, Street Layouts and Street Grades

The CDA and Redevelopers anticipate that the Phase I Projects will increase traffic to and from the Phase I Project Sites. There will be additional traffic from residents traveling to and from the apartments, as well as employees, customers, and visitors traveling to and from the hotel and Bomgaars store.

As part of the Phase I Projects, Redevelopers will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redevelopers do not anticipate that the Phase I Projects require modification of existing public rights-of-way. The public improvements for the Phase I Projects will address any traffic and street infrastructure concerns that would otherwise be created by the Phase I Projects. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

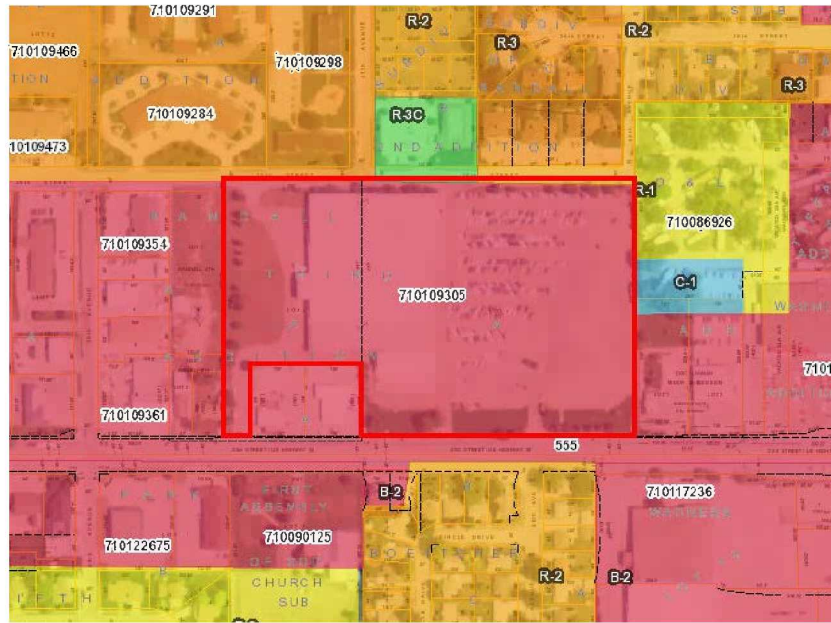
E. Parking

Each of the Phase I Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase I Projects should increase the efficiencies and beneficial traffic flow of the parking for

all the uses located within the Phase I Project Sites. The Phase I Projects will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Phase I Project Sites are currently located within the B-2 Zoning District. The Future Land Use Plan in the general plan of the City states that the Phase I Project Sites are to remain as B-2 Zoning Districts. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

The Phase I Projects fall within the permitted uses in the B-2 Zoning District. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase I Projects. Retail LLC also intends to file a condominium declaration on the lot containing the former Walmart building to legally separate the building into two or more separate parcels.

**EXHIBIT “6”
Cost Benefit Analysis**

Supplement to the WHO Development Redevelopment Project

This cost-benefit analysis for this Supplement to the Redevelopment Plan and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the first phase of the Project.

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

The taxes generated by the current value of the Phase I Project Sites will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Phase I Projects will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Phase I Projects, the true tax shift of the Phase I Projects is a positive shift in taxes after fifteen years. Additionally, because of the need to demolish the former Walmart building on the Bomgaars Site and undertake extensive reconfiguration of the Phase I Project Sites to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Phase I Project Sites without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Phase I Projects:

Bomgaars Project

a.	Anticipated Project Site Base Valuation (2018):	\$600,000.00
b.	Projected Completed Project Assessed Valuation:	\$2,250,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$1,650,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$31,149.96

Hotel Project

a.	Anticipated Project Site Base Valuation (2018):	\$150,000.00
b.	Projected Completed Project Assessed Valuation:	\$4,000,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$3,850,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$72,620.24

Apartment Project

a.	Anticipated Project Site Base Valuation (2018):	\$250,000.00
b.	Projected Completed Project Assessed Valuation:	\$6,675,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$6,425,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$121,190.93

Notes:

- 1. The assessed value of the entire 12 acre vacant Walmart site for January 1, 2018 was \$1,525,275. Of this amount, approximately \$1,000,000 is being attributed to the portion making up the Phase I Project Sites.*
- 2. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

- a. Public infrastructure improvements and impacts:

Bomgaars Project

There are no anticipated negative public infrastructure impacts from the Bomgaars Project. The Bomgaars Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Bomgaars Project should not create a burden on public resources. Retail LLC will construct internal private roadways or implement access easements within the Redevelopment Area between Bomgaars, the hotel, the apartments, and developments in future phases to provide the necessary ingress and egress for the Bomgaars Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Bomgaars Project. Drainage and detention improvements required for the Bomgaars Project will benefit the public and surrounding property.

Hotel Project

There are no anticipated negative public infrastructure impacts from the Hotel Project. The Hotel Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Hotel Project should not create a burden on public resources. Lodging LLC will construct internal private roadways or implement access easements within the Redevelopment Area between the hotel, the Bomgaars store,

the apartments, and developments in future phases to provide the necessary ingress and egress for the Hotel Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Hotel Project. Drainage and detention improvements required for the Hotel Project will benefit the public and surrounding property.

Apartment Project

There are no anticipated negative public infrastructure impacts from the Apartment Project. The Apartment Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Apartment Project should not create a burden on public resources. Quantum will construct internal private roadways or implement access easements within the Redevelopment Area between the apartments, the hotel, the Bomgaars store, and developments in future phases to provide the necessary ingress and egress for the Apartment Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Apartment Project. Drainage and detention improvements required for the Apartment Project will benefit the public and surrounding property.

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

Bomgaars Project

Retail LLC and the CDA anticipate that the Bomgaars Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Bomgaars project should be approximately \$30,000 per year. Additionally, the Bomgaars Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Bomgaars Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Bomgaars Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

Hotel Project

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5%, sales taxes generated by the hotel should be approximately \$25,000 per year. Additionally, the Hotel Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant lodging tax revenue to Platte County and the City. Based on preliminary projections and at a combined lodging tax rate of 4%, lodging tax revenue generated by the hotel should be approximately \$60,000-\$70,000 per year.

Apartment Project

The City should realize revenue from sales tax paid by new residents of the apartments constructed as part of the Apartment Project. Additionally, the Apartment Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

Bomgaars Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Bomgaars Project. As such, the CDA expects that the public and private improvements associated with the Bomgaars Project will attract businesses, employees and residents to the area. The Bomgaars Project will provide retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Bomgaars site will require a number of construction employees and managers. Retail LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame.

Retail LLC anticipates the creation of a number of new jobs. The Bomgaars store will be approximately 200% larger than the current Bomgaars store in the City, resulting in more jobs. Bearing the above in mind, Retail LLC and the CDA anticipate that the Bomgaars Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Bomgaars Site.

Hotel Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Hotel Project. As such, As such, the CDA expects that the public and private improvements associated with the Hotel Project will attract businesses, employees and residents to the area. The influx of visitors to the area created by the Hotel Project should create a boost to the surrounding businesses.

Construction of the hotel will require between 100-125 construction employees and managers. Lodging LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to construction workers will be in excess of \$3 million.

Lodging LLC anticipates that the Hotel Project will result in the creation of 6-8 full-time jobs and 8-12 part-time jobs. Bearing the above in mind, Lodging LLC and the CDA anticipate that the Hotel Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

Apartment Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Apartment Project. As such, As such, the CDA expects that the public and private improvements associated with the Apartment Project will attract businesses, employees and residents to the area. The influx of residents within the area created by the Apartment Project should create a boost to the surrounding businesses.

Additionally, there is a need for housing in the City. As such, the Apartment Project will provide needed additional housing for employees of firms both within and outside of the Redevelopment Area.

Construction of the hotel will require between 100-125 construction employees and managers. Quantum intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to these construction workers will be in excess of \$3 million.

Quantum anticipates that the Apartment Project will result in the creation of 1-2 full-time jobs and 2-6 part-time jobs. Bearing the above in mind, Quantum and the CDA anticipate that the Apartment Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

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

Bomgaars Project

The CDA does not anticipate that the Bomgaars Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Bomgaars Project. The Bomgaars Site was previously occupied

by Walmart, so Bomgaar's occupancy (i.e., a smaller retailer) should not have a material effect on retailers and other employers located outside the area.

Hotel Project

The proposed hotel is an upper midscale hotel, which would complement the existing hotel options in the City. Lodging LLC engaged Core Distinction Group to prepare a feasibility study with respect to the hotel.

Core Distinction performed multiple community interviews to help determine the need for a new hotel:

- When Core Distinction Group asked individual businesses in the area if they had need for new, quality accommodations in the community, 84% identified specific a need.
- When Core Distinction Group asked individuals and businesses in the area if they there was a need in the City for a new hotel, 100% stated they did.

Core Distinction surveyed representatives from the Columbus Area Chamber of Commerce, the Columbus/Platte County Convention and Visitors Bureau, and numerous businesses in the community. Multiple interviewees noted that they see a great need for additional lodging generally, and a great need for a new hotel with additional amenities. There was substantial support for a new hotel and a consensus that additional hotel rooms were needed in the community. In addition to these interviews, Core Distinction performed independent research and determined there is additional need in the market from the large companies in the City and the surrounding area.

Based upon this information, Lodging LLC determined that the City could support a new hotel. Furthermore, based upon the stated need for a new hotel in the community, Lodging LLC does not anticipate a negative impact on surrounding businesses in the hospitality industry beyond healthy business competition.

Apartment Project

The CDA does not anticipate that the Apartment Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Apartment Project. The City is in need of additional housing. Accordingly, the Apartment Project will benefit employees and employers outside of the area by providing needed housing options.

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

Redeveloper and the CDA anticipate the following relevant impacts on the City:

Bomgaars Project

- The Bomgaars Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Bomgaars Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Retail LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Bomgaars Project.

Hotel Project

- The Hotel Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Hotel Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Lodging LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Hotel Project.
- The Hotel Project should bring significant consumer spending to other area businesses from hotel guests currently staying in other markets. Most notably, restaurants and gas stations will receive an immediate and direct benefit from the Hotel Project.

Apartment Project

- The Apartment Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Apartment Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Apartment Project.
- The Apartment Project should bring significant consumer spending to other area businesses from apartment residents currently living in other markets. The residential density will expand the need for existing services resulting in more employment by existing businesses within the area due to the increased demand for goods and services.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this supplemental cost-benefit analysis, the benefits outweigh the costs of the proposed Phase I Projects.

RESOLUTION NO. R19-143

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SUPPLEMENT TO A REDEVELOPMENT PLAN ENTITLED "SECOND SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE II OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)".

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

WHEREAS, the Mayor and Council approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 1 (the "West 23rd Street Corridor Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the West 23rd Street Corridor Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the West 23rd Street Corridor Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Nebraska Community Redevelopment Law and the Comprehensive Plan of the City; and

WHEREAS, on April 2, 2018, via Resolution No. R18-42, the Mayor and Council approved a redevelopment plan amendment entitled: "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (WHO Development Redevelopment Project)" (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan set forth a phased redevelopment project (the "Project") to be implemented via amendments to the Redevelopment Plan; and

WHEREAS, on July 2, 2018, via Resolution No. R18-85, the Mayor and Council approved a supplement to the Redevelopment Plan implementing the first phase of the Project (the "First Plan Supplement"); and

WHEREAS, attached hereto as Exhibit "A" is a second supplement to the Redevelopment Plan setting forth the second phase of the Project (the "Second Plan Supplement "); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Second Plan Supplement on September 9, 2019; and

WHEREAS, the Mayor and Council accept the Second Plan Supplement and find that all conditions precedent to approval have occurred; and

WHEREAS, the Second Plan Supplement complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Second Plan Supplement would not be economically feasible without the use of tax-increment financing.

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

Section 1. The Second Plan Supplement attached as Exhibit "A" complies with the Comprehensive Plan of the City and conforms to the Redevelopment Plan.

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

(a) The proposed land uses and building requirements in the redevelopment area as described in the Second Plan Supplement are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Second Plan Supplement adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage

and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Second Plan Supplement contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Second Plan Supplement with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Second Plan Supplement sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment area, as designated in the Second Plan Supplement which method of financing is the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Second Plan Supplement, which are currently expected to be displaced from such area.

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

Section 4. The redevelopment set forth in the Second Plan Supplement would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Second Plan Supplement without the use of tax-increment financing; and the costs and benefits of the Second Plan Supplement, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Second Plan Supplement.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Second Plan Supplement.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT "A"

Second Plan Supplement

(See attached)

**SECOND SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:
AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(PHASE II OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City"), has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Master Redevelopment Plan"). The Master Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42, as supplemented by that certain First Amendment to the Redevelopment Plan, approved by the Mayor and City Council of the City as of July 2, 2018, via Resolution No. R18-85 (the "First Supplement"). Collectively, the Master Redevelopment Plan and First Supplement are referred to herein as the "Redevelopment Plan". A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "7". All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan. Should anything in this Supplement conflict with the terms of the Redevelopment Plan, this Supplement shall control. This Supplement shall supersede all terms pertaining to the "Retail/Restaurant" phase of the Redevelopment Plan.

The Redevelopment Plan sets forth a phased redevelopment project (the "Master Project"). The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the second phase of the Master Project. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The City will consider additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The second phase of the Redevelopment Plan shall consist of the construction of an approximately 3,000 square foot restaurant. The space will initially be occupied by a Freddy's Frozen Custard & Steamburgs restaurant. The second phase will also include exterior improvements and finishes to the building, exterior signage, interior lighting, new flooring, new HVAC and plumbing, construction of public restrooms, and approximately 42 new parking stalls (collectively, the "Project"). Who Development, LLC, or its assignee ("Redeveloper"), will undertake construction of the Project.

As provided within the Redevelopment Plan and this Supplement, Redeveloper and the Community Development Agency of the City of Columbus, Nebraska (the "CDA"), anticipate the use of TIF for the Project. The Project would not proceed but for the use of TIF because:

1. According to Redeveloper, the costs of the building, cost of land, new exterior façade, interior bathrooms, walls, lighting, HVAC, electrical, etc. is expected to be significantly greater than the as-completed fair market value of the retail space, in the absence of TIF.

2. This Project is one phase of the overall Master Project, and the initial infrastructure for all of the phases could not be completed without TIF. Without the assistance of TIF for this Project and other phases of the Master Project, Redeveloper (or its assignees) would not be able to proceed with the substantial site improvements and infrastructure improvements that are required within the Redevelopment Area.
3. Redeveloper has entered into a contract to sell the Project Site (defined below) to TR Hospitality Group, LLC, contingent upon the approval of the Project to assist with the TIF-eligible costs associated with and allocated to this Project, including but not limited to the site grading/dirt work, public access drives, utility and detention improvements, and an allocated portion of the fair value of the site acquisition price that will not be paid by the purchase price. Redeveloper is only able to convey the project site contingent upon the availability of TIF to pay for these costs.
4. According to Redeveloper, no buyer or restaurant operator would be able to make a reasonable return on investment without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Accordingly, the Project would not be economically feasible without the use of TIF and the Project would not occur in the Redevelopment Area without the use of TIF.

A. The Redevelopment Area

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Master Redevelopment Plan. The Project is located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard and in need of redevelopment.

B. The Project Site

The project site for the Project is set forth in Exhibit "1" (the "Project Site").

C. Conformance with Comprehensive Plan

Paragraph A of the Redevelopment Plan sets forth an analysis of the Project's conformance with the City's Comprehensive Plan.

D. The Project

Redevelopment of the Project Site pursuant to this Supplement will eliminate the blighted and substandard conditions on the Project Site and will further the purposes of the Nebraska Community Development Law, Nebraska Revised Statutes Sections 18-2101 et seq. (the "Act"), in conformity with the Redevelopment Plan and the City's Comprehensive Plan. Additionally, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

Redeveloper intends to complete the following private and public improvements as part of the Project:

1. Project Description and Implementation

The Project involves the construction of an approximately 3,000 square foot restaurant. Redeveloper intends to initially lease the space to Freddy's Frozen Custard & Steakburgers restaurant. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Construction of building;
- Improvements to exterior finishes;
- Construction of exterior signage;
- Installation of interior lighting;
- Installation of flooring;
- HVAC and plumbing improvements;
- Construction of public restrooms; and
- Creation of approximately 42 new parking stalls.

A site plan for the Project is attached hereto as Exhibit "2" and incorporated herein by this reference. Redeveloper estimates that the total cost of the Project (both public and private improvements) will be \$3,351,000, including furniture, fixtures and equipment. The estimated costs related to the Project are attached hereto and incorporated herein as Exhibit "3".

Redeveloper intends to begin construction on the Project upon approval of this Supplement. Construction is scheduled to conclude by May 1, 2020. No businesses or residents will be displaced as a result of the Project.

2. The Public Improvements

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act. The anticipated costs of the Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, site work, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4".

The TIF-eligible costs of the Project provided under Exhibit "4" are estimates and preliminary projections. Final costs shall be determined upon receipt of bids for work and subsequent invoicing. Redeveloper will certify the final costs to the CDA upon completion of the TIF-eligible improvements associated with the Project.

As provided in the Redevelopment Plan, the improvements listed as TIF-eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the

implementation of redevelopment agreements for subsequent phases. The TIF-eligible improvements included as part of the Project may be reasonably allocated between the various phases of the Project and the TIF revenues generated from each phase of the Master Project may be used to assist with the payment of the eligible expenses of the entire Project; provided there is no duplication of costs.

The Project will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

E. Implementation and Financing of the Projects

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

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

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

Based upon the 2019 assessed value of \$87,175 for the Project Site and a post-redevelopment valuation of \$1,200,000 for the Project, Redeveloper and the CDA estimate that the Project will generate post-redevelopment annual TIF Revenues of approximately \$21,193. This equates to total estimated TIF Revenues of \$317,895 over the course of fifteen years. Of the estimated \$317,895 in TIF Revenues, the CDA and Redeveloper contemplate issuance of TIF bond or note (“TIF Indebtedness”) not to exceed \$215,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Project. As shown on Exhibit 4, the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Project is \$3,351,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Redeveloper and the Agency anticipate that upon approval of the Plan and redevelopment contract, Redeveloper will sell the Project Site and assign all obligations for construction of the Project under the redevelopment contract to TR Hospitality Group, LLC, but retain the TIF Indebtedness.

F. Statutory Elements

As detailed above, the Project contemplates the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

G. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Project is attached hereto and incorporated herein as Exhibit "6".

EXHIBIT “1”
Project Site

Legal Description:

LOT 4 LEGACY SQUARE SUBDIVISION A SUBDIVISION OF LOTS 1 & 2 BLOCK A
RANDALL 3RD ADDITION, COLUMBUS, PLATTE COUNTY, NEBRASKA.

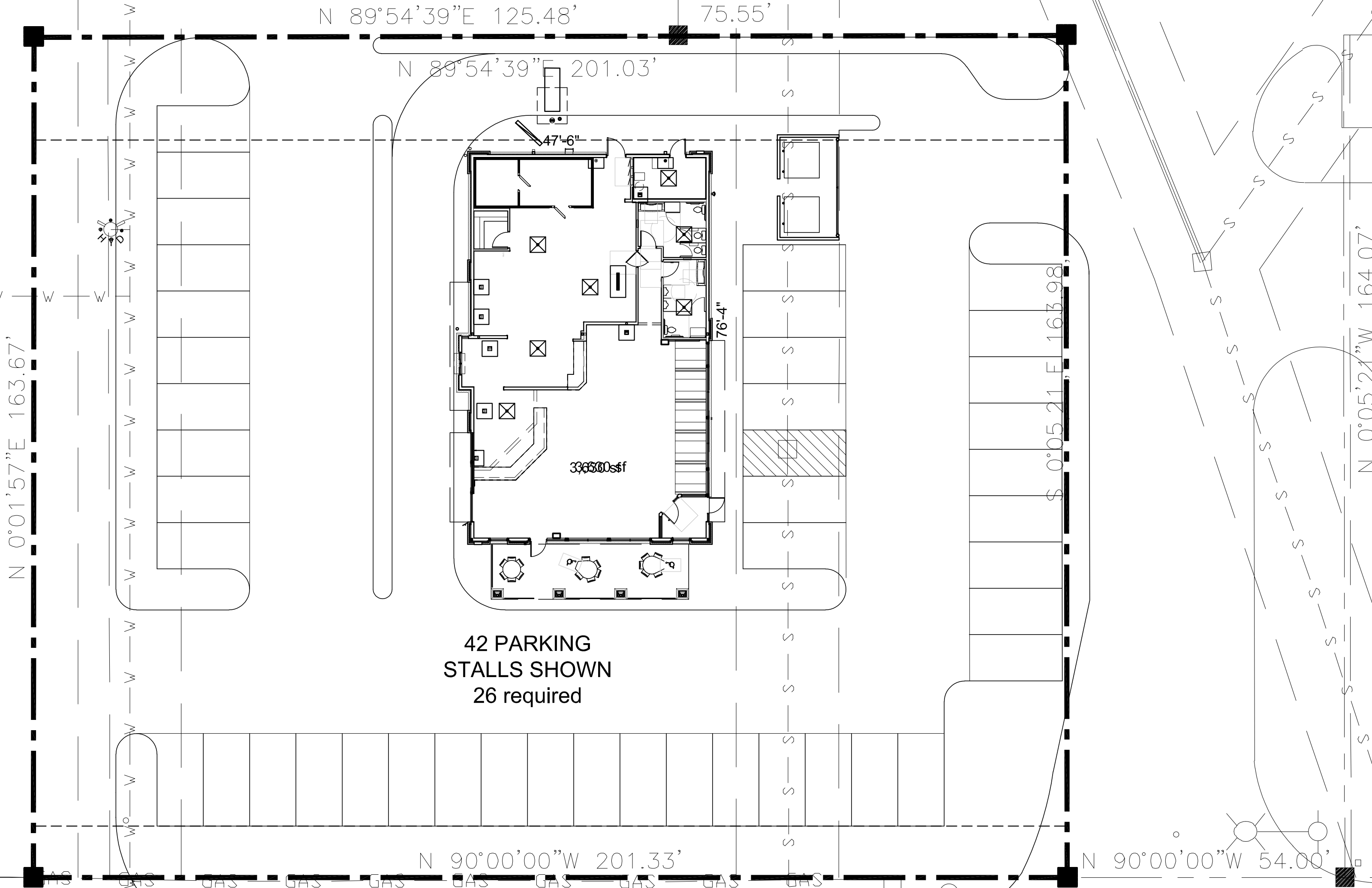
**EXHIBIT “2”
Project Site Plan**

[See attached]

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

FOR DISPLAY

1.46 ACRE



42 PARKING STALLS SHOWN
26 required

33680sf

23rd Street / HWY 81



A4 SITE PLAN OPTION 3
SCALE: 1/16"=1'-0"

PROGRESS PRINT
02.07.19
11 x 17 = 1/2 scale

plan4
ARCHITECTURE

900 east first st. ste b, mcperson kansas 620.241.4353
www.plan4arch.com

SITE PLAN OPTION 3

23rd Street
Columbus, NE

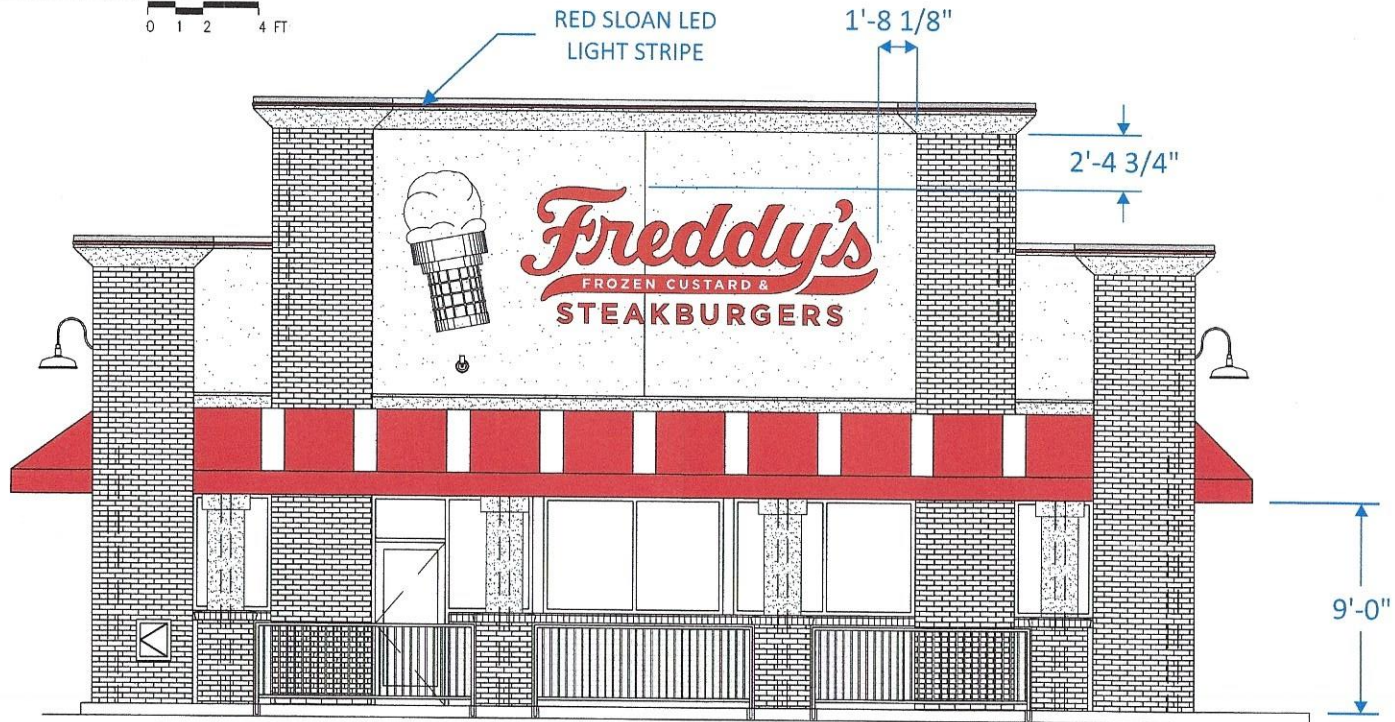
Contract Date	
Rev No. 1	
Rev No. 2	
Rev No. 3	
Rev No. 4	
Rev No. 5	
Rev No. 6	
Project Number:	19.04
DWG File	BASE SITE
Designed By:	plan4
Drawn By:	CJH
Approved By:	plan4
Date:	

DISCLAIMER:
The information contained on these documents is NOT FOR CONSTRUCTION nor to take the place of construction documents, permitting or any regulatory approval thereof. This information is for feasibility, programming and conceptual purposes only and does not imply any final design or engineering. Plan 4 Architecture Design cannot be held responsible for the use or misuse of this information.

SHEET NUMBER
AS100

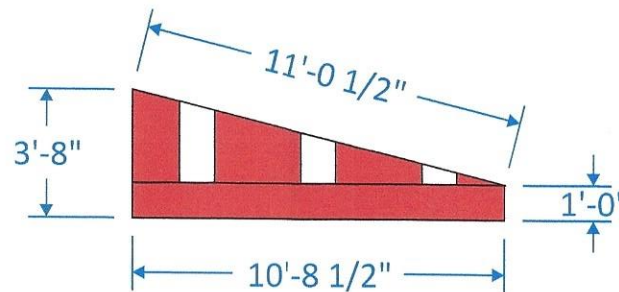
SOUTH ELEVATION

SCALE: 1/8" = 1'



LOGO CHANNEL LETTERS

SCALE: 3/16" = 1'



AWNINING DETAIL

SCALE: 3/16" = 1'

APPROXIMATE LENGTH:
38'-10"



RON'S SIGN COMPANY
1329 S. Handley St.
Wichita, KS 67213
Phone: 1.316.267.8914
Fax: 1.316.267.0811

JOB #: #
DATE: 01.24.18
DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

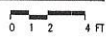
DESIGN PHASE: PROPOSED

SHEET NUMBER:

1.0

EAST ELEVATION

SCALE: 1" = 10'



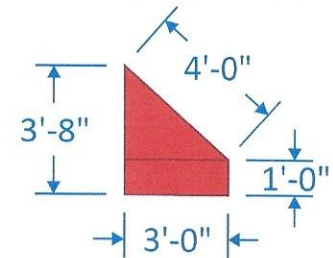
ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



APPROXIMATE LENGTH:
35'-3"

AWNINING DETAIL

SCALE: 3/16" = 1'



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Wichita, KS 67213
Phone: 1.316.267.8914
Fax: 1.316.267.0811

JOB #: #
DATE: 01.24.18
DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

DESIGN PHASE: PROPOSED

SHEET NUMBER:

2.0

WEST ELEVATION

SCALE: 1" = 10'



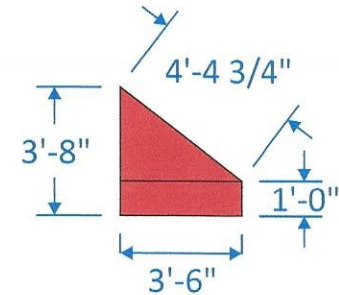
ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



ITEM CHANNEL LETTERS

SCALE: 3/16" = 1'



UNDER "TURTLE SUNDAES"

APPROXIMATE LENGTH:
25'-0"

UNDER LOGO SIGN

APPROXIMATE LENGTH:
17'-4"

AWNING DETAIL

SCALE: 3/16" = 1'



RON'S SIGN COMPANY
1329 S. Handley St.
Wichita, KS 67213
Phone: 1.316.267.8914
Fax: 1.316.267.0811

JOB #: #
DATE: 01.24.18
DESIGNER: A. SMITH
SALES REP: J. SAINDON
PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521

(SIGNATURE)
CLIENT APPROVAL:

DATE:

CUSTOMER:

FREDDY'S FROZEN CUSTARD

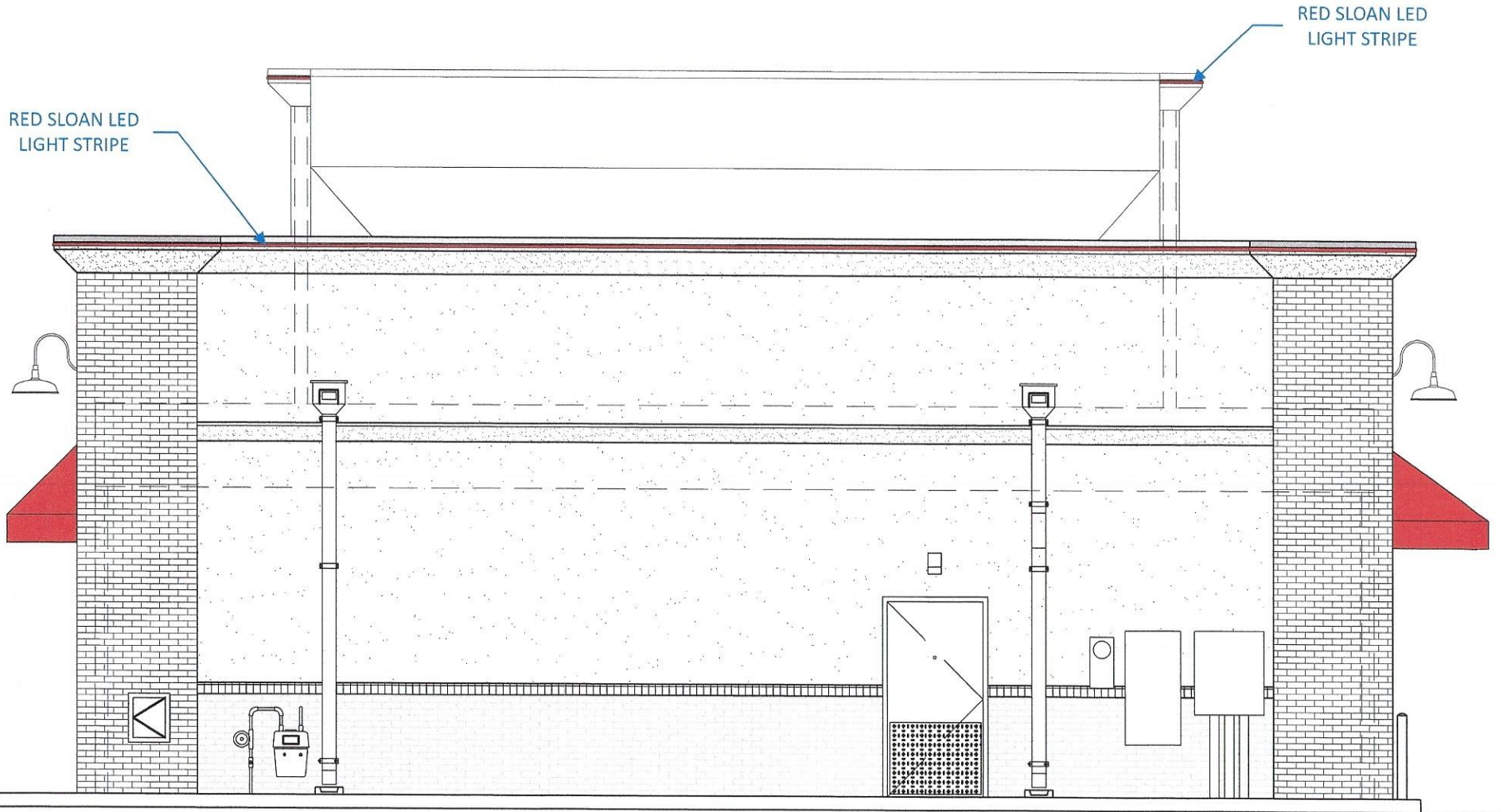
DESIGN PHASE: PROPOSED

SHEET NUMBER:

3.0

NORTH ELEVATION

SCALE: 3/16" = 1'



RON'S SIGN COMPANY
 1329 S. Handley St.
 Wichita, KS 67213
 Phone: 1.316.267.8914
 Fax: 1.316.267.0811

JOB #: #
 DATE: 01.24.18
 DESIGNER: A. SMITH
 SALES REP: J. SAINDON
 PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521
 (SIGNATURE)
 CLIENT APPROVAL: _____
 DATE: _____

CUSTOMER:
 FREDDY'S FROZEN CUSTARD
 DESIGN PHASE: PROPOSED

SHEET NUMBER:
4.0

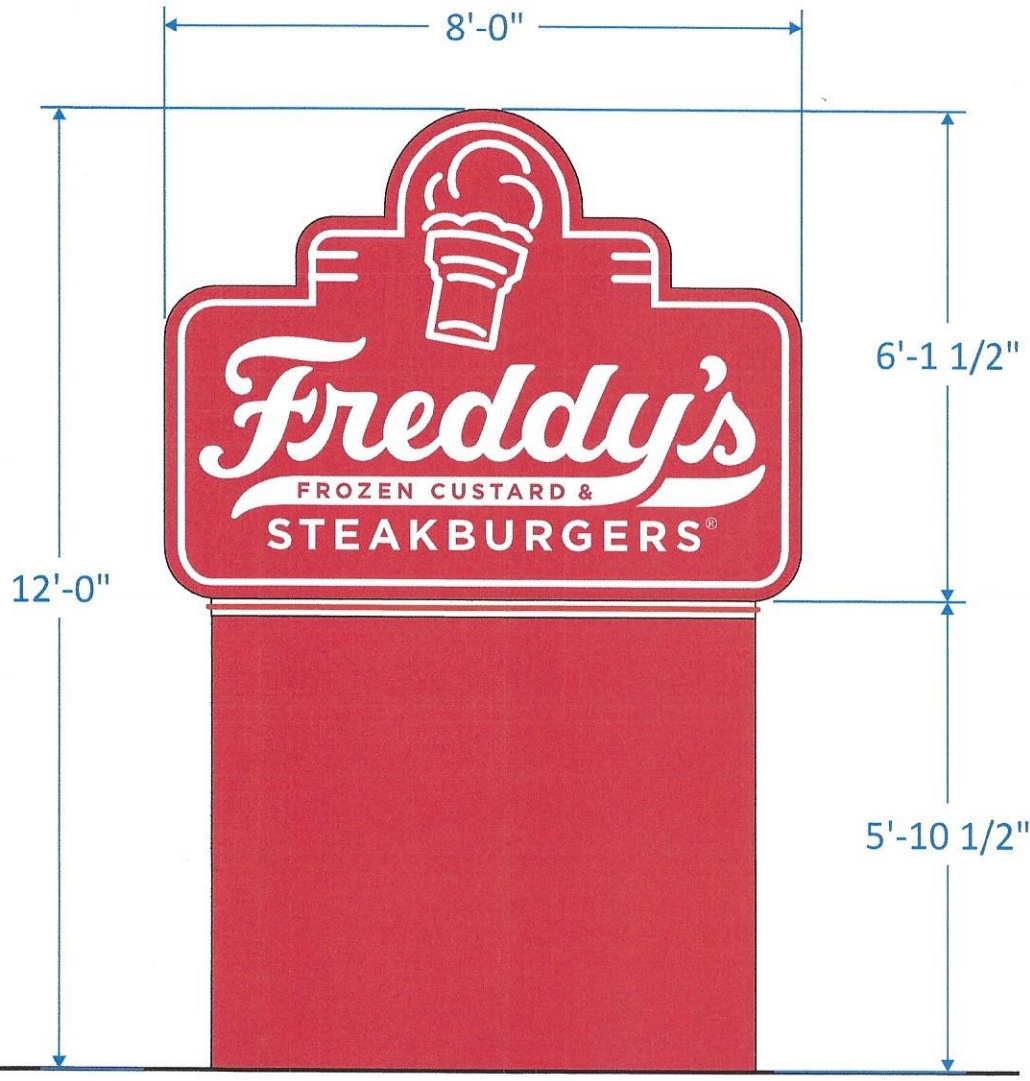
By signing this, you agree that all of the following is correct and satisfactory. This layout is the property of Ron's Sign Co. and may not be shown to anyone outside of your organization, nor is to be used, reproduced, copied, or exhibited in any fashion. Ron's Sign Co. will aim to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying surface materials and paint codes used. All sizes and dimensions are illustrated for client's view of the project and is not to be viewed as being exact size or exact scale.

STREET SIGN

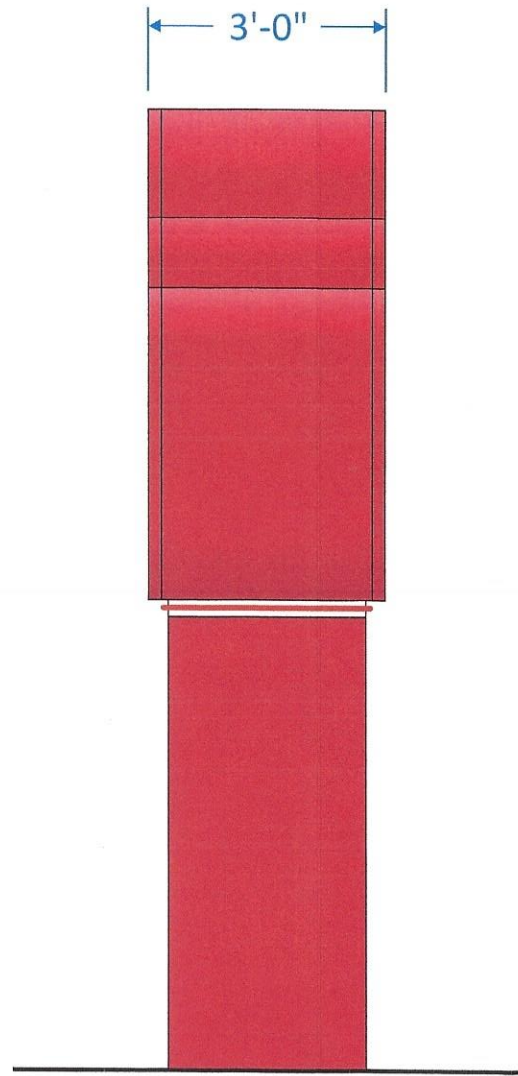
NEW LED LIGHTED STREET SIGN - FREDDY'S

SIGN CABINET SQ FT: 49 SQ FT
OVERALL HEIGHT: 12'-0"

SCALE: 1" = 28"



FRONT VIEW



SIDE VIEW



RON'S SIGN COMPANY
 1329 S. Handley St.
 Wichita, KS 67213
 Phone: 1.316.267.8914
 Fax: 1.316.267.0811

JOB #: #
 DATE: 01.24.18
 DESIGNER: A. SMITH
 SALES REP: J. SAINDON
 PROJ MGR: .

ADDRESS: 3300 N. 27th St, Lincoln, NE 68521
 (SIGNATURE) _____ DATE: _____
 CLIENT APPROVAL: _____

CUSTOMER:
 FREDDY'S FROZEN CUSTARD
 DESIGN PHASE: PROPOSED

SHEET NUMBER:
6.0

By signing this, you agree that all of the following is correct and satisfactory. This layout is the property of Ron's Sign Co. and may not be shown to anyone outside of your organization, nor is to be used, reproduced, copied, or exhibited in any fashion. Ron's Sign Co. will aim to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying surface materials and paint codes used. All sizes and dimensions are illustrated for client's view of the project and is not to be viewed as being exact size or exact scale.

EXHIBIT "3"
Estimated Costs of Project

Building & Land Acquisition	\$150,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<u>Construction Hard Costs & FF&E</u>	<u>\$3,000,000</u>
Total:	\$3,351,000

* The above values are preliminary estimates and subject to change.

EXHIBIT "4"
Estimated TIF-Eligible Costs for Project

Building & Land Acquisition	\$150,000
Site Grading/Dirt Work	\$65,000
Utilities and Detention	\$35,000
Drives/ Parking	\$70,000
Traffic Engineering	\$14,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
Total estimated TIF-eligible project costs	\$351,000

* The above values are preliminary estimates and subject to change.

EXHIBIT “5”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition, demolition or disposal of private property, or relocation of families or businesses is necessary to accomplish the Project.

B. Population Density

The Project will not affect population density.

C. Land Coverage

The Project Site is currently a vacant parking lot that previously served the old Walmart building. The new restaurant building will encompass approximately 3,000 square feet. The Project will comply with all applicable land coverage ratios required by the City.

D. Traffic Flow, Street Layouts and Street Grades

The CDA and Redeveloper anticipate that the Project will increase traffic to and from the Project Site. There will be additional traffic from employees and patrons traveling to and from the restaurant.

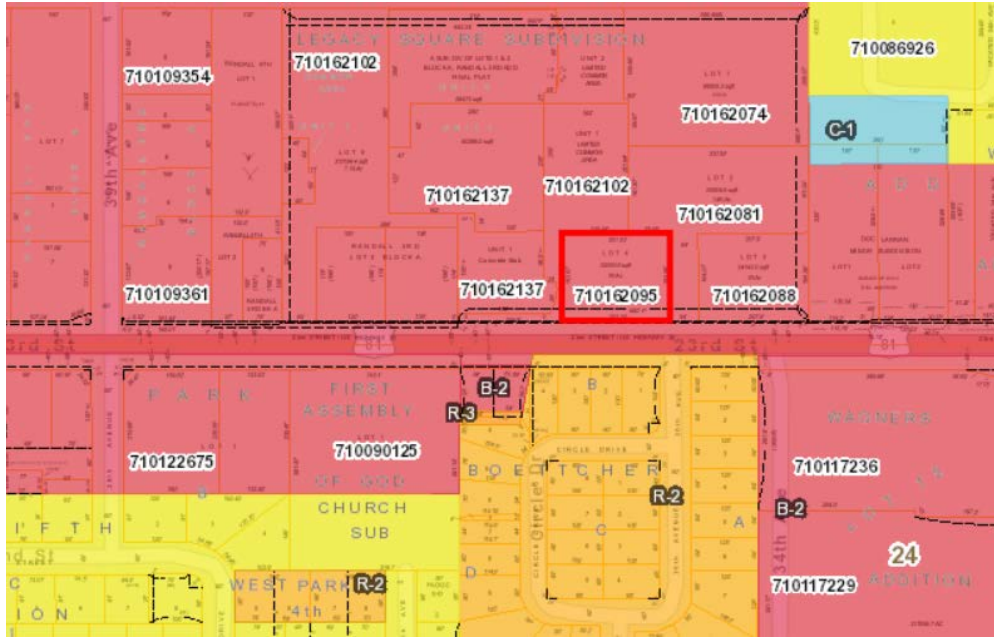
As part of the Project, Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redeveloper do not anticipate that the Project requires modification of existing public rights-of-way. The public improvements for the Project will address any traffic and street infrastructure concerns that will otherwise be created by the Project. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

E. Parking

The Project includes the construction of approximately 42 public parking spaces. The Project will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project should increase the efficiencies and beneficial traffic flow of the parking for all the uses located in and around Project Site.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City states that the Project Site is to remain as B-2 Zoning District. The applicable land use map is set forth below:



Freddy's Frozen Custard & Steakburgers restaurant is classified as a "Restaurant (Drive-In)" under the City's zoning ordinance, which is a permitted use within a B-2 Zoning District. As such, the Project does not require a zoning change. Notwithstanding, Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project.

**EXHIBIT “6”
Cost Benefit Analysis**

Supplement to the WHO Development Redevelopment Project

This cost-benefit analysis for this Supplement and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Master Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the second phase of the Project.

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

The taxes generated by the current value of the Project Site will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of the Project is a positive shift in taxes after fifteen years. Additionally, because of the need to demolish a portion of the former Walmart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing TIF. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Project:

a.	Anticipated Project Site Base Valuation (2019):	\$87,175
b.	Projected Completed Project Assessed Valuation:	\$1,200,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,112,000
d.	Estimated Tax Levy:	1.92369
e.	Annual Projected Tax Shift:	\$21,193

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

a. Public infrastructure improvements and impacts:

There are no anticipated negative public infrastructure impacts from the Project. The Project will require the construction or extension of utilities to serve the Project Site, but the Project should not create a burden on public resources. Redeveloper will construct internal private roadways or implement access easements within the Redevelopment Area between the Project Site and developments in prior and future phases to provide the necessary ingress and egress for the Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements and drainage and detention improvements required for the Project will be constructed as part of the Master Project or the Project.

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

The Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. The Project should create material tax and other public revenue for the City and other local taxing jurisdictions. Based on preliminary projections and the City's sales tax rate of 1.5%, Redeveloper estimates that the Project will generate approximately \$20,000 in sales tax per year. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

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

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Project. As such, the CDA expects that the public and private improvements associated with the Project will attract businesses, employees and residents to the area.

Construction of the Project will require a number of construction employees and managers. Redeveloper intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Additionally, Redeveloper anticipates the creation of approximately eight full-time and ten part-time jobs via the restaurant. Bearing the above in mind, Redeveloper and the CDA anticipate that the Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Project Site.

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

The CDA does not anticipate that the anticipated use for the Project (i.e., a restaurant) will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Project. Rather, it provides an additional dining option to the community as a whole and creates new jobs for the City's citizens.

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

The project will not impact student populations.

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

Redeveloper and the CDA anticipate the following relevant impacts on the City:

- The Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Project.

7. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this supplemental cost-benefit analysis, the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council of the City and have been found to be in the long-term best interest of the City.

EXHIBIT "7"
REDEVELOPMENT PLAN

[See attached]

RESOLUTION NO. R18-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN ENTITLED "33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN."

WHEREAS, The Mayor and City Council of the City of Columbus approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, Section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, it is contemplated that the redevelopment of the Redevelopment Areas may occur in phases and will occur pursuant to one or more redevelopment plans; and

WHEREAS, the City finds based on substantial evidence in the record of this proceeding that the redevelopment of the Redevelopment Areas will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the general plan of the City; and

WHEREAS, it is anticipated and desired that any future redevelopment plans presented to the City for the Redevelopment Areas will comply with the general plan of the City; and

WHEREAS, the City previously approved a plan of redevelopment entitled the "33rd AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R10-111 (the "Redevelopment Plan"); and

WHEREAS, attached hereto as Exhibit "A" is an amendment to the Redevelopment Plan for redevelopment within one or more of the Redevelopment Areas (the "Redevelopment Plan Amendment"); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska provided written findings on and recommended the City's adoption and approval of the Redevelopment Plan Amendment on March 12, 2018; and

WHEREAS, the Redevelopment Plan Amendment complies with the general plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing.

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

Section 1. Any redevelopment plan presented to the City of Columbus for one or more of the Redevelopment Areas shall comply with the general plan of the City.

Section 2. The Redevelopment Plan Amendment attached as Exhibit "A" complies with the general plan of the City.

Section 3. Based on the substantial evidence in the record of this proceeding, the City accepts and adopts the findings of the Planning Commission of the City of Columbus, as follows:

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

(b) The Redevelopment Plan Amendment contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan Amendment; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan Amendment sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the Redevelopment Areas, as designated in the Redevelopment Plan Amendment which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan Amendment, which are currently expected to be displaced from such area.

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

Section 4. The redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing; would not occur in the Redevelopment Areas without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan Amendment, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan Amendment.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and City Council hereby approve and adopt the Redevelopment Plan Amendment.

INTRODUCED BY COUNCIL MEMBER Charlie Bahr

PASSED AND ADOPTED THIS 2 DAY OF April, 2018.

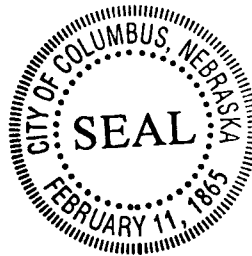
Janis Bally
MAYOR

ATTEST:

Janelle Heine
CITY CLERK

APPROVED AS TO FORM:

David C. Levy
DAVID C. LEVY, SPECIAL CITY ATTORNEY



**AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30
REDEVELOPMENT PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City previously identified as the 33rd Avenue and U.S. Highway 30 Area, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City (the City Council, in its capacity as the governing body of the City and the community development agency of the City, hereafter collectively referred to as the "City Council") as of December 20, 2010 via Resolution No. R10-111. Pursuant to Resolution No.R18-10, adopting new and amended blighted and substandard area designations within the City, approved by the City Council as of February 5, 2018, the redevelopment area identified in the Redevelopment Plan is now a part of Redevelopment Area 1, a/k/a the West 23rd Street Corridor Area (the "Redevelopment Area"). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

The primary purpose of this Amendment to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on a site located in the City, within a portion of the Redevelopment Area identified in the Redevelopment Plan and generally located within the commercial corridors of 23rd Street from 15th Avenue to 48th Avenue, and 33rd Avenue north of 13th Street and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

A. The Project Site

The Project Site is blighted, substandard and in need of redevelopment. The City Council has considered whether redevelopment of the Project Site, and specifically, the WHO Development Redevelopment Project defined herein (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The primary goal of the Redevelopment Plan was to strengthen the Redevelopment Area by "capturing a share of the anticipated private market activity within the region". The Redevelopment Plan further incorporated the goals, policies, and actions set forth in the Comprehensive Plan with respect to the Redevelopment Area. The Comprehensive Plan identifies the Project Site as a major commercial growth area and, among other goals, stresses the importance of infill commercial development and reuse of existing, vacant stores and tracts of land. In this consideration, the City Council finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds,

and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site consists of approximately 12.23 acres of blighted and substandard land located in the Redevelopment Area and in need of redevelopment. An approximately 116,214 square foot former Wal-Mart building and 776 stall parking lot is currently located on the site, and the building's size and condition make the Project Site unusable in its current condition. An aerial view of the Project Site is included on the attached and incorporated Exhibit "A". Because of the current condition of the Project Site, it is necessary to undertake substantial demolition and reconfiguration of the Project Site in order to develop the property for any reasonable use. The blighted condition of the Project Site contributes to its inability to attract development. The initial upfront costs associated with demolition, site preparation, and constructing the necessary utility infrastructure makes development of the Project Site not feasible without tax-increment financing. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The zoning requirements and the applicable land use map is set forth on Exhibit "C".

B. Description of the Redevelopment Project

WHO Development, LLC, a Nebraska limited liability company (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a mixed-use development, incorporating commercial and residential uses.

The Redeveloper intends to complete the Project in multiple phases over a period of multiple years, which will allow the Redeveloper to maximize the tax increment financing resources available for public improvements in the Redevelopment Area. Each phase of the Project may have a different effective date for the purposes of Neb. Rev. Stat. § 18-2147. The implementation of the Project in multiple phases is crucial to the successful development of the Project. The phasing will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the size and scope of the Project, including, (i) the quantity and type of commercial, residential and civic buildings, (ii) the building area or quantities of land dedicated to a particular use, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The implementation of the Project in multiple phases is described in greater detail below. Nonetheless, this amendment generally encompasses all planned phases of the Project.

1. The Private Improvements

The Redeveloper will pay the costs of constructing the private improvements, including the commercial, residential and civic buildings, and associated improvements. The specific private improvements for the Project shall be determined on a phase-by-phase basis to meet the changing community needs and market demands as the Project is implemented. Redeveloper currently anticipates completing the Project in up to eight (8) phases.

The conceptual Site Plan for the Project is attached hereto as Exhibit "B". The Site Plan is conceptual in nature and subject to revision based on changes in community needs that may change over time, budgetary constraints, physical constraints or other factors, but it presents the general vision and the intended character of the Project. The Project will repurpose the former Wal-Mart site and parking lot with multiple, smaller uses and shared parking and drives. This will allow the reuse and infill of the Project Site in a feasible manner based on current commercial uses and business practices. A portion of the former Wal-Mart building will be demolished, and a portion of the Wal-Mart building will remain and be repurposed. While all phases are subject to change, the Project is projected to consist of the following phases/uses: (i) an approximately 75-85 room hotel, (ii) an approximately 3,000 square foot commercial space that may be used as a bank or other service business, (iii) an approximately 55,000 square foot commercial building with approximately 29,000 retail outdoor display space, (iv) multifamily residential buildings with approximately 40-80 apartment units, (v) an approximately 8,000 square foot commercial building that is intended for a restaurant or retail use, (vi) an approximately 20,000 square feet of office space, and (vii) approximately 38,700 square foot indoor storage facility. Land coverage and building intensities on the Project Site will be addressed with more specificity in the supplemental Redevelopment Plan amendment for each phase of the Project.

2. The Public Improvements

As part of the Project, the City will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act in the Redevelopment Area, including, but not limited to: site acquisition, demolition of the existing building, site preparation and grading, utilities, street infrastructure improvements, landscaping and streetscaping, public parking, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. There are significant upfront costs of the public improvements that are necessary for the Project to be undertaken. These public improvements are necessary public improvements for each phase of the Project and shall be TIF eligible expenses for each phase of the Project. Additional eligible public expenditures may be identified in a supplemental Redevelopment Plan amendment for any phase of the Project.

The currently identified eligible public expenses for the Project and preliminary and general estimates of the costs are described below:

- Site acquisition costs - \$1,610,000
- Demolition of a portion of the existing Wal-Mart building - \$250,000
- Site preparation - \$250,000
- Utility and infrastructure improvements - \$400,000
- Landscaping and aesthetic enhancements to decrease blight and substandard conditions - \$150,000
- Public Parking improvements - \$400,000
- Capitalized interest and financing costs of eligible public expenses - \$150,000
- Engineering, architectural and legal fees necessary to develop the site – to be determined

The project costs stated above are estimates and preliminary projections. Final costs shall be determined upon project approval, final plan approval, and received bids for work. The final costs shall be certified to the City Council upon completion of the public improvements associated with the Project. These identified costs illustrate the significant upfront costs of the public improvements that are necessary for the Project to be undertaken. Each phase will likely include additional eligible public expenditures.

As stated above, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the implementation of redevelopment agreements for subsequent phases of this Project. The existing building must be demolished and the general site preparation, grading, and utility improvement extension and construction for the entire Project Site will occur immediately and not on a phase by phase basis. However, these costs are necessary public improvements required for each phase of the Project. The Redeveloper would not complete these initial public improvements but for the approval of the entire Project and, likewise, the subsequent phases of the Project would not occur but for these initial public improvements. Accordingly, the costs and expenses of all the public improvements for the Project will be eligible TIF uses for each phase of the Project. The initial public improvements may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project. The specific phasing of the Project and the TIF sources and uses for each phase will be further defined in the supplemental Redevelopment Plan amendment and/or redevelopment agreement for each phase of the Project. All division of taxes and identification of eligible expenditures will be done in accordance with the Act.

The specific public improvements that will be constructed may be revised over time based on changing community needs and available TIF and other financing. This Plan Amendment is intended to be flexible with respect to the specific details of the overall Project. Ease phase of the Project will be described in more detail in

a supplementary amendment to this Redevelopment Plan Amendment for each phase of the Project (each "Supplemental Plan Amendment").

The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

C. Implementation of the Project

As described above, the Redeveloper will complete the Project in multiple phases over an unknown period of years. It is possible that several phases will occur simultaneously, but each phase may have a different TIF effective date, as specified in the redevelopment agreement to each Supplemental Plan Amendment. The phased approach to construction of the Project will allow the Redeveloper to: (i) maximize the tax increment financing resources available to put toward construction of eligible public improvements, (ii) construct the private improvements at a rate that the market can support, and (iii) adapt the Project to the changing needs of the community.

The development of the Project Site for the Project shall require the developer to acquire the entire Project Site, site preparation and grading of the entire Project Site, development of common access point for ingress and egress, common parking improvements, utility infrastructure improvements for the entire Project Site, and other eligible public improvements that are required for the development of any and all phases.

Redeveloper intends to convey the specific lots in the Project Site to affiliated entities or third parties to develop the specific private improvements that will be part of each phase of the Project. A condition of any such conveyance shall be the obligation of the transferee to allow the Redeveloper to enter into a redevelopment agreement for that specific phase pursuant to a Supplemental Plan Amendment and to utilize tax increment financing to assist with paying for the eligible public improvements provided herein. Without TIF, the preparation of the Project Site would be cost prohibitive and Redeveloper could not prepare the Project Site to make any of the proposed phases feasible.

The proposed Phases of the Project are generally described below. Each phase of the Project will be governed by a separate redevelopment agreement between the City Council and the Redeveloper (or its successor or assign for the specific phase), which will describe the private improvements and the public improvements to be constructed by the Redeveloper as a part of such phase. Each redevelopment agreement shall implement this Amendment to the Redevelopment Plan and the Supplemental Plan Amendment. Depending on market demands and other factors, it is possible that the proposed phases will need to be revised, and any such revisions will be addressed in a Supplemental Plan Amendment

This Amendment to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site. The City Council acknowledges that each phase of the Project may include modifications to this Amendment to the Redevelopment Plan that will be addressed in a Supplemental Plan Amendment.

D. Proposed Phases of the Project

The redeveloper anticipates investing more than \$25,000,000.00 in the construction and development of the Project, in multiple phases. Redeveloper anticipates the following phases as part of the Project:

- **Hotel.** An approximately 75-85 room hotel will be constructed on the Project Site. The proposed Hotel will have a high end exterior and the developers will work to secure a hotel brands that will fit well within in the Columbus market. The hotel is anticipated to contain typical hotel amenities, such as an indoor swimming pool, meeting room, and fitness room, but the exact specifications and amenities will depend upon final design. It is anticipated that the Hotel will have an assessed value of approximately \$4,000,000 and will generate approximately \$1,000,000 in TIF.
- **Bank.** An approximately 3,000 square foot bank building with drive-through window will be constructed on the Project Site. It is anticipated that the Bank will have an assessed value of approximately \$2,000,000 and will generate approximately \$400,000 in TIF.
- **Retail.** Approximately 55,000 square feet of the former Wal-Mart building will be repurposed as commercial retail space. This retail space will also include an approximately 29,000 square foot outdoor retail display area. It is anticipated that this retail space will have an assessed value of approximately \$1,600,000 and will generate approximately \$150,000 in TIF.
- **Apartments.** Multifamily apartment buildings with approximately 40-80 apartment units will be constructed on the Project Site. The number of apartment units to be constructed will depend upon the available area and the size and parking requirements that will be determined as part of the subdivision process. The actual assessed value of the apartments will depend on the number of units, but it is anticipated that if there are 80 units constructed the Apartments will have an assessed value of approximately \$3,000,000 and will generate approximately \$510,000 in TIF.
- **Commercial Building.** Approximately 59,400 square feet of the former Wal-Mart building will be repurposed as additional commercial space. Currently, it is anticipated that this space will be used as follows: (i)

approximately 20,700 square feet will be used as office space and (ii) approximately 38,700 square feet will be used as an indoor storage facility. It is anticipated that this commercial building will have an assessed value of approximately \$1,000,000 and will generate approximately \$200,000 in TIF. Redeveloper contemplates the possibility of additional construction west of the former Wal-Mart building for indoor storage or other commercial uses as part of this phase. If such additional construction is deemed to be feasible, the projected cost, assessed value, and TIF amount would increase accordingly.

It is possible that this commercial building would be developed as two separate phases of the Project.

- **Retail/Restaurant.** Redeveloper intends to construct an approximately 8,000 square foot commercial building on the Project Site, which will be used for restaurant or retail purposes. It is anticipated that this building will have an assessed value of approximately \$1,000,000 and will generate approximately \$135,000 in TIF.

All of these phases require the public improvements set forth above and the Redeveloper shall utilize the TIF from each phase to assist with the financing and payment of the eligible public improvements for the Project.

Additional details on each phase may be added to this Plan Amendment in a Supplemental Plan Amendment. Each phase will be presented to the City Council for approval and subject to a separate redevelopment agreement with more detailed information and terms and conditions for said phase.

E. Statutory Elements

As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

F. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the City Council must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A general preliminary Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D", and a Supplemental Cost-Benefit Analysis for each specific phase of the Project will be prepared and approved as each phase is approved. The cost-benefit analysis for each phase of the Project shall recognize and account for the substantial benefit of the scope of the Project and the interconnectedness of the eligible public improvements between the phases.

EXHIBIT "A"
Project Site

Lots 1 and 2, Block A, Randall 3rd Addition, City of Columbus, Platte County, Nebraska

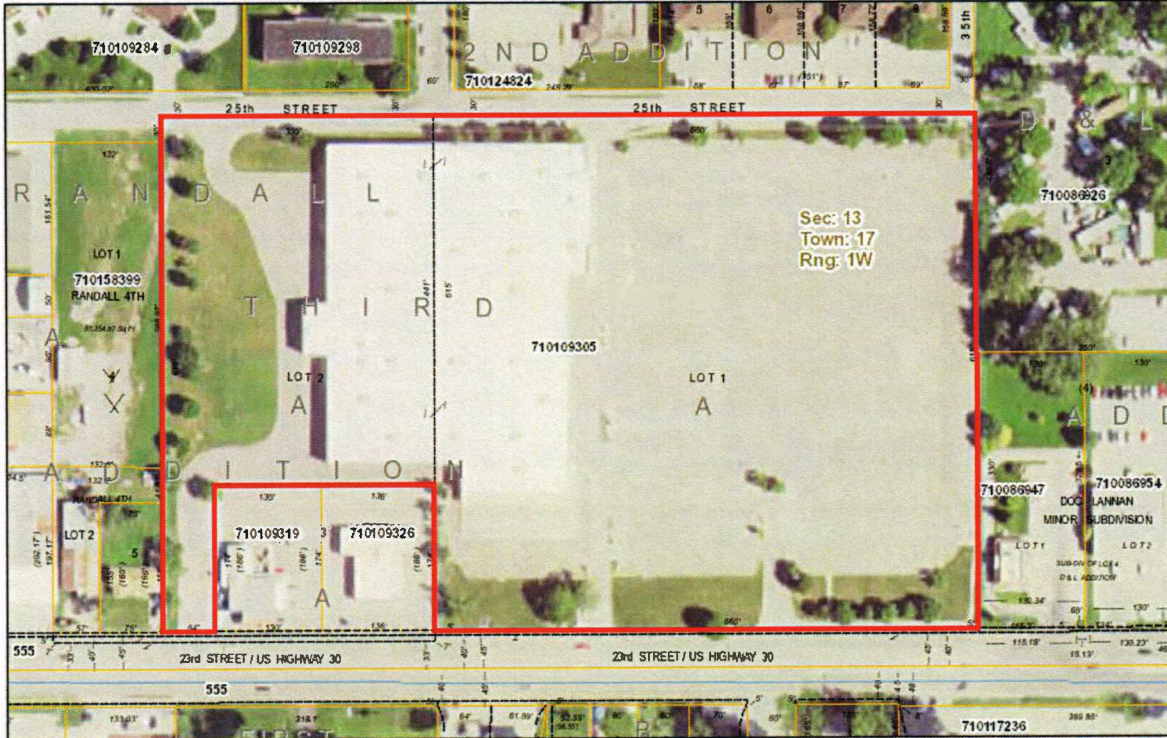


EXHIBIT "B"
Conceptual Site Plan (subject to modification)

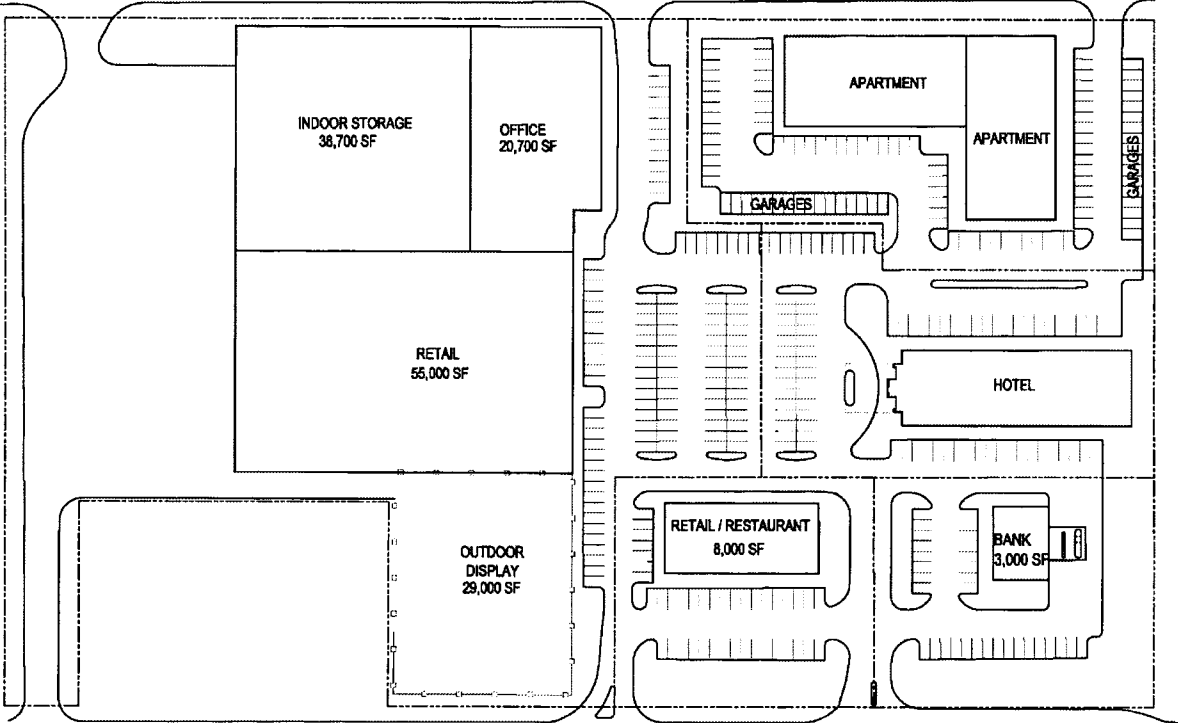


EXHIBIT "C"
Statutory Elements

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The Redeveloper has the Project Site under contract and will acquire the Project Site from a third party owner as part of the Project.

B. Population Density

The proposed development at the Project Site is the construction of a mixed-use development, which may include multi-family residential uses that will inherently increase population density in the area. However, an increase in population density in the area is desired in order to provide additional housing in the City of Columbus. The Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Project.

C. Land Coverage

An approximately 116,214 square foot former Wal-Mart building is currently located on the Project Site. A substantial portion of this building will be demolished and removed and certain new buildings will be constructed on the Project Site. The Project consists of the construction of multiple buildings for the uses identified in the Redevelopment Plan on the approximately 12.23 acre Project Site. Redeveloper shall be obligated to comply with the applicable land-coverage ratios and zoning requirements of the City of Columbus.

D. Traffic Flow, Street Layouts and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. There will be additional traffic from residents traveling to and from the new apartment units constructed on the Project Site, as well as employees, customers, and visitors traveling to and from the commercial buildings constructed on the Project Site.

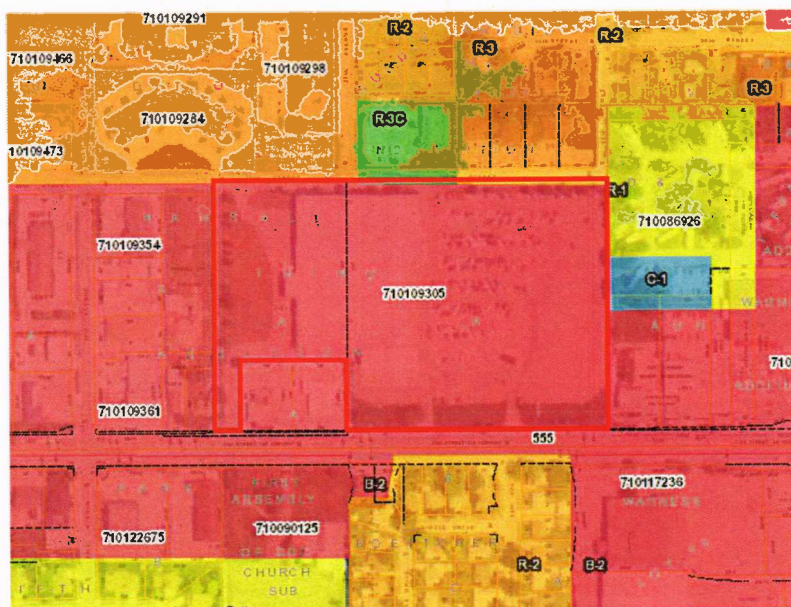
As part of the Project, the Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The project is not anticipated to modify existing public rights-of-way. The public improvements, which will be constructed with the assistance of tax increment financing, shall address any traffic and street infrastructure concerns that would otherwise be created by the Project.

E. Parking

The construction of each phase of the Project will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project as a single redevelopment project shall increase the efficiencies and beneficial traffic flow of the parking for all the uses located on the Project Site. The Project will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

Additionally, Convenience Storage is a permitted use in the B-2 zoning district with a special permit.

The Project Site will be subdivided and replatted. Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project or any phase of the Project. Redeveloper also intends to file a condominium declaration on the lot containing the former Wal-Mart Building to legally separate the building into two or more separate parcels.

EXHIBIT “D”
Cost Benefit Analysis

WHO Development Redevelopment Project

This Cost-Benefit Analysis for the WHO Development Redevelopment Project (“Project”) has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. The Project will consist of the construction of a mixed-use development, incorporating commercial, residential and civic uses, and associated improvements. The location of the Project Site is set forth on Exhibit “A” to the Redevelopment Plan Amendment and the public and private improvements to be constructed as part of the Project are generally described in the Description of the Project section of the Redevelopment Plan Amendment.

The Project shall be implemented in phases and any specific cost and benefit information for each phase shall be addressed, if necessary, in the supplemental cost-benefit analysis for each phase of the Project (each, a “Supplemental Cost-Benefit Analysis”). A separate supplemental cost-benefit analysis shall be undertaken for each phase of the Project. However, because of the implementation of the Project as described herein and in the Redevelopment Plan Amendment for the Project, the initial analysis of the costs and benefits of the entire project as a whole is necessary.

The general cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

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

The taxes generated by the current value of the Project Site shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by each phase of the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. Additionally, because of the need to demolish the former Wal-Mart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the 15 year TIF period.

The specific projected tax shift for each phase shall be set forth in the applicable Supplemental Cost-Benefit Analysis, but as a preliminary overview, the following potential tax shift is considered at this time:

a.	Anticipated Project Site Base Valuation (2018):	\$1,600,000.00
b.	Projected Completed Project Assessed Valuation:	\$12,600,000.00

c.	Projected Tax Increment Base (b. minus a.):	\$11,000,000.00
d.	Estimated Tax Levy:	1.905293
e.	Annual Projected Tax Shift:	\$209,582.00

Notes:

1. *The Projected Completed Project Assessed Valuation is preliminary and subject to significant changes depending on the design of each phase and the approval of each phase. While this calculation is intended to present a general picture of the tax shift for the Project, the Supplement Cost Benefit Analyses can provide a much more accurate accounting of the tax shifts for the Project, if necessary.*
2. *The Projected Valuation Increment is the incremental value for all phases. This project is anticipated to be completed in multiple phases with different phases commencing in different years depending upon lot sales and absorption rates. The Project will have multiple effective dates based upon the construction completion date for each lot. Thus, the tax increment in any year will vary during the term of this redevelopment project. This will affect the overall amount of TIF Indebtedness based upon to-be-determined lending requirements.*
3. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

a. Public infrastructure improvements and impacts:

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements, including extension and installation of sanitary sewer, public water, electrical service, gas and storm sewer lines. The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. Redeveloper shall construct internal private roadways or implement access easements on the Project Site between phases of the Project to provide the necessary new roads for the Project.

The Redeveloper's investment in the overall project is anticipated to be more than \$25,000,000. In order to support that private investment, the preliminary projections indicate that this Project could require more than \$3,300,000 in eligible public improvements. Pursuant to the initial projections for this Project, tax increment financing would be used to pay for the cost of approximately \$2,400,000 of the eligible public improvements, although this amount will depend on the final projections for each phase of the Project.

These public infrastructure improvements for the Project could not be constructed and completed without the use of tax increment financing.

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

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

The Project should also generate immediate tax growth for the City. While the specific private improvements have not yet been identified, the Project will involve the construction of a substantial number of commercial and/or residential units. The Project should include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by new residents of any housing units constructed on the Project Site and by customers purchasing goods from the businesses established in the commercial space constructed on the Project Site. The business customers may include out of town guests staying at a hotel. The commercial buildings and residential units that may be constructed as a part of the Project will attract new residents and business owners who will pay for City services, generating revenue to support such services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

The Project's anticipated impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. The public and private improvements are expected to attract businesses and residents to adjacent property. There is a need for additional housing in the City of Columbus and any housing that is developed as part of the Project will provide needed additional housing for employees of firms locating or expanding in the area. The Project will also provide additional businesses and amenities that will make the area more desirable to potential employees for living and working. For example, the mixed-use development will promote an integrated neighborhood with amenities such as a bank, restaurant(s), and retail near residential units, providing residents with an opportunity to live, work, shop, and relax in a walkable radius.

The Project will be completed in phases, based upon absorption rates and market demand, which further protects against any negative effects of over-construction.

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

The Project's impact on private sector businesses in and around the area outside the boundaries of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. In general, the Project will provide additional commercial and/or housing opportunities that are needed in the City and will benefit employers, employees, and the City in general. Anticipated uses include, without limitation and subject to revision, bank branch, hotel, restaurant, commercial/retail space, and other uses. The housing and commercial units constructed as part of the Project should increase the need for services and products from existing businesses, such as janitorial services, office and hardware supplies, household products and general consumer services, and similar products and services. The Project will also act as a catalyst for further development of the redevelopment area identified in the Redevelopment Plan.

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

The Project consists of multiple phases of development that are all dependent upon the public improvement that will be undertaken by Redeveloper at the outset of the Project. Without all the anticipated phases of this project and the use of tax increment financing on each phase, Redeveloper would not undertake the public improvements for the Project Site. It is not feasible for the redeveloper to approach each phase as a separate redevelopment project because of the substantial public improvement costs required for this Project. Without undertaking all of the public improvements at the front end of the Project, no subsequent phases could be constructed. Thus, it is in the best interest of the City to approve the Project as a multiple phase redevelopment project that will allow the use of TIF on all phases to pay for the cost of the eligible public improvements that will be incurred at the beginning of the project or as part of a different phase of construction.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this preliminary cost benefit analysis, the benefits outweigh the costs of the proposed Project. The Cost Benefit Analysis may be supplemented with Supplemental Cost-Benefit Analyses, if necessary, which are anticipated to further support the findings of the Cost Benefit Analysis. However, each phase shall be considered in light of this Cost Benefit Analysis and the statements set forth in Section 5, above. More precisely, the benefit of the overall Project shall be considered with each Supplemental Cost Benefit Analysis.

RESOLUTION NO. R18-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA."

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

WHEREAS, the Mayor and Council previously approved a plan of redevelopment entitled the "AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R18-42 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project undertaken in multiple phases (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan prescribes that each phase of the Redevelopment Project shall be detailed in a supplement to the Redevelopment Plan; and

WHEREAS, pursuant to sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, as amended, ("the Act"), the Mayor and Council must approve all supplements of the Redevelopment Plan that materially modify the Redevelopment Plan; and

WHEREAS, attached hereto as Exhibit "A" is a supplement to the Redevelopment Plan detailing the first phase of the Redevelopment Project (the "Plan Supplement"); and

WHEREAS, the Plan Supplement complies with the Comprehensive Plan of the City of Columbus, Nebraska (the "City"), and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Plan Supplement would not be economically feasible without the use of tax-increment financing.

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

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

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

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

(b) The Plan Supplement contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan and/or Plan Supplement; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Plan Supplement sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the areas of redevelopment, as designated in the Plan Supplement which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan Supplement, which are currently expected to be displaced from such area.

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

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 2 DAY OF July, 2018.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


SPECIAL CITY ATTORNEY



**SUPPLEMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT
PLAN
OF THE CITY OF COLUMBUS, NEBRASKA**

(PHASE I OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)

The City of Columbus, Nebraska (the “City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33rd Avenue and U.S. Highway 30 Area, as amended (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42. A copy of the Redevelopment Plan is attached hereto and incorporated herein as Exhibit "7". All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan.

The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the first phase of the Project set forth in the Redevelopment Plan. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The CDA will submit additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The first phase of the Redevelopment Plan includes three distinct projects carried out by three different redevelopers. The first project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. The space will be occupied by Bomgaars Supply, Inc., for retail use (collectively, the "Bomgaars Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Bomgaars Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Retail LLC and the CDA anticipate the use of TIF for the Bomgaars Project. The Bomgaars Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

The second project within phase I involves the construction of a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot (the "Hotel Project"). Columbus Lodging, LLC ("Lodging LLC"), will undertake the Hotel Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Lodging LLC and the CDA anticipate the use of TIF for the Hotel Project. The Hotel Project would not proceed but for the use of TIF because the costs of constructing the Hotel Project, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Hotel Project is

less than what investors would consider reasonable given the risks involved in preparing the site, constructing the hotel, stabilizing the occupancy rates of the hotel, and other business risks.

The third project within phase I involves construction of a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot (the "Apartment Project"). Quantum Columbus, LLC ("Quantum"), will undertake the Apartment Project as redeveloper.

As provided within the Redevelopment Plan and this Supplement, Quantum and the CDA anticipate the use of TIF for the Apartment Project. The Apartment Project would not proceed but for the use of TIF because the costs of constructing the apartments, including related infrastructure, paving, and utility work, is expected to be significantly greater than the as-complete fair market value of the real estate in the absence of gap financing from the City. Additionally, in the absence of TIF, the projected internal rate of return of the Apartment Project is less than what investors would consider reasonable given the risks involved in preparing the site, constructing the apartments, stabilizing the occupancy rates of the apartments, and other business risks. Without TIF, there would be insufficient cash flow and partner return, making the project infeasible.

Collectively, the Bomgaars Project, the Hotel Project and the Apartment Project are referred to herein as the "Phase I Projects".

A. The Redevelopment Area

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Redevelopment Plan. The Phase I Projects are located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard and in need of redevelopment.

B. The Project Sites

The project sites for the Bomgaars Project (i.e., the "Bomgaars Site"), the Hotel Project (i.e., the "Hotel Site"), and the Apartment Project (i.e., the "Apartment Site") are set forth in Exhibits "1(a)" through "1(c)". The project sites for the Phase I Projects are collectively referred to herein as the "Phase I Project Sites".

C. Conformance with General Plan

Paragraph A of the Redevelopment Plan sets forth an analysis of the Phase I Projects' conformance with the City's general plan.

D. Phase I Projects

The redevelopment of the Phase I Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase I Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the

eligible public improvements that are part of the Phase I Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Quantum, Lodging LLC, and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase I Projects:

1. Project Descriptions and Implementation

Bomgaars Project

The Bomgaars Project involves the rehabilitation of approximately 55,000 square feet of indoor space within the vacated Walmart building and an additional 35,000 square feet of outdoor display space. Bomgaars Supply, Inc., will occupy the space for use as both a retail store and corporate offices. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Partial demolition of existing building and parking lot
- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- New flooring
- New HVAC and plumbing
- New public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Bomgaars Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Bomgaars Project (both public and private improvements) will be \$2,350,000. The estimated costs related to the Bomgaars Project are attached hereto and incorporated herein as Exhibit "3(a)".

Retail LLC intends to begin construction on the Bomgaars Project on or about June 15, 2018. Construction is scheduled to conclude on or about September 30, 2018. No businesses or residents will be displaced as a result of the Bomgaars Project.

Hotel Project

Lodging LLC intends to construct a prototype four-story interior corridor Hampton Inn hotel on approximately two acres of the vacated Walmart parking lot. The hotel will have an exterior finish insulation system and stone exterior with an entry porte cochere for dropping off guests and luggage. Hotel features will include:

- Indoor Swimming Pool
- Meeting room
- Large fitness center

- New Hampton Inn prototype
- 20 year franchise agreement

A site plan for the Hotel Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Lodging LLC estimates that the total cost of the Hotel Project (both public and private improvements) will be \$8,590,000. The estimated costs related to the Hotel Project are attached hereto and incorporated herein as Exhibit "3(b)".

Lodging LLC intends to begin construction on the Hotel Project on or about June 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Hotel Project.

Apartment Project

Quantum proposes to build a four-story interior corridor apartment complex on approximately two acres of the vacated Walmart parking lot. Quantum will construct approximately 74 apartment units as part of the Apartment Project. The apartment building will have an exterior finish insulation system, stone or brick exterior, and contain an elevator. The unit mix will be eight studios, thirty-six one-bedroom units, twenty-seven two-bedroom units, and three three-bedroom units.

A site plan for the Apartment Project is attached hereto as Exhibit "2(c)" and incorporated herein by this reference. Quantum estimates that the total cost of the Apartment Project (both public and private improvements) will be \$7,951,000. The estimated costs related to the Apartment Project are attached hereto and incorporated herein as Exhibit "3(c)".

Quantum intends to begin construction on the Apartment Project on or about July 1, 2018. Construction is scheduled to conclude on or about May 1, 2019. No businesses or residents will be displaced as a result of the Apartment Project.

2. The Public Improvements

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Phase I Project Sites to assist in paying for public improvements that are eligible expenditures under the Act. With respect to the Phase I Projects, the anticipated public improvements include:

Bomgaars Project

The costs of the Bomgaars Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(a)".

Hotel Project

The costs of the Hotel Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, site preparation, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(b)".

Apartment Project

The costs of the Apartment Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, site grading and preparation, construction or replacement of utilities and infrastructure, detention, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(c)".

The TIF-eligible project costs provided under Exhibits 4(a) through (c) are estimates and preliminary projections. Final costs shall be determined upon received bids for work and subsequent invoicing. Redevelopers will certify the final costs to the CDA upon completion of the public improvements associated with the Phase I Projects.

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase I Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project.

The Phase I Projects will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

E. Implementation and Financing of the Projects

The City and the CDA contemplate the use of TIF for Phase I Projects. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

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

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

With respect to the Phase I Projects:

Bomgaars Project

Based upon an estimated Base Tax Amount of \$600,000 and a post-redevelopment valuation of \$2,250,000 for the Bomgaars Project, Retail LLC and the CDA estimate that the Bomgaars Project will generate post-redevelopment annual TIF Revenues of approximately \$31,149.96. This equates to total estimated TIF Revenues of \$467,249.40 over the course of fifteen years. Of the estimated \$467,249.40 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed \$375,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Bomgaars Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Bomgaars Project is \$2,350,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Bomgaars Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Hotel Project

Based upon an estimated Base Tax Amount of \$150,000 and a post-redevelopment valuation of \$4,000,000 for the Hotel Project, Lodging LLC and the CDA estimate that the Hotel Project will generate post-redevelopment annual TIF Revenues of approximately \$72,620.24. This equates to total estimated TIF Revenues of \$1,089,303.60 over the course of fifteen years. Of the estimated \$1,089,303.60 in TIF Revenues, the CDA and Lodging LLC contemplate issuance of TIF Indebtedness not to exceed \$975,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Hotel Project. As shown

on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Hotel Project is \$8,590,000. Lodging LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Lodging LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Hotel Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

Apartment Project

Based upon an estimated Base Tax Amount of \$250,000 and a post-redevelopment valuation of \$6,675,000 for the Apartment Project, Quantum and the CDA estimate that the Apartment Project will generate post-redevelopment annual TIF Revenues of approximately \$121,190.93. This equates to total estimated TIF Revenues of \$1,817,863.95 over the course of fifteen years. Of the estimated \$1,817,863.95 in TIF Revenues, the CDA and Quantum contemplate issuance of TIF Indebtedness not to exceed \$1,225,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Apartment Project. As shown on Exhibit 4(c), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Apartment Project is \$7,951,000. Quantum anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 20%) and a bank loan (approximately 80%). Quantum and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Apartment Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

F. Statutory Elements

As detailed above, the Phase I Projects anticipate the capture of the incremental taxes generated by the Phase I Projects on the Phase I Project Sites to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

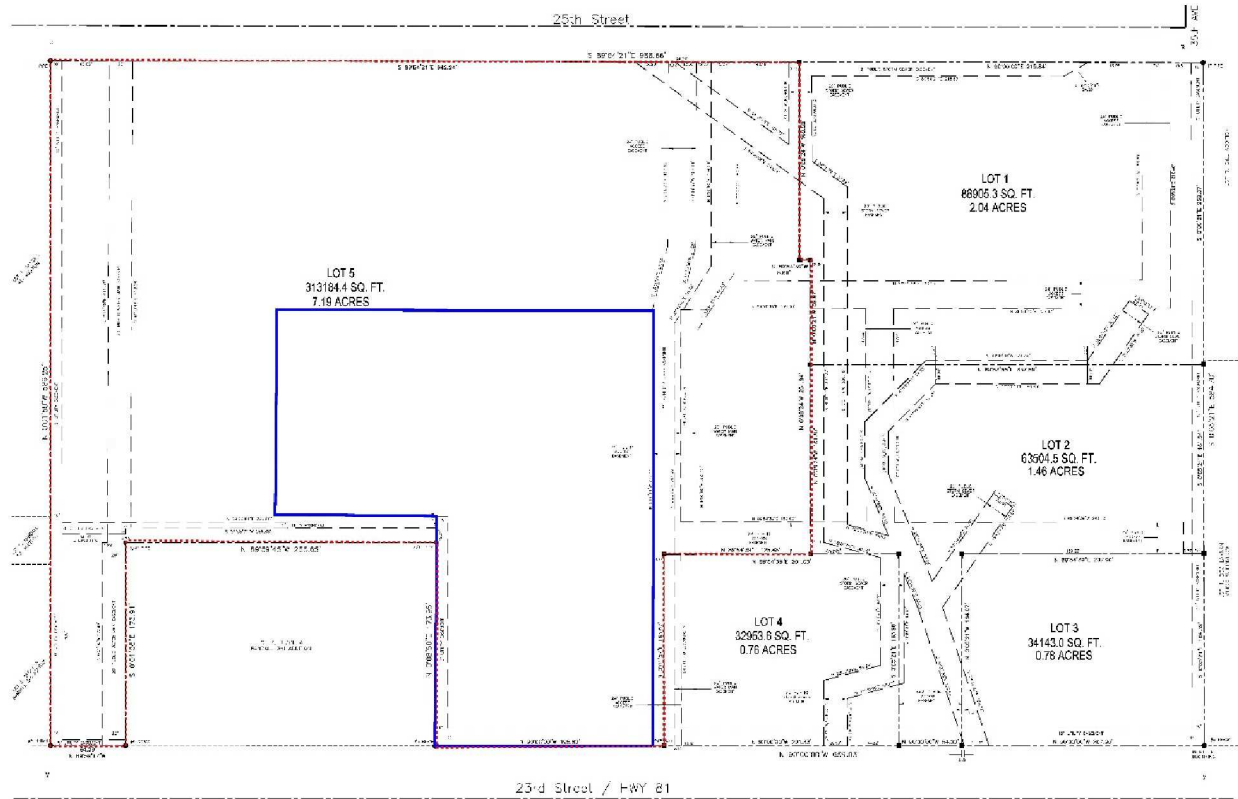
G. Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Phase I Projects is attached hereto and incorporated herein as Exhibit "6".

EXHIBIT "1(a)"
Project Site for the Bomgaars Project

A portion of Lot 5, Legacy Square Addition, Columbus, Platte County, Nebraska.

Lot 5 will be subjected to a condominium regime, and the site for the Bomgaars Project shall be one unit of said condominium regime. A depiction of the approximate condominium unit is set forth below:



**EXHIBIT "1(b)"
Project Site for the Hotel Project**

Lot 2, Legacy Square Addition, Columbus, Platte County, Nebraska.

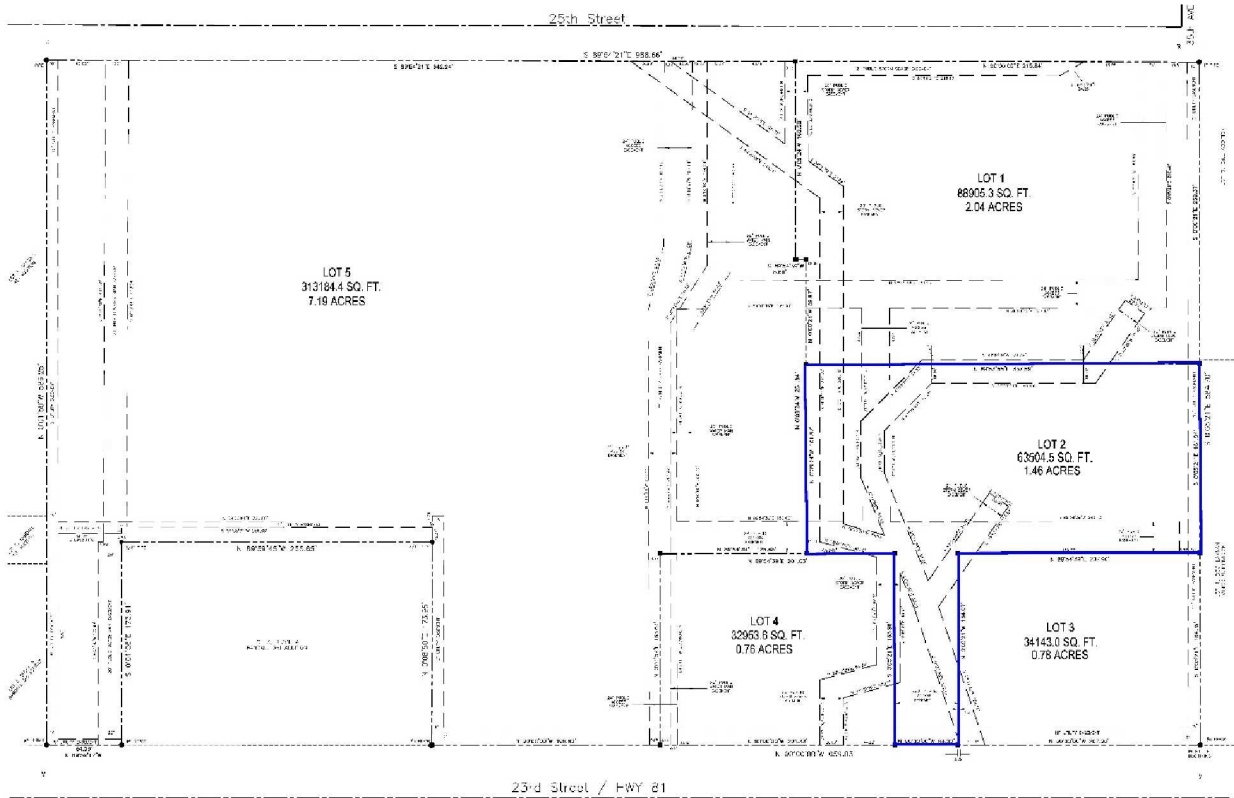
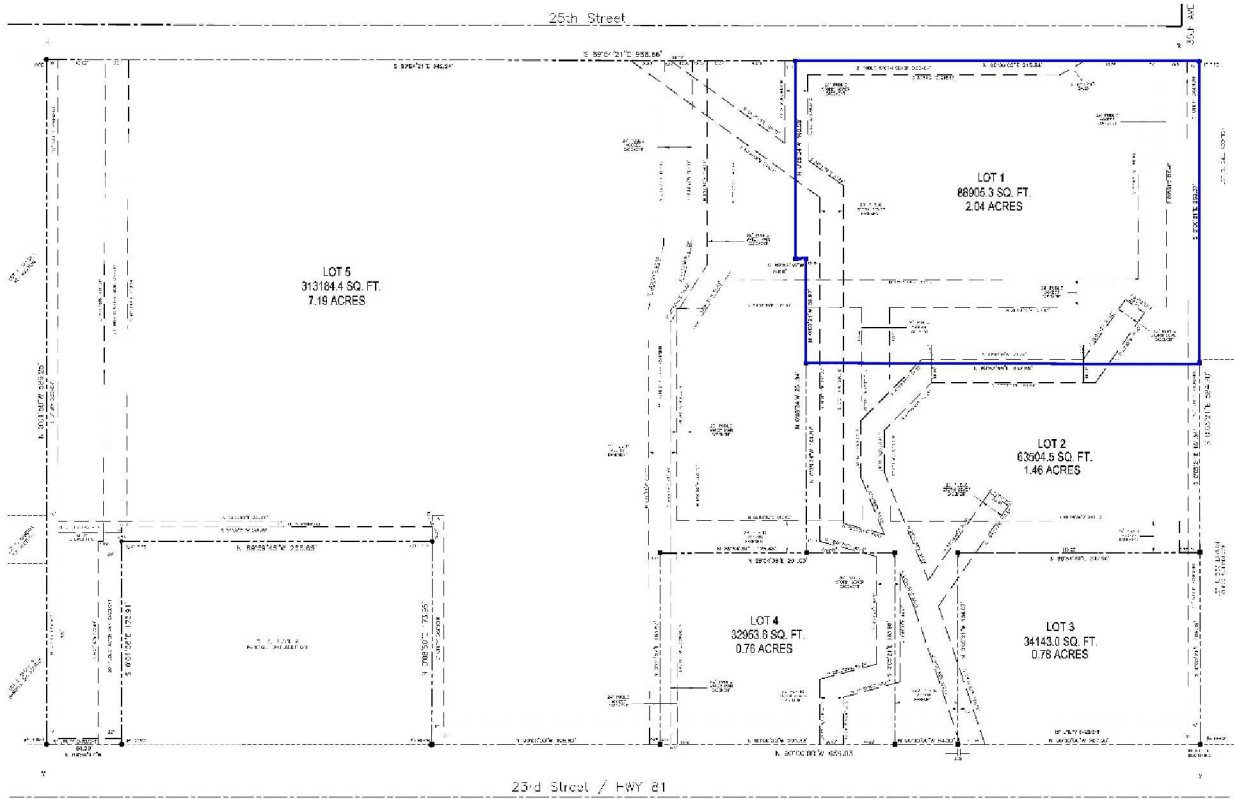


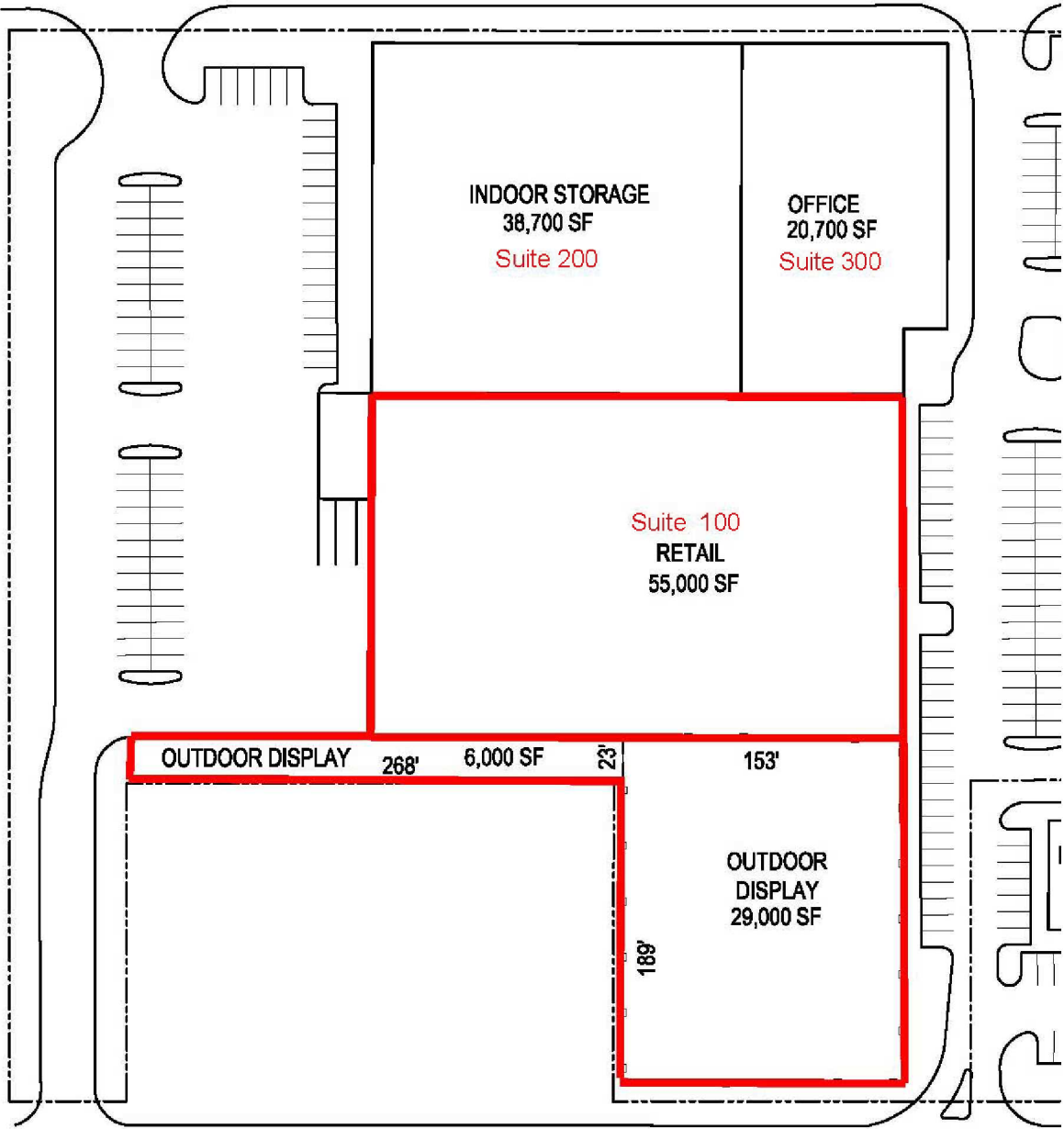
EXHIBIT "1(b)"

**EXHIBIT "1(c)"
Project Site for the Apartment Project**

Lot 1, Legacy Square Addition, Columbus, Platte County, Nebraska.

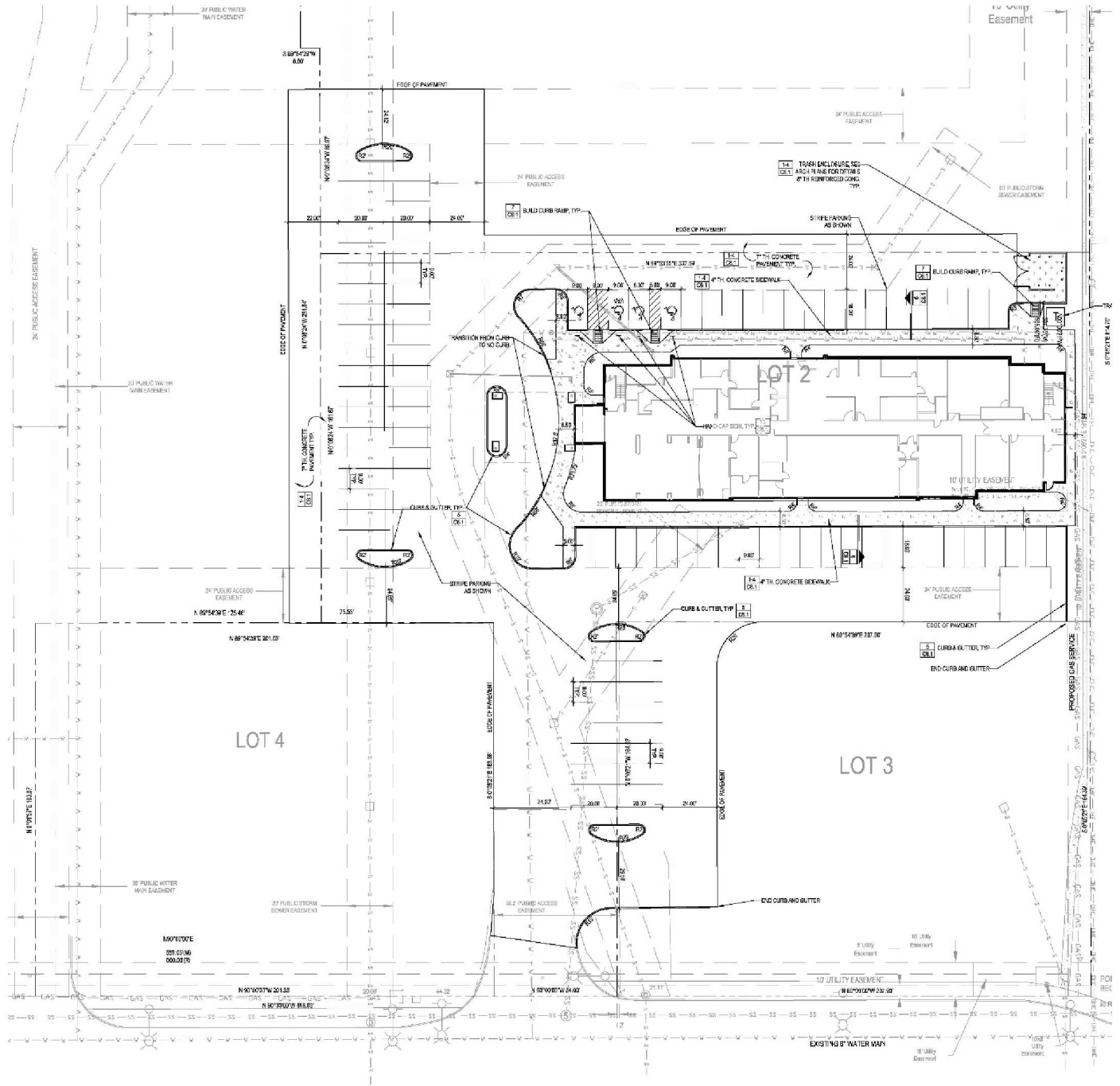


**EXHIBIT "2(a)"
Bomgaars Project Site Plan**



* Retail LLC anticipates receipt of a more detailed site plan for the Bomgaars Project upon creation of the condominium regime. Upon receipt, Retail LLC will provide the site plan to the CDA and such site plan shall supersede the site plan provided above.

EXHIBIT "2(b)" Hotel Project Site Plan

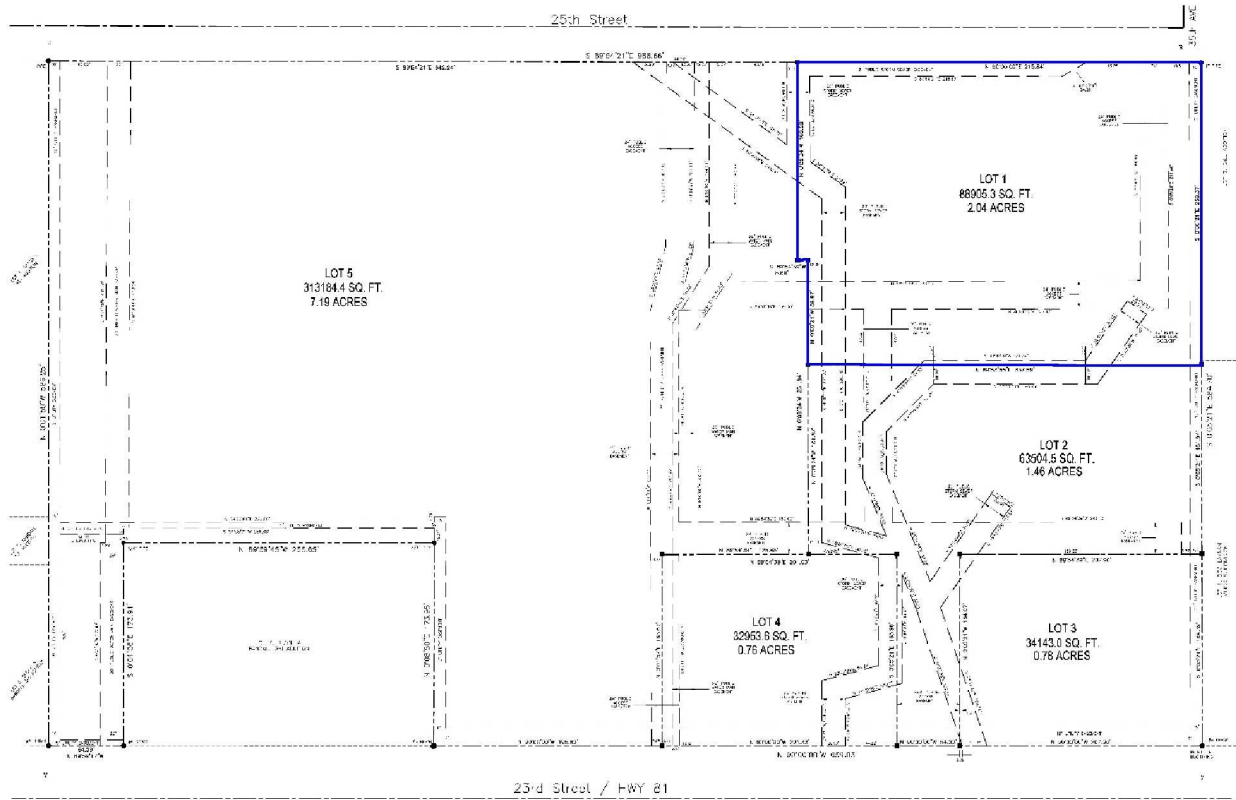


23rd Street / HWY 81
Public Right of Way

* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

EXHIBIT "2(c)" Apartment Project Site Plan



* The above site plan is preliminary in nature and subject to change.

EXHIBIT "3(a)"
Estimated Costs of Bomgaars Project

Building & Land Acquisition	\$600,000
Site Development (itemize)	
Demolition	\$35,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$260,000
Utilities & Detention	\$45,000
Renovation Budget	\$1,250,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
Capitalized Interest	\$20,000
FF&E	TBD
Contingencies	\$25,000

Total: **\$2,350,000 plus FF&E**

* The above values are preliminary estimates and subject to change.

EXHIBIT "3(b)"
Estimated Costs of Hotel Project

Land Acquisition	\$400,000
Site Development (itemize)	
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Ext Façade	\$116,000
Public Parking	\$210,000
Building Cost	\$5,318,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$ 20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$1,300,000
Contingencies	\$550,000
Total:	\$8,590,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 3(c)
Estimated Costs of Apartment Project

Land Acquisition	\$300,000
Site Development (itemize)	
Site Grading/Dirt Work	\$225,000
Drainage/Detention	\$50,000
Drives/Parking	\$215,000
Utilities/Infrastructure	\$115,000
Building Cost	\$6,016,000
Arch. and Engineering Fees	\$155,000
Legal Fees	\$60,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
FF&E	\$150,000
Contingencies	\$550,000
Total:	\$7,951,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(a)
Estimated TIF-Eligible Costs for Bomgaars Project

Land Acquisition	\$400,000
Utilities & Detention	\$45,000
Demolition	\$35,000
Landscape & Exterior Façade	\$150,000
Public Parking	\$260,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	\$20,000
<hr/>	
Total estimated TIF-eligible project costs	\$ 947,500

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(b)
Estimated TIF-Eligible Costs for Hotel Project

Land Acquisition:	\$400,000
Utilities & Detention	\$183,000
Demolition	\$86,000
Site work	\$137,000
Landscape & Exterior	\$115,900
Public Parking	\$210,000
Architectural/Engineering	\$155,000
Legal Fees	\$20,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
Total estimated TIF-eligible project costs	\$1,428,000

* The above values are preliminary estimates and subject to change.

EXHIBIT 4(c)
Estimated TIF-Eligible Costs for Apartment Project

Land Acquisition:	\$300,000
Site Grading/Dirt Work	\$225,000
Site Drainage/Detention	\$50,000
Site Drives/Parking	\$215,000
Site Utilities/Infrastructure	\$115,000
Architectural/Engineering	\$155,000
Legal Fees	\$50,000
Financing Costs	\$55,000
Capitalized Interest	\$60,000
<hr/>	
Total estimated TIF-eligible project costs	\$1,225,000

* The above values are preliminary estimates and subject to change.

EXHIBIT “5”
Statutory Elements

A. Property Acquisition, Demolition and Disposal

Bomgaars Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Bomgaars Project. Retail LLC has the project site for the Bomgaars Project under contract and will acquire the site from a third party owner as part of the Bomgaars Project. Part of the vacant Walmart building currently located on the site will be demolished as part of the Bomgaars Project.

Hotel Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Hotel Project. Lodging LLC has the project site for the Hotel Project under contract and will acquire the site from a third party owner as part of the Hotel Project.

Apartment Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Apartment Project. Quantum has the project site for the Apartment Project under contract and will acquire the site from a third party owner as part of the Apartment Project.

B. Population Density

Bomgaars Project

The Bomgaars Project will not affect population density.

Hotel Project

The Hotel Project will not affect population density.

Apartment Project

The Apartment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. The Apartment Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Apartment Project.

C. Land Coverage

Bomgaars Project

An approximately 116,214 square foot building is currently located on the site for the Bomgaars Project. Retail LLC will demolish a portion of this building as part of the Bomgaars Project. The new retail bay will encompass approximately 55,000 square feet of interior space and 35,000 of exterior display space. In addition, approximately 115 parking stalls will be located in the site. The Bomgaars Project will comply with all applicable land coverage ratios required by the City.

Hotel Project

The hotel will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 16,000 to 17,000 square feet and a total square footage of approximately 50,000 square feet. The Hotel Project will comply with all applicable land coverage ratios required by the City.

Apartment Project

The apartments will be located on approximately two acres previously occupied by the Walmart parking lot. The property will be four stories, with a footprint of approximately 20,000 to 27,000 square feet and a total square footage of approximately 104,400 square feet. The Apartment Project will comply with all applicable land coverage ratios required by the City.

D. Traffic Flow, Street Layouts and Street Grades

The CDA and Redevelopers anticipate that the Phase I Projects will increase traffic to and from the Phase I Project Sites. There will be additional traffic from residents traveling to and from the apartments, as well as employees, customers, and visitors traveling to and from the hotel and Bomgaars store.

As part of the Phase I Projects, Redevelopers will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redevelopers do not anticipate that the Phase I Projects require modification of existing public rights-of-way. The public improvements for the Phase I Projects will address any traffic and street infrastructure concerns that would otherwise be created by the Phase I Projects. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

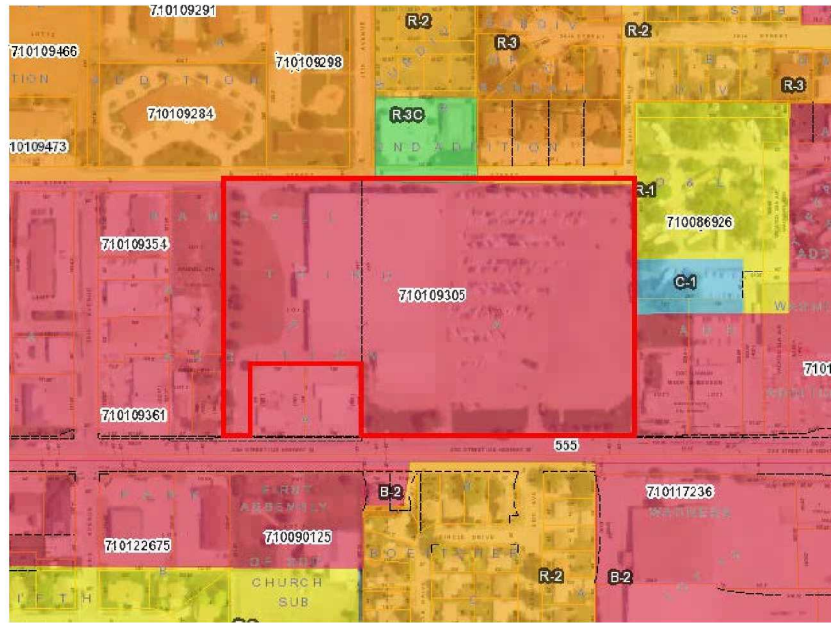
E. Parking

Each of the Phase I Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase I Projects should increase the efficiencies and beneficial traffic flow of the parking for

all the uses located within the Phase I Project Sites. The Phase I Projects will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Phase I Project Sites are currently located within the B-2 Zoning District. The Future Land Use Plan in the general plan of the City states that the Phase I Project Sites are to remain as B-2 Zoning Districts. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

The Phase I Projects fall within the permitted uses in the B-2 Zoning District. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase I Projects. Retail LLC also intends to file a condominium declaration on the lot containing the former Walmart building to legally separate the building into two or more separate parcels.

**EXHIBIT “6”
Cost Benefit Analysis**

Supplement to the WHO Development Redevelopment Project

This cost-benefit analysis for this Supplement to the Redevelopment Plan and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the first phase of the Project.

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

The taxes generated by the current value of the Phase I Project Sites will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Phase I Projects will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Phase I Projects, the true tax shift of the Phase I Projects is a positive shift in taxes after fifteen years. Additionally, because of the need to demolish the former Walmart building on the Bomgaars Site and undertake extensive reconfiguration of the Phase I Project Sites to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Phase I Project Sites without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Phase I Projects:

Bomgaars Project

a.	Anticipated Project Site Base Valuation (2018):	\$600,000.00
b.	Projected Completed Project Assessed Valuation:	\$2,250,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$1,650,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$31,149.96

Hotel Project

a.	Anticipated Project Site Base Valuation (2018):	\$150,000.00
b.	Projected Completed Project Assessed Valuation:	\$4,000,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$3,850,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$72,620.24

Apartment Project

a.	Anticipated Project Site Base Valuation (2018):	\$250,000.00
b.	Projected Completed Project Assessed Valuation:	\$6,675,000.00
c.	Projected Tax Increment Base (b. minus a.):	\$6,425,000.00
d.	Estimated Tax Levy: 1.905293	
e.	Annual Projected Tax Shift:	\$121,190.93

Notes:

- 1. The assessed value of the entire 12 acre vacant Walmart site for January 1, 2018 was \$1,525,275. Of this amount, approximately \$1,000,000 is being attributed to the portion making up the Phase I Project Sites.*
- 2. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

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

- a. Public infrastructure improvements and impacts:

Bomgaars Project

There are no anticipated negative public infrastructure impacts from the Bomgaars Project. The Bomgaars Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Bomgaars Project should not create a burden on public resources. Retail LLC will construct internal private roadways or implement access easements within the Redevelopment Area between Bomgaars, the hotel, the apartments, and developments in future phases to provide the necessary ingress and egress for the Bomgaars Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Bomgaars Project. Drainage and detention improvements required for the Bomgaars Project will benefit the public and surrounding property.

Hotel Project

There are no anticipated negative public infrastructure impacts from the Hotel Project. The Hotel Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Hotel Project should not create a burden on public resources. Lodging LLC will construct internal private roadways or implement access easements within the Redevelopment Area between the hotel, the Bomgaars store,

the apartments, and developments in future phases to provide the necessary ingress and egress for the Hotel Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Hotel Project. Drainage and detention improvements required for the Hotel Project will benefit the public and surrounding property.

Apartment Project

There are no anticipated negative public infrastructure impacts from the Apartment Project. The Apartment Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Apartment Project should not create a burden on public resources. Quantum will construct internal private roadways or implement access easements within the Redevelopment Area between the apartments, the hotel, the Bomgaars store, and developments in future phases to provide the necessary ingress and egress for the Apartment Project, but no additional public roads or work in the public right-of-way will be required for this project. Public storm sewer improvements will be constructed as part of the Apartment Project. Drainage and detention improvements required for the Apartment Project will benefit the public and surrounding property.

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

Bomgaars Project

Retail LLC and the CDA anticipate that the Bomgaars Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Bomgaars project should be approximately \$30,000 per year. Additionally, the Bomgaars Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Bomgaars Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Bomgaars Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

Hotel Project

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5%, sales taxes generated by the hotel should be approximately \$25,000 per year. Additionally, the Hotel Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

Lodging LLC and the CDA anticipate that the Hotel Project will provide significant lodging tax revenue to Platte County and the City. Based on preliminary projections and at a combined lodging tax rate of 4%, lodging tax revenue generated by the hotel should be approximately \$60,000-\$70,000 per year.

Apartment Project

The City should realize revenue from sales tax paid by new residents of the apartments constructed as part of the Apartment Project. Additionally, the Apartment Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

Bomgaars Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Bomgaars Project. As such, the CDA expects that the public and private improvements associated with the Bomgaars Project will attract businesses, employees and residents to the area. The Bomgaars Project will provide retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Bomgaars site will require a number of construction employees and managers. Retail LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame.

Retail LLC anticipates the creation of a number of new jobs. The Bomgaars store will be approximately 200% larger than the current Bomgaars store in the City, resulting in more jobs. Bearing the above in mind, Retail LLC and the CDA anticipate that the Bomgaars Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Bomgaars Site.

Hotel Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Hotel Project. As such, As such, the CDA expects that the public and private improvements associated with the Hotel Project will attract businesses, employees and residents to the area. The influx of visitors to the area created by the Hotel Project should create a boost to the surrounding businesses.

Construction of the hotel will require between 100-125 construction employees and managers. Lodging LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to construction workers will be in excess of \$3 million.

Lodging LLC anticipates that the Hotel Project will result in the creation of 6-8 full-time jobs and 8-12 part-time jobs. Bearing the above in mind, Lodging LLC and the CDA anticipate that the Hotel Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

Apartment Project

Currently, there are no employers or employees within the larger Redevelopment Area encompassing the Apartment Project. As such, As such, the CDA expects that the public and private improvements associated with the Apartment Project will attract businesses, employees and residents to the area. The influx of residents within the area created by the Apartment Project should create a boost to the surrounding businesses.

Additionally, there is a need for housing in the City. As such, the Apartment Project will provide needed additional housing for employees of firms both within and outside of the Redevelopment Area.

Construction of the hotel will require between 100-125 construction employees and managers. Quantum intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations and other services and facilities in the City during the approximately eleven-month construction time frame. Total payroll to these construction workers will be in excess of \$3 million.

Quantum anticipates that the Apartment Project will result in the creation of 1-2 full-time jobs and 2-6 part-time jobs. Bearing the above in mind, Quantum and the CDA anticipate that the Apartment Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Hotel Site.

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

Bomgaars Project

The CDA does not anticipate that the Bomgaars Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Bomgaars Project. The Bomgaars Site was previously occupied

by Walmart, so Bomgaar's occupancy (i.e., a smaller retailer) should not have a material effect on retailers and other employers located outside the area.

Hotel Project

The proposed hotel is an upper midscale hotel, which would complement the existing hotel options in the City. Lodging LLC engaged Core Distinction Group to prepare a feasibility study with respect to the hotel.

Core Distinction performed multiple community interviews to help determine the need for a new hotel:

- When Core Distinction Group asked individual businesses in the area if they had need for new, quality accommodations in the community, 84% identified specific a need.
- When Core Distinction Group asked individuals and businesses in the area if they there was a need in the City for a new hotel, 100% stated they did.

Core Distinction surveyed representatives from the Columbus Area Chamber of Commerce, the Columbus/Platte County Convention and Visitors Bureau, and numerous businesses in the community. Multiple interviewees noted that they see a great need for additional lodging generally, and a great need for a new hotel with additional amenities. There was substantial support for a new hotel and a consensus that additional hotel rooms were needed in the community. In addition to these interviews, Core Distinction performed independent research and determined there is additional need in the market from the large companies in the City and the surrounding area.

Based upon this information, Lodging LLC determined that the City could support a new hotel. Furthermore, based upon the stated need for a new hotel in the community, Lodging LLC does not anticipate a negative impact on surrounding businesses in the hospitality industry beyond healthy business competition.

Apartment Project

The CDA does not anticipate that the Apartment Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Apartment Project. The City is in need of additional housing. Accordingly, the Apartment Project will benefit employees and employers outside of the area by providing needed housing options.

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

Redeveloper and the CDA anticipate the following relevant impacts on the City:

Bomgaars Project

- The Bomgaars Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Bomgaars Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Retail LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Bomgaars Project.

Hotel Project

- The Hotel Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Hotel Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Lodging LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Hotel Project.
- The Hotel Project should bring significant consumer spending to other area businesses from hotel guests currently staying in other markets. Most notably, restaurants and gas stations will receive an immediate and direct benefit from the Hotel Project.

Apartment Project

- The Apartment Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Apartment Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Apartment Project.
- The Apartment Project should bring significant consumer spending to other area businesses from apartment residents currently living in other markets. The residential density will expand the need for existing services resulting in more employment by existing businesses within the area due to the increased demand for goods and services.

6. Cost Benefit Analysis Conclusion:

Based upon the findings presented in this supplemental cost-benefit analysis, the benefits outweigh the costs of the proposed Phase I Projects.

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, September 16, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the final plat and development agreement of Energy Triangle Second Addition, Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less (south and east of the intersection of Old Monastery Road and Lost Creek Parkway) and at said time and place you may appear and be heard.

In addition, you are hereby notified that at the same time and place, the City of Columbus, Nebraska, will hold a separate public hearing as to whether the portions of said Addition as above described not previously included within the corporate limits of the City of Columbus, should be included within the corporate limits of the City of Columbus and become a part of said municipality for all purposes whatsoever, and at said time and place you may appear and be heard.

Dated this 5 day of September, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 09:05:19
Two Affidavits of Publication

The City of **Columbus**

MEMORANDUM

DATE: September 4, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Energy Triangle Second Addition – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat and annexation of Energy Triangle Second Addition or portions not previously included within the corporate limits as it is amenable with the existing property, adjacent land use, and the future land use and is in accordance with the Land Development Ordinance 96-08 as amended.

DISCUSSION:

The addition consists of 6 developable lots and includes a tract for 10th Avenue roadway dedication from the property owner to the east. Lot 1 is the existing Loup Power Service Center complex. Water main will be looped to the City system. Sanitary sewer service will be from the intersection of Lost Creek Parkway and 10th Avenue connecting to a separate City project. Streets will be connected Lost Creek Parkway which will have a right hand turn lane and reconstruction of the left hand turn lane.

FISCAL IMPACT:

Minor costs for utility extensions and streets.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By:  _____

SIGNATURE:

By:  _____

Approved By:  _____

MAJOR SUBDIVISION/ADDITION APPLICATION

PRELIMINARY / FINAL (Circle One)

DATE: April 22, 2019

NAME OF SUBDIVISION: Energy Triangle Second Addition

NAME OF APPLICANT: Loup Power District

ADDRESS OF APPLICANT: 2404 15th St

Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 6

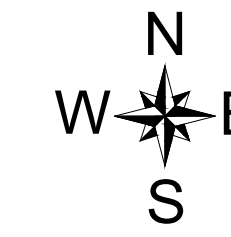
ADDRESS OF SUBDIVISION: Energy Triangle Second Addition

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.

John A. Zwingman, Project Engineer
Owner or Owner's Representative

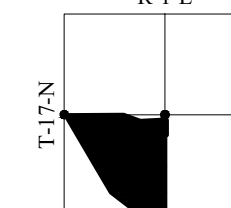
ENERGY TRIANGLE SECOND ADDITION

Of Lot 1, Energy Triangle Addition and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska.

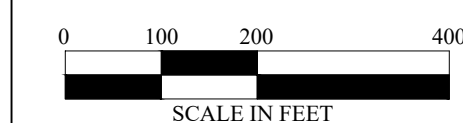


Drawn By: LRR
Date: July 15, 2019
Project Number: S-071-090
Scale: 1" = 200'

Situation Sketch
R-1-E



SECTION 8
Platte County, Nebraska



- Drainage & Utility Easements (As Shown)
- 10' Front and Street Side Setbacks
- 0' Interior Side Setbacks
- 20' Rear Setbacks

- LEGEND**
- Section Corner Found
 - Property Corner Found
 - Property Corner Set (5/8" x 24" LB. w/ Cap)
 - M Measured Distance
 - R Recorded Distance

ZONING
Existing Zone: AG & B-2

Curve A
88.32' M (Arc)
Radius= 1070.00'
88.30' M (Chord)
N 87°54'26" W

Curve B
89.38' M (Arc)
Radius= 1070.00'
89.35' M (Chord)
N 83°08'58" W

Curve C
164.42' M (Arc)
Radius= 990.00'
164.23' M (Chord)
N 85°30'52" W

DEVELOPER/OWNER:
Loup River Public Power District
2404 15th Street
Columbus, NE 68602
Phone: 402-564-3171

ENGINEER:
John A. Zwingman
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

This survey was prepared at the request of Loup Power District, Columbus, Nebraska.

FIELD NOTES

A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E: Found Railroad Spike 0.1' deep as recorded by Thomas A. Tremel, LS#455 on September 16, 2010.
35.62' East to "X" Nails in Power Pole.
35.64' West to "X" Nails in Power Pole.
31.10' SSE to Nail in Disk in Gate Post.
On Range of Power Poles East.
On Centerline of Old Monastery Drive North.

B) Center of Section 8, T17N, R1E: Found Survey Marker as recorded by Thomas A. Tremel, LS#455 on April 13, 2018.
45.75' NE to "X" Nails in Power Pole.
63.09' SW to Survey Marker in Concrete Joint.
78.60' SE to Survey Marker in Top of Curb Joint.
19.0' South to Centerline Joint of West Bound Lane of Lost Creek Parkway.
8' East to Range of Power Poles North.
On Range of Fence North.

C) Southeast Corner, Southwest 1/4, Section 8, T17N, R1E: Found 3/4" Iron Pipe in the Base of a Corner Fence as Recorded by Terry L. Schulz, LS#550 on July 10, 2015.
9.08' North to Nail in Brace Post.
10.53' South to Nail in Brace Post.
0.40' SW to Face of Corner Fence Post.
On Range of Fence North, South and West.

LEGAL DESCRIPTION

Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on July 15, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550 _____ Date _____

DEDICATION

We, Loup River Public Power District, Lois L. Rodehorst Etal, owners of the described property, ENERGY TRIANGLE SECOND ADDITION, hereby dedicate for the use and benefit of the public, the streets and easements as designated and shown on this plat on this ____ day of _____, 2019.

Neal Suess, President _____ Lois L. Rodehorst Etal _____
Loup River Public Power District

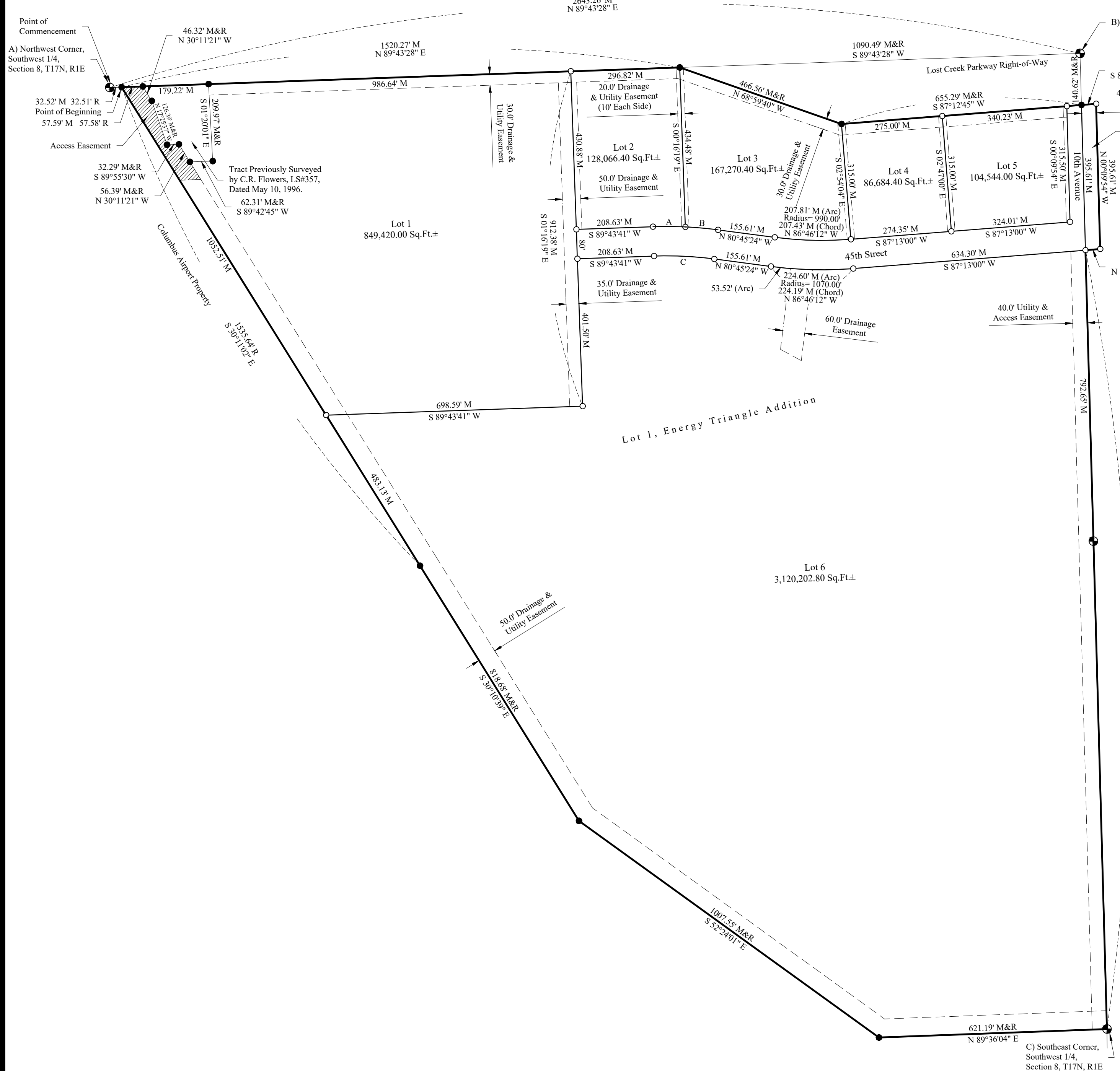
COLUMBUS NEBRASKA PLANNING COMMISSION
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the Planning Commission
this ____ day of _____, 2019.

Chairman _____
COLUMBUS NEBRASKA CITY COUNCIL
This Final Plat of ENERGY TRIANGLE SECOND ADDITION, Columbus, Platte County, Nebraska approved by the City Council this
____ day of _____, 2019 by Resolution No. _____.

Mayor _____ City Clerk _____

COLUMBUS, NEBRASKA SCHOOL BOARD
This Final Plat of ENERGY TRIANGLE SECOND ADDITION to the City of Columbus, Nebraska is approved by the Columbus Public Schools on this
____ day of _____, 2019.

School Superintendent _____



Point of Commencement
A) Northwest Corner, Southwest 1/4, Section 8, T17N, R1E

32.52' M 32.51' R
Point of Beginning
57.59' M 57.58' R

32.29' M&R
S 89°55'30" W
56.39' M&R
N 30°11'21" W

Tract Previously Surveyed
by C.R. Flowers, LS#357,
Dated May 10, 1996.

Lot 1
849,420.00 Sq.Ft.±

Lot 2
128,066.40 Sq.Ft.±

Lot 3
167,270.40 Sq.Ft.±

Lot 4
86,684.40 Sq.Ft.±

Lot 5
104,544.00 Sq.Ft.±

Lot 7
15,824.31 Sq.Ft.±

Lot 6
3,120,202.80 Sq.Ft.±

Lot 1, Energy Triangle Addition



**ADVANCED CONSULTING
ENGINEERING SERVICES**
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

Once Recorded Return Document To: Clark J. Grant, 1464 27th Ave., Columbus, NE68601
ENERGY TRIANGLE SECOND ADDITION
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between **Loup River Public Power District**, a public corporation and political subdivision of the State of Nebraska, (hereinafter referred to as “Subdivider”) and the **CITY OF COLUMBUS**, a Municipal Corporation in the State of Nebraska, hereinafter referred to as “City.”

WITNESSETH:

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit “A”, commonly known as Energy Triangle Second Addition to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the “Area to be Developed”) within the City’s zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The “cost” or “entire cost” of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys’ fees, testing expenses, publication costs; financing costs and miscellaneous costs.
- B. “Property benefitted” shall mean property within the Area to be Developed (Exhibit “A”), which will comprise 105.77 acres of property.

- C. “Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, a copy of which is attached hereto and made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

- A. The subdivider will install water, sanitary and storm sewer systems and street improvements, in accordance with city standards. The subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.
- B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty-three (33) feet in width and six (6) inches thick, and shall constructed according to city standards. The entire cost of paving and storm sewer improvements except for intersections shall be paid by the Subdivider with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness, the oversized cost shall be paid for by the City of Columbus.
- C. The sanitary sewer system, including but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit “A”), the same to be located on sanitary sewer plan prepared by Advanced Consulting Engineering Services. The entire cost of sanitary sewer improvements shall be paid by the Subdivider, with exception of sanitary sewer mains that are greater than eight (8) inches, the oversized cost shall be paid for by the City of Columbus.
- D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances constructed according to city standards in street rights-of-way, rear lot lines, and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the design, financing and construction of said storm sewer improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains that are greater than 12-inches, the oversized cost shall be paid for by the city of Columbus.
- E. The water distribution system, including but not limited to: mains hydrants and valves shall be constructed according to city standards within street rights-of-way and easement per plat (Exhibit “A”) on water plan prepared by Advanced Consulting Engineering Services. The Subdivider will be responsible for the

design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider, with exception of water mains that are greater than six (6) inches, the oversized cost shall be paid for by the City of Columbus.

- F. Natural gas distribution mains located within dedicated street rights-of-way or easement area dedicated per plat (Exhibit "A"), which subdivider will arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.
- G. Subdivider will arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup River Public Power District at no cost to the Subdivider or the City.
- H. Subdivider will arrange for street Lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup River Public Power District at subdivider's cost and at no cost to the City.
- I. Lot owner shall be responsible for installing the sidewalk. If any lot remains a common area lot, subdivider shall install the sidewalk for said lot.
- J. Grading for the Area to be Developed shall be completed by the Subdivider pursuant to the drainage plan elevations shown on the Final Grading Plan (Exhibit "B") submitted with the final plat and the Nebraska Department of Environmental Quality National Pollutant Discharge Elimination System Stormwater Runoff permit. Permanent drainage structures and features not in public right-of-way shall be maintained and fully functional in accordance with Columbus City Code, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City's Municipal Storm Sewer Separation System requirements.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefore, except as otherwise provided in the agreement.

SECTION III

- A. Subject to the conditions and provisions hereinafter specified, the City hereby

grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

- B. Without prior written approval by the City, the subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside of the boundaries of the Area to be Developed.
- C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
- E. Notwithstanding any other provision of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Code Requirements at the time of application for the building permit, to the extent possible.

SECTION V

- A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.
- B. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

On this _____ day of _____, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Neal Suess, President of Loup River Public Power District, who is personally known by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

RESOLUTION NO. R 19- 144

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE FINAL PLAT AND ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 1, ENERGY TRIANGLE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; AND TRACTS OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, T17N, R1E OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, T17N, R1E OF THE 6th P.M., PLATTE COUNTY, NEBRASKA; THENCE N 89°43'28" E, 32.51 FEET ON THE NORTH LINE OF SAID SOUTHWEST 1/4 TO THE POINT OF BEGINNING; THENCE S 30°11'02" E, 1535.64 FEET; THENCE S 30°10'39" E, 818.68 FEET; THENCE 52°24'01" E, 1007.55 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE N 89°36'04" E, 621.19 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE N 00°09'54" E ON THE EAST LINE OF SAID SOUTHWEST 1/4, 2121.92 FEET; THENCE N 87°13'00" E, 40.05 FEET; THENCE N 00°09'54" W, 395.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LOST CREEK PARKWAY; THENCE S 87°12'45" W, 40.05 TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S 87°12'45" W ON SAID SOUTH RIGHT-OF-WAY LINE, 655.29 FEET; THENCE N 68°59'40" W ON SAID SOUTH RIGHT-OF-WAY LINE, 466.56 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE S 89°43'28" W ON SAID NORTH LINE, 1520.26 FEET TO THE POINT OF BEGINNING, CONTAINING 106.13 ACRES MORE OR LESS., HEREINAFTER TO BE KNOWN AS ENERGY TRIANGLE SECOND ADDITION OF LOT 1, ENERGY TRIANGLE ADDITION AND TRACTS OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 8, T17N, R1E OF THE 6TH P.M. PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF, APPROVING THE DEVELOPMENT AGREEMENT BETWEEN LOUP RIVER PUBLIC POWER DISTRICT AND THE CITY OF COLUMBUS, SETTING FORTH THE DUTIES AND RESPONSIBILITIES OF OWNER/SUBDIVIDER CONCERNING SAID ADDITION, INCLUDING PROVIDING FOR THE PUBLIC IMPROVEMENTS NECESSARY TO SERVE THE PROPERTY; AND APPROVING INCLUSION OF SAID PLAT INTO THE CORPORATE LIMITS OF COLUMBUS, PLATTE COUNTY, NEBRASKA,

WHEREAS, Loup River Public Power District is the owner of real estate described as follows:

Lot 1, Energy Triangle Addition to the City of Columbus, Platte County, Nebraska; and tracts of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 89°43'28" E, 32.51 feet on the North line of said Southwest 1/4 to the Point of Beginning; thence S 30°11'02" E, 1535.64 feet; thence S 30°10'39" E, 818.68 feet; thence S 52°24'01" E, 1007.55 feet to the South line of said Southwest 1/4; thence N 89°36'04" E, 621.19 feet to the Southeast Corner of said Southwest 1/4; thence N 00°09'54" E on the East line of said Southwest 1/4, 2121.92 feet; thence N 87°13'00" E, 40.05 feet; thence N 00°09'54" W, 395.61 feet to a point on the South Right-of-Way line of Lost Creek Parkway; thence S 87°12'45" W, 40.05 to the intersection of said South Right-of-Way line and the East line of said Southwest 1/4; thence S 87°12'45" W on said South Right-of-Way line, 655.29 feet; thence N 68°59'40" W on said South Right-of-Way line, 466.56 feet to a point on the North line of said Southwest 1/4; thence S 89°43'28" W on said North line, 1520.26 feet to the Point of Beginning, containing 106.13 acres more or less.

A portion of which is presently an unplatted tract of land which is contiguous to the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots, streets, avenues and roadways, with appropriate utility easement areas under the name of Energy Triangle Second Addition of Lot 1, Energy Triangle Addition and tract of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska, and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, streets, avenues and easement areas belonging to such addition, all as provided by law, a copy of which plat is attached hereto, and

WHEREAS, said owner has executed an instrument of dedication of the streets, public ways and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat, and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein, and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Terry L. Schulz, Registered Land Surveyor, under the date of April 17, 2019, which plat has been heretofore approved by the Columbus Planning Commission, and

WHEREAS, said owners have agreed to pay all costs necessary to extend water and sewer mains to serve Energy Triangle Second Addition and to pay all costs for laying such water and sewer mains with the addition itself, to pave the streets, avenues and ways according to the regulations of the City of Columbus and the requirements of the City Engineer.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat and determining whether the same should be included within the corporate limits; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Energy Triangle Second Addition to the City of Columbus, Nebraska, and after conducting a separate public hearing on the inclusion of said addition within the Columbus, Nebraska, corporate limits by separate vote recommended approval thereof; and

WHEREAS, a Development Agreement has been prepared for said addition setting forth in the agreement between the City of Columbus and the subdivider, including duties and responsibilities of the subdivider and lot owners, said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Mayor and City Council have held separate public hearings on the approval of the Final Plat of said addition and on the inclusion of a portion of said addition within the City of Columbus corporate limits and following each such public hearing, and having heard all persons appearing at such hearings, by separate votes, approved said Final Plat and approved the inclusion thereof within the corporate boundary.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Energy Triangle Second Addition of Lot 1, Energy Triangle Addition and tract of land located in the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 8, T17N, R1E of the 6th P.M., Platte County, Nebraska,

be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and the said area as so platted a portion of which was heretofore outside but contiguous to the City corporate limits shall become a part of the City of Columbus, Nebraska, for all purposes whatsoever and the inhabitants of such addition shall be entitled to all rights and privileges, and subject to all the laws, rules and regulations of the City of Columbus, Nebraska, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Energy Triangle Second Addition Development Agreement attached hereto as

Exhibit "A" is hereby approved and accepted and the Mayor and City Clerk are hereby authorized to sign the same.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Please return to:
Clark J. Grant
1464 27th Avenue
Columbus, NE 68601

ENERGY TRIANGLE SECOND ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between LOUP RIVER PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, (hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Energy Triangle Second Addition, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within the Area to be Developed, to the sanitary sewer, water, and storm sewer systems of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 105.77 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider will install water, sanitary and storm sewer systems and street improvements, with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be thirty-three (33) feet in width and six (6) inches thick, and shall be constructed according to city standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of thirty-three (33) feet in width and six (6) inches in thickness. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”), same to be located on sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer, Advanced Consulting Engineering Services. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than eight (8) inches. In such case, the cost over 8-inches shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards within dedicated right-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer, Advanced Consulting Engineering Services. The Subdivider will be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider, with exception of storm sewer mains located in a dedicated right-of-way or easement area that are greater than 12-inches. In such case, the cost over 12-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to city standards within dedicated right-of-way and easements per plat (Exhibit “A”) on water plan prepared by a Nebraska Licensed Civil Engineer, Advanced Consulting Engineering Services. The Subdivider will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water

distribution improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than six (6) inches. In such case, the cost over 6-inches shall be paid for by the City subject to the final approval of plans and specifications by the City.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement. An extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR

Date

APPROVED AS TO FORM

CITY ATTORNEY

LOUP RIVER PUBLIC POWER DISTRICT, a
public corporation and political subdivision of
the State of Nebraska, SUBDIVIDER

By _____
Neal Suess, its President

Dated this ____ day of _____, 2019.

STATE OF NEBRASKA)
) ss:
COUNTY OF PLATTE)

On this ____ day of _____, 2019, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Neal Suess, President of Loup River Public Power District, a public corporation and political subdivision of the State of Nebraska, Subdivider, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public

(My commission expires: _____)

**NOTICE OF HEARING
TO ALL PARTIES IN INTEREST AND CITIZENS OF
COLUMBUS, NEBRASKA**

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, September 16, 2019, at 7 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska, on the application to rezone property located on the north half (N1/2) of Lot 1 and the east nineteen feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska (1770 25 Avenue) from "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) and at said time and place you may appear and be heard.

Dated this 5 day of September, 2019.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 09:05:19
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: September 4, 2019
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: Rezoning 1770 25th Ave

RECOMMENDATION:

I recommend approval of this rezoning from R-1 to R-3 with the condition that the only uses permitted are those listed under R-2 of Table 4-2 of the Land Development Ordinance. The Future Land Use map lists this area as mixed density and I believe this is a good use of the property.

DISCUSSION:

We have received an application to rezone the property located at 1770 25th Ave from R-1 to R-3, the applicant plans on constructing a duplex and if approved the R-3 zoning will allow 50% building coverage, the R-1 district limits building coverage to 35%. If approved the only use types permitted would be the same as R-2.

FISCAL IMPACT:

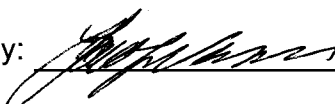
None

ALTERNATIVE:

Deny the Rezoning

SIGNATURE:

By: 

Approved By: 

RE-ZONING APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

1. Applicant's Name: JARA PROPERTIES, LLC
Applicant's Address: 4525 28th Street
Columbus, NE 68601
2. Property Owner: JARA PROPERTIES, LLC
Address of Property: 1770 25th Avenue
Columbus, NE 68601

The North Half (N1/2) of Lot 1 and the East Nineteen Feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska

Present Zoning Classification: R-1 (Single-Family Residential District)
Requested Zoning Classification: R-3 (Multiple-Family Residential District)

3. Set forth a description of the nature and operating characteristics of the proposed use:
Duplex (R-3 Zoning may be limited to Duplex use)
4. Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.
See attached site plan

I, the undersigned, am the owner of the property described in this Application or the property owner's authorized agent.

Dated this 6th day of August, 2019.


Property Owner/Authorized Agent

ORDINANCE NO. 19-33

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: THE NORTH HALF (N1/2) OF LOT 1 AND THE EAST NINETEEN FEET (19') OF LOT 2, BLOCK 5, BECHER PLACE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); WITH THE CONDITION THAT THE ONLY USES PERMITTED IN SAID ZONING DISTRICT ARE THOSE PERMITTED UNDER "R-2" OF TABLE 4-2 OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996; TO AMEND THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM, AND TO PROVIDE FOR THE EFFECTIVE DATE.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of rezoning and reclassifying the following described real estate, to-wit:

The North Half (N1/2) of Lot 1 and the East Nineteen Feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska

from the present zoning classification of "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and to amend the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said rezoning, reclassification and condition as provided by law, and

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the rezoning application be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said rezoning request should be granted and that the issuance of a change in zoning will be for the public good

and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show the following-described real estate, to-wit:

The North Half (N1/2) of Lot 1 and the East Nineteen Feet (19') of Lot 2, Block 5, Becher Place Addition to the City of Columbus, Platte County, Nebraska

has been rezoned and reclassified from the present zoning classification of "R-1" (Single-Family Residential District) to "R-3" (Multiple-Family Residential District) with the condition that the only uses permitted in said zoning district are those permitted under "R-2" of Table 4-2 of the City of Columbus Land Development Ordinance of 1996, and that the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same are hereby amended to show such rezoning, reclassification, and condition. The foregoing condition is found to be a condition reasonably related to the interest of public health, safety, morals, and the general welfare.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That this ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City offices.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE
September 9, 2019

A meeting of the Public Property, Safety, and Works Committee of the City of Columbus, Nebraska, was convened in open and public session on September 9, 2019, at 4:05 p.m. in the Council Chambers, 1369 25 Avenue, Columbus, Nebraska.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, with a copy of the proof of publication being on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and members of the City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of Compliance with Open Meetings Act and Roll Call:** Vice Chair Roth announced that a copy of the Open Meetings Act is posted in the meeting room. Present were the following Public Property, Safety, and Works Committee Members: Council Members Charlie Bahr, Dennis Kresha, and Prent Roth. Member Ron Schilling was absent and excused. City staff members present included City Engineer Rick Bogus and City Clerk Janelle Kline.
2. **Request from Gehring Construction & Ready Mix Co., Inc. to create a Street Improvement District in the 23 Street and 48 Avenue area.** Bogus described the area to be included in the street improvement district and said the current asphalt is in poor condition. A recommendation was made to the mayor and council to proceed with a postcard survey for a potential street improvement district on 23 Street/Shady Lake Road from west of 48 Avenue to the west corporate limits and on 48 Avenue from north of 23 Street to south of Bradshaw Park with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
3. **Request from Granville Custom Homes, Inc. to vacate the 5-foot side yard utility easements on Lots 3,4, and 5, Block B, and Lots 4,5,6,7,8 and 9, Block D, all in Farm View Addition.** Bogus explained that the applicant would like to combine lots in this addition in order to construct duplexes. A recommendation was made to the mayor and council to approve the utility easement vacation request of the five foot side-yard easements on Lots 3, 4, & 5, Block B and Lots 4, 5, 6, 7, 8, & 9, Block D all in Farm View Addition with a motion by Bahr and a second by Kresha. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
4. **Adjourn:** The meeting adjourned at 4:13 p.m. with a motion by Kresha and a second by Bahr. Bahr, Kresha, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

OFFICE OF THE CITY CLERK
: Janelle Kline

The City of **Columbus**

MEMORANDUM

DATE: September 5, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Farm View Addition Utility Easement Vacation Request

RECOMMENDATION:

I would recommend the approval of the utility easement vacation request of the 5-foot side-yard easements on Lots 3, 4, & 5, Block B and Lots 4, 5, 6, 7, 8 & 9, Block D all in Farm View Addition

DISCUSSION:

A petition was received from the developer/property requesting the above noted easement vacations. The request was made to allow the property owner to replat a portion of Farm View Addition which has been approved and is called Farm View Subdivision. A copy of this plat with the easement vacations shown is attached.

The applicant will be responsible for all publications expenses, preparing of the vacating ordinance, recording, and any other costs associated with the transaction.

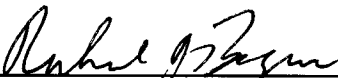
FISCAL IMPACT:

None

ALTERNATIVE:

Do not approve.

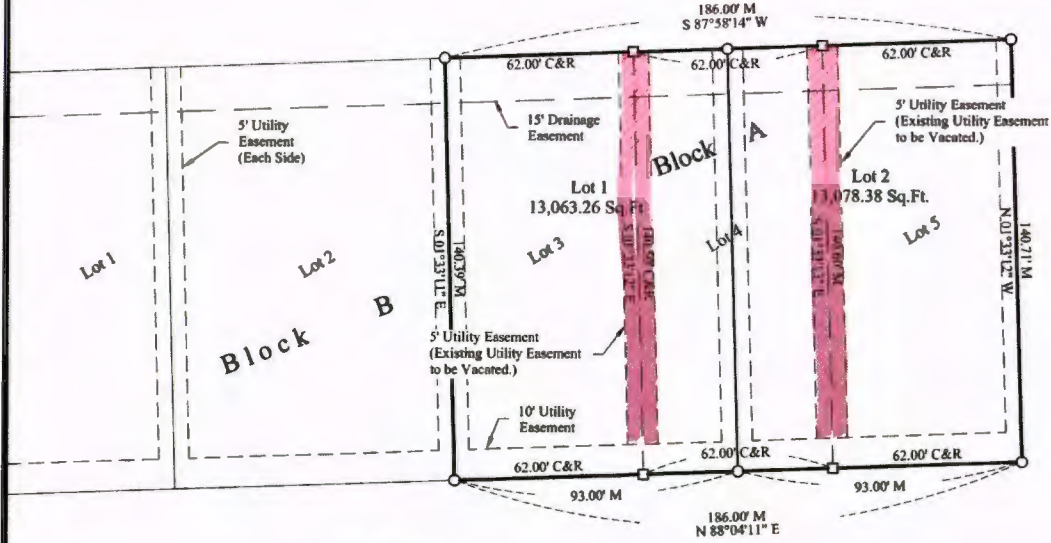
SIGNATURE:

By: 

Approved By: 

FARM VIEW SUBDIVISION

A Minor Subdivision of Lots 3, 4 and 5, Block B and Lots 4, 5, 6, 7, 8 and 9, Block D of Farm View Addition to the City of Columbus, Platte County, Nebraska



LEGEND

- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance Terry L. Schulz, LS#550 Dated August 15, 2018.
- C Calculated Distance

Situation Sketch
R-1-E



Platte County, Nebraska

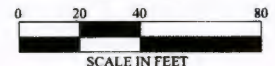
OWNER/DEVELOPER:
Granville Custom Homes, Inc.
2654 33rd Avenue
Columbus, NE 68601

ENGINEER:
John A. Zwingman
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

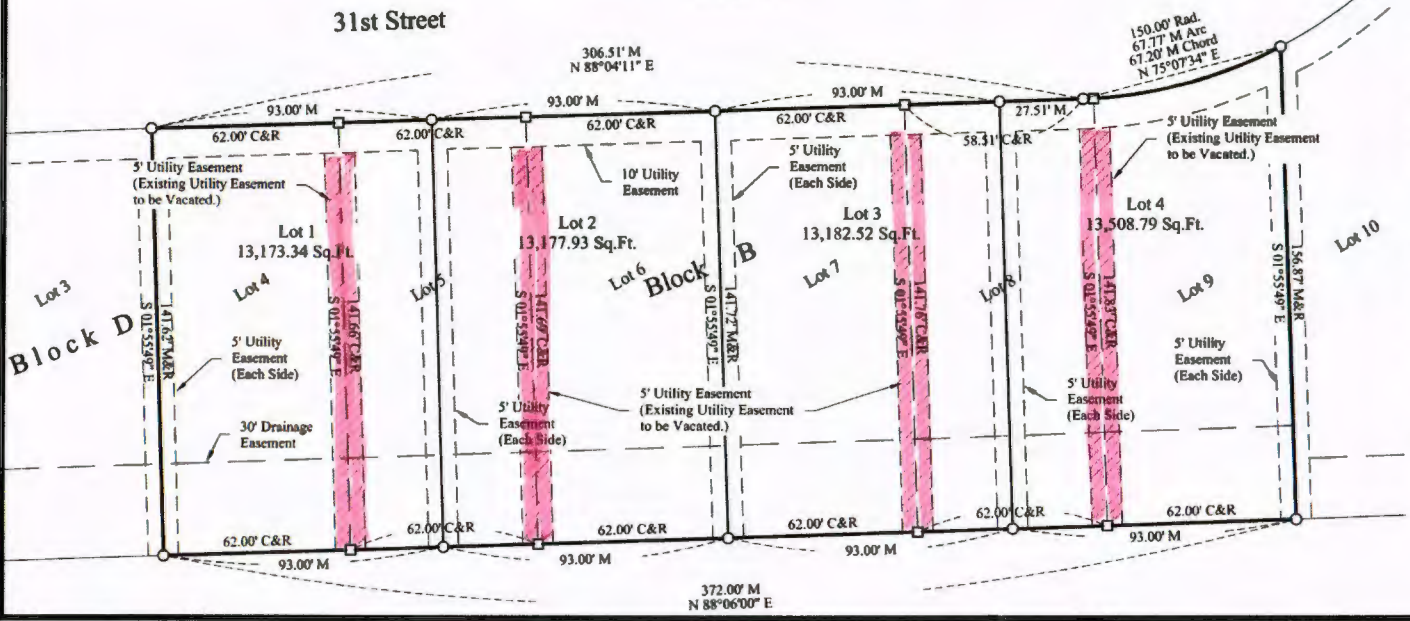
SURVEYOR:
Terry L. Schulz
Advanced Consulting
Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923



Drawn By: LRR
Date: April 30, 2019
Project Number: S-071-093
Scale: 1" = 40'



NOTE: Due to construction, property corners from Farm View Addition had not been set at the time of this survey; therefore, the calculated corners on this plat will not be set as referenced on the Final Plat of Farm View Addition.



This survey was prepared at the request of Granville Custom Homes, Inc., Columbus, Nebraska.

LEGAL DESCRIPTION
Lots 3, 4, and 5, Block B and Lots 4, 5, 6, 7, 8, and 9, Block D of Farm View Addition to the City of Columbus, Platte County, Nebraska.

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on May 1, 2019; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz
Terry L. Schulz,
State of Nebraska, R.L.S. #550
Date: 5-8-2019

CITY OF COLUMBUS APPROVAL
This plat of FARM VIEW REPLAT, a Minor Subdivision of Lots 3, 4, and 5, Block B and Lots 4, 5, 6, 7, 8, and 9, Block D of Farm View Addition to the City of Columbus, Platte County, Nebraska, approved by the City of Columbus

this _____ day of _____, 2019.

City Administrator _____

City Clerk _____



FILED

AUG 16 2019

CITY CLERK
COLUMBUS, NEBR.

CITY OF COLUMBUS

VACATION OF EASEMENT REQUEST FORM

1. List the people principally interested in the vacation. Be sure to include:
 - a. Majority abutting land owner or a representative for the group; and
 - b. The person requesting the vacation, if not the same as the owner (i.e., renter or prospective buyer).

Steven Ramaekers, President

Name (a)

Name (b)

Granville Custom Homes, Inc.

Business (if applicable)

Business (if applicable)

2654 33rd Ave, Columbus, NE 68601

Mailing Address

Mailing Address

402-276-3476

Daytime Phone Number

Daytime Phone Number

steven@granville-homes.com

Email Address

Email Address

2. Legal address and physical property address of vacation of easement request

Lots 3,4,5 in Block B and 4,5,6,7, 8 & 9 in Block D all in Farm View Addition, Columbus, Platte County, NE

1532 31st st, 1526 31st st, 1518 31st st; 1541 31st st; 1535 31st st; 1538 31st st; 1523 31st st; 1517 31 st; 1511 31st st

3. Brief explanation of why this vacation is being requested. A separate sheet may be attached if necessary.

Sidyard easements to be vacated because lots are being replatted. There are no utilities in the easements. New easements will be established on the sideyards of the new lots when platted. See attached plat to see the lots involved and the easements to be vacated.

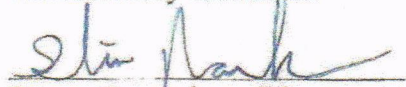
(Vacation of Easement Request Form Continued)

4. Attach written correspondence on company/department letterhead from all public (City water, sewer, and street departments) and private utility companies regardless of whether said utilities have structures in the requested easement to be vacated or narrowed. [Loup Public Power](#)
[City of Columbus \(Sewer & Water\)](#)
[Black Hills Corp](#)
5. Complete required forms: [Charter Communications](#)
[Frontier Communications](#)
 - a. Vacation of Easement Petition
 - ~~b. Vacation of Easement Individual with Notary~~
 - c. Vacation of Easement Corporation with Notary
6. **Submit all completed forms to City Clerk** for inclusion in Public Property, Safety, and Works Committee agenda. The Public Property, Safety, and Works Committee will act on the Easement Request and make a recommendation to the City Council.
7. Procure an Attorney to obtain an Ordinance. **Submit Draft Ordinance** to City Clerk for review by City Attorney.
8. Ordinance placed on City Council agenda for consideration.
9. Upon City Council approval, Owner to file with Platte County Register of Deeds.

Resolution of the Board of Directors of Granville Homes, Inc.

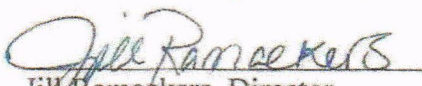
The following resolution is adopted by the Board of Directors:

Resolved: To petition the City of Columbus to abandon 5' sideyard easements on Lots 3,4,5 in Block B and 4,5,6,7,8 & 9 in Block D all in Farm View Addition, Columbus, Platte County Nebraska.



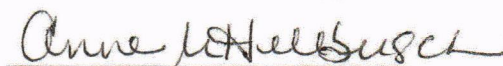
Steven Ramaekers, Director

Dated this 11 day of June, 2019.



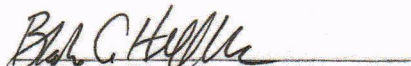
Jill Ramaekers, Director

Dated this 11 day of June, 2019.



Anne Hellbusch, Director

Dated this 11 day of June, 2019.



Blake Hellbusch, Director

Dated this 11 day of June, 2019.

PETITION

Honorable Mayor and Members of the City Council
City of Columbus

We, the undersigned, owners of property representing more than 75 percent of the easement property, hereby ask and petition that the necessary action be taken to vacate the following easement:

5' sideyard easements on Lots 3,4,5 in Block B and 4,5,6,7, 8 & 9 in Block D all in Farm View Addition, Columbus, Platte County, NE

and we hereby respectively waive any and all damages or claims for damages by reason of said vacating.

Property Owner(s)	Date	Mailing Address	Abutting No. of Feet
Print: Steven Ramaekers, President Granville Custom Homes, Inc. Sign: <i>Steven Ramaekers</i>	June 11, 2019	2654 33rd Ave, Columbus, NE 68601	Granville owns all abutting property
Print: Sign:			
Print: Sign:			
Print: Sign:			
Print: Sign:			
Print: Sign:			
Print: Sign:			
Print: Sign:			

CORPORATION

The acknowledgement of the signature of a corporation must have attached a copy of the By-Law or Resolution, duly certified by corporation officers, under and by virtue of which such signature was affixed to said petition.

Acknowledgement of signature to petition for vacating and narrowing of the following easement – to wit: _____

vacation of 5' sideyard easements on Lots 3,4,5 in Block B and 4,5,6,7, 8 & 9 in Block D
all in Farm View Addition, Columbus, Platte County, NE

within Columbus, Nebraska.

Corporation: Granville Custom Homes, Inc.
A Nebraska Corporation

x _____ September 16, 2019
Signature/Title Steven Ramaekers, President Date

Signature/Title Date

State of Nebraska

Platte County

On this _____ day of _____, 2019, before me, a Notary Public in and for said County, personally appeared Steven Ramaekers

who is/are personally known to me to be the identical person(s) whose name(s) is/are affixed to the annexed petition of owners of lots and lands abutting upon said part of easement in the city of Columbus, Nebraska, for vacation or narrowing of said part of said easement and who is/are personally known to me to be the president of said Corporation and has/have acknowledged the signing of said petition to be a voluntary act and deed, and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal on the day and date above written.

(SEAL)

Steven Ramaekers
Notary Public

My Notarial Commission expires the 16th day of August, 2019.



LOUP POWER DISTRICT

"SERVING YOU ELECTRICALLY"

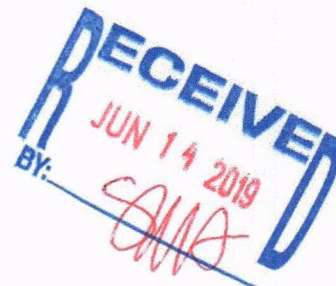
GENERAL OFFICE

2404 15th Street
P.O. Box 988
Columbus, NE 68602-0988

Phone:
402/564-3171
Fax:
402/564-0970

June 12, 2019

Steven Ramaekers
Granville Custom Homes Inc.
2654 33rd Ave.
Columbus, NE 68601-2314



Re: Farm View Addition Vacated Easements

Dear Steven:

The Loup Power District has no objection to your request to the City of Columbus to vacate the five-foot easements as shown and recorded on lots 3, 4, 5, Block B, and lots 4, 5, 6, 7, 8, 9, Block D, Farm View Addition Final Plat.

This action will not affect any other easements of record.

Please call if you have any questions.

Sincerely,

Wayne Morris
Engineering Technician

WM:mz

C: R. Ziola
D. Hellbusch
N. Suess
Rick Bogus, City Engineer
Dennis Clapper, Frontier Communications
David Mason, Spectrum
Black Hills Energy

Frontier Communications
Dennis Clapper
2302 1st Avenue
Kearney, NE 68847
308-236-6458
Dennis.Clapper@ftr.com

August 13, 2019

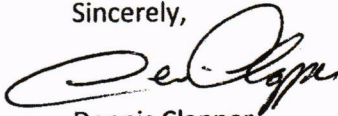
City of Columbus, NE
Engineering Department
2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677

Re: Easement Vacation at Farm View Addition, Columbus, NE

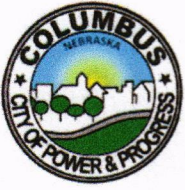
To Whom it May Concern:

Frontier Communications has no objection to the request to vacate the 5' side-yard easements as shown and recorded on lots 3, 4, 5 in Block B, and lots 4,5,6,7,8,9 in Block D, all in Farm View Addition, Columbus, Platte County, NE.

Sincerely,



Dennis Clapper
Senior OSP Network Engineer



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

July 3, 2019

City of Columbus
2424 14 Street
P.O. Box 1677
Columbus, NE 68602-1677

RE: Farm View Addition

I have reviewed the Farm View Easement Vacate Map and your request. The City sees no conflicts; therefore, there is no reason for objection to vacate the previously platted existing and approve the proposed easements within Farm View Addition.

[City of Columbus has no objection to vacate the five feet side-yard easements as shown and recorded on Lots 3, 4, 5, Block B, and Lots 4, 5, 6, 7, 8, 9, Block D, Farm View Addition.]

If you have any questions, please call me at 402-562-4286.

Sincerely,

Chuck Sliva
Public Works Director
City of Columbus, NE



Charter Communications
Todd Strain
5400 S 16th St
Lincoln, NE 68512
402-479-6749
todd.strain1@charter.com

August 14, 2019

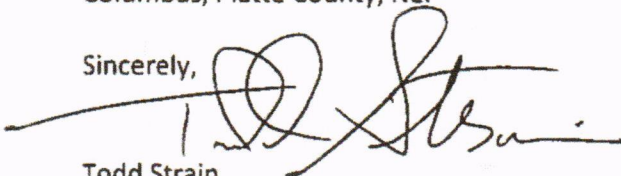
City of Columbus, NE
Engineering Department
2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677

Re: Easement Vacation at Farm View Addition, Columbus, NE

To Whom it May Concern:

Charter Communications has no objection to the request to vacate the 5' side-yard easements as shown and recorded on lots 3, 4, 5 in Block B, and lots 4,5,6,7,8,9 in Block D, all in Farm View Addition, Columbus, Platte County, NE.

Sincerely,



Todd Strain
Sr. Construction Tech

402-421-0316



929 E 23rd Street • Po Box 1356
Columbus, NE 68602-1356

Black Hills Corporation
Dan Willets
3132 E 18th Street
Columbus, NE 68601
402-563-3100 ex 202
Danny.willets@blackhillscorp.com

August 13, 2019

City of Columbus, NE
Engineering Department
2424 14th Street
P.O. Box 1677
Columbus, NE 68602-1677

Re: Easement Vacation at Farm View Addition, Columbus, NE

To Whom it May Concern:

Black Hills Corporation has no objection to the request to vacate the 5' side-yard easements as shown and recorded on lots 3, 4, 5 in Block B, and lots 4,5,6,7,8,9 in Block D, all in Farm View Addition, Columbus, Platte County, NE.

Sincerely,

A handwritten signature in blue ink that reads "Danny Willets".

Danny Willets
Supervisor, Natural Gas Ops, Columbus, Nebraska



The City of **Columbus**

MEMORANDUM

DATE: September 4, 2019
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Property Owner Request for SID – 23rd Street and 48th Avenue Area

RECOMMENDATION:

Proceed on a post-card survey for a potential Street Improvement District on 23rd Street/Shady Lake Road from west of 48th Avenue (near the RR tracks) to the west corporate limits and on 48th Avenue from north of 23rd Street to south of the Bradshaw Park entrance in accordance with the City's Assessment Policy.

DISCUSSION:

We have received a written request from a large abutting property owner to form a Street Improvement District (SID) on 23rd Street and 48th Avenue and the area. In accordance with the City's Assessment Policy, a non-binding post card survey would be sent to all properties being assessed. The SID is part of the 2019-2020 budget for City participation and use of the Federal Funds Purchase Program.

FISCAL IMPACT:


None

ALTERNATIVE:

None

SIGNATURE:

By: 

Approved By: 



**Gehring Construction & Ready
Mix Co., Inc.**

Mailing address: 5424 West Meadow Dr.
Columbus, NE. 68601
Toll Free 1-800-658-4056 Fax 402-564-4478
www.gehringconcrete.com

Columbus Plant: 4979 Howard Blvd, 402-564-2841
Humphrey Plant: 400-5th Ave, 402-923-1080



Date: September 3, 2019

To: Richard J. Bogus, P.E.
City of Columbus Engineer
2424-14th Street, PO Box 1677
Columbus, NE 68602-1677

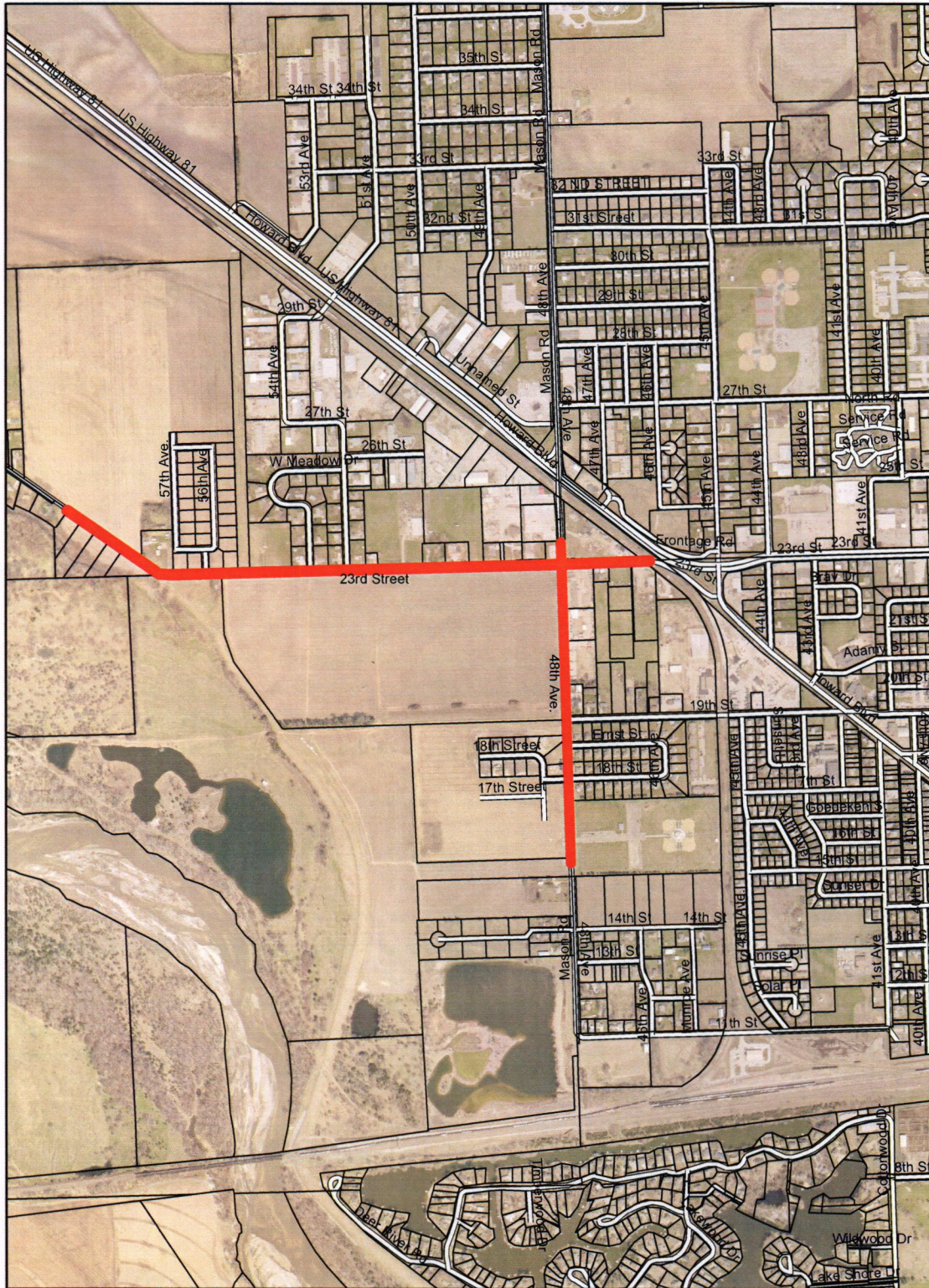
Subject: Creation of SID

As owners and/or developers of several parcels of property along 23rd Street from 48th Avenue to west of 54th Avenue, and on 48th Avenue from 23rd Street to 19th Street, we are requesting the City look into the creation of a Street Improvement District. The City may be able to go beyond the limits noted above. We have talked to some of the adjacent property owners in the area who have indicated they would be in favor of a Street Improvement District.

Thank you for your consideration.

Sincerely,
Merlin Gehring
President
Gehring Construction & Ready Mix Co., Inc.
5424 West Meadow Drive.
Columbus, NE 68601

CITY OF COLUMBUS PROPOSED SID



The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

MEMORANDUM

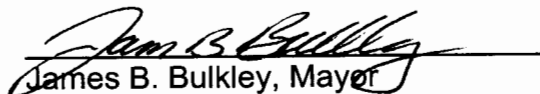
DATE: August 29, 2019
TO: Columbus City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the following name to you for consideration and appointment at the September 16, 2019 Columbus City Council meeting, per City Council rules. This nomination is recommended by the City Library Director and Library Board. The nominee resides within the Columbus city limits.

LIBRARY BOARD: Katherine Lopez (Four-Year Term)
131 E. Parkway, Columbus, NE

Katherine Lopez is a resident of Columbus and uses library services regularly. She recently graduated from Creighton University with a Bachelor of Science degree in Computer Science & Informatics. She majored in Digital Development and minored in Spanish and Hispanic Studies.

Currently, Katherine is the Communications and Events Coordinator for Centro Hispano. Her experience working in the Hispanic community through her work at Centro Hispano and volunteering with Get Out to Vote, her fluency in verbal and written Spanish and English, and her desire to advocate for the library make her an excellent candidate for the Library Board.


James B. Bulkley, Mayor

CommitteeMtgs/AppointReappoint/Library Board

MAJOR SUBDIVISION / ADDITION APPLICATION

FILED

PRELIMINARY FINAL (Circle One)

AUG 19 2019

CITY CLERK
COLUMBUS, NEBR.

DATE: August 19, 2019

NAME OF SUBDIVISION: Harry Potter Subdivision

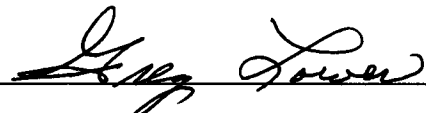
NAME OF APPLICANT: Gary Potter

ADDRESS OF APPLICANT: 2816 Husker Lane, Columbus, NE 68601

NUMBER OF LOTS IN SUBDIVISION: 2

ADDRESS OF SUBDIVISION: 4180 48th Avenue

I hereby apply for a major subdivision and have paid the \$125.00 application fee, and \$100.00 review fee plus \$10.00 per lot review fee.



Owner or Owner's Representative

PRELIMINARY PLAT
Harry Potter Subdivision

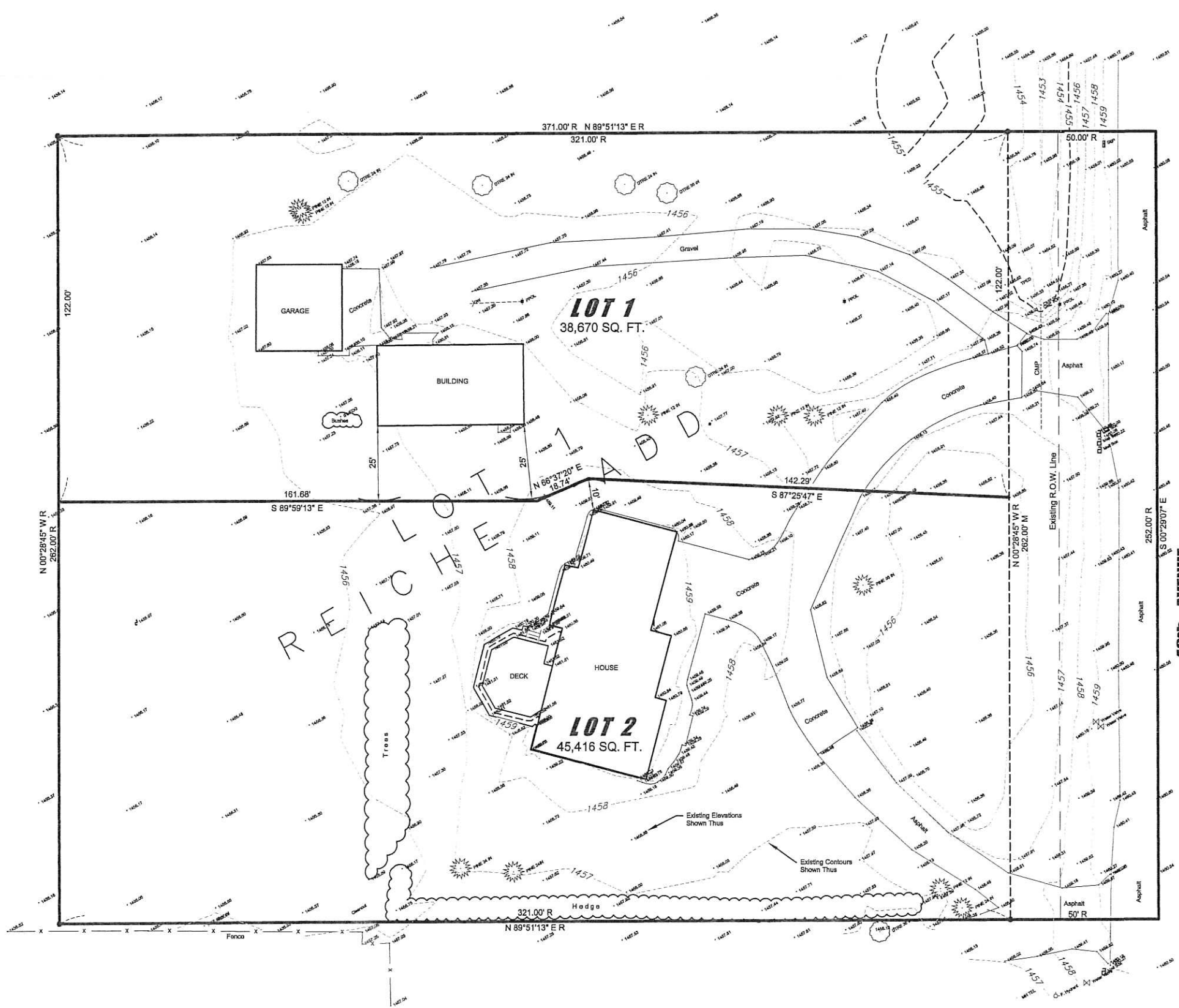
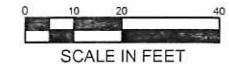
A Replat of Lot 1, Reiche Addition a minor subdivision to the City of Columbus, located in a portion of the SE 1/4, Section 11, T17N, R1W of the 6th P.M., Platte County, Nebraska.

OWNER:
 GARY POTTER
 2816 HUSKER LANE
 COLUMBUS, NE 68601

SURVEYOR/ENGINEER:
 GILMORE & ASSOCIATES, INC.
 2670 33RD AVENUE
 COLUMBUS, NE 68601



LEGEND
 ● - Found 5/8" Rebar
 R - Recorded Distance
 M - Measured Distance



LEGAL DESCRIPTION
 Lot 1, Reiche Addition, City of Columbus, Nebraska.

PLANNING COMMISSION
 This preliminary plat of HARRY POTTER SUBDIVISION to the City of Columbus, Nebraska, approved by the Planning Commission this ____ day of _____, 2019.

Chairman _____

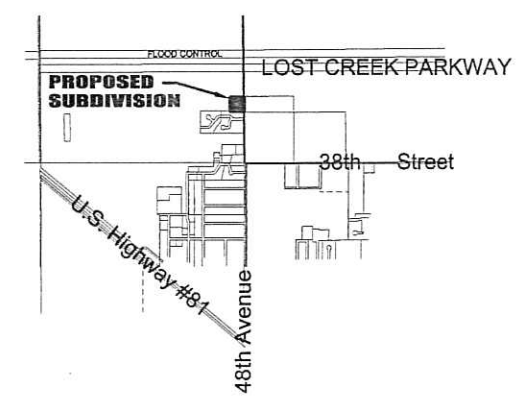
CITY COUNCIL APPROVAL
 This preliminary plat of HARRY POTTER SUBDIVISION to the City of Columbus, Nebraska, approved by the City Council this ____ day of _____, 2019.

City Clerk _____ Mayor _____

SURVEYOR'S CERTIFICATE
 I, Clyde R. Flowers, Jr., a registered surveyor of the State of Nebraska, hereby certify that this Preliminary Plat of HARRY POTTER SUBDIVISION, was made under my direction.



Clyde R. Flowers, Jr.
 Clyde R. Flowers, Jr., Nebraska L.S. #357
 GILMORE & ASSOCIATES, INC.



SITUATION SKETCH

Diggers Hotline of Nebraska 1-800-331-5666

Phone (402) 944-2607
 Fax (402) 944-2600
 Box 335, 2670 33rd Ave.
 Columbus, Nebraska 68602-0335

GILMORE & ASSOCIATES INC.
 Engineers, Surveyors

HARRY POTTER SUBDIVISION
 COLUMBUS, NEBRASKA
 PRELIMINARY PLAT

DRN BY: RTK
 DATE: 4/19/2019
 SCALE: AS SHOWN
 PROJ: 211.853
 F.B.:
 SHEET: 1 of 1

The City of **Columbus**

MEMORANDUM

DATE: September 4, 2019
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Harry Potter Subdivision - Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Harry Potter Subdivision as it is amenable with the adjacent land use consisting of residential development, future land use, and is in accordance with the Land Development Ordinance 96-08.

DISCUSSION:

The subdivision consists of splitting one lot into two lots. The subdivision is within the corporate limits. At this time no building or site additions are proposed and thus no utilities or stormwater treatment facilities are required. A pre-preliminary meeting was held on August 22nd.

FISCAL IMPACT:

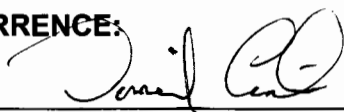
None

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____

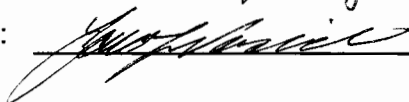


SIGNATURE:

By: _____



Approved By: _____





COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES L. SHERER, CHIEF OF POLICE

DATE: AUGUST 26, 2019

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
PIZZA HUT
2510 23RD STREET
COLUMBUS, NEBRASKA

MANAGER:
DAVID W. STAAB
DOB: 07/10/1964
3103 BRENTWOOD BOULEVARD
GRAND ISLAND, NEBRASKA 68801

It should be noted that this change of licensing is for the purpose of changing Managers at Pizza Hut of Columbus.

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

The Columbus Police Department makes no recommendations.

- L. 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:

The Columbus Police Department makes no recommendations.

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

The Columbus Police Department makes no recommendations.

- N. 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 the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- 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 show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

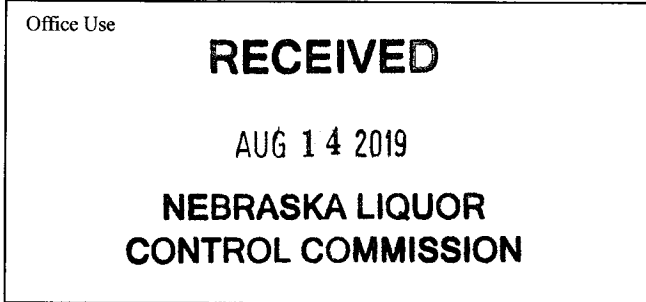
The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Platte County Pizza Hut, Inc

Premise information

Liquor License Number: 122386 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Pizza Hut

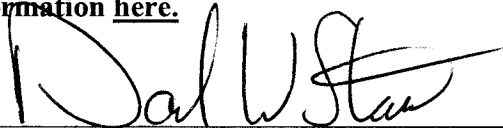
Premise Street Address: 2510 23rd St

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-3366

Premise Email address: kabraham@staabmgt.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Staab First Name: David MI: W
 Home Address: 3103 Brentwood Blvd
 City: Grand Island County: Hall Zip Code: 68801
 Home Phone Number: 308-390-3874
 Driver's License Number & State: _____
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: Hays, KS
 Email address: dstaab@staabmgt.com

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

YES NO

Spouse's information

Spouses Last Name: Staab First Name: Jill MI: K
 Social Security Number: _____
 Driver's License Number & State: NE
 Date Of Birth: _____ Place Of Birth: St Paul, NE

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Grand Island, NE	1991	Present	Grand Island, NE	1991	Present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
David Staab	1986	Aurora, NE	DUI	Guilty
David Staab	1987	Sioux Falls, SD	DUI	Guilty
David Staab	1982	Lincoln, NE	Reckless Dr 1st	Guilty
David Staab	2010	St Paul, NE	Speeding	Guilty
David Staab	2011	Valentine, NE	Speeding	Guilty

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 05/2015 Name on Certificate: David Staab

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
David Staab	05/2015	ServSafe Alcohol

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

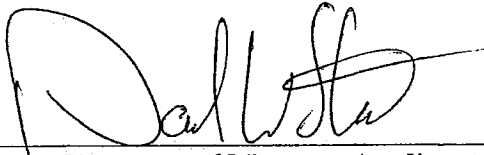
On file w/ state of NJ

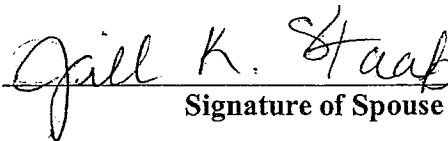
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

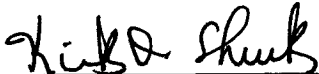
The foregoing instrument was acknowledged before me this

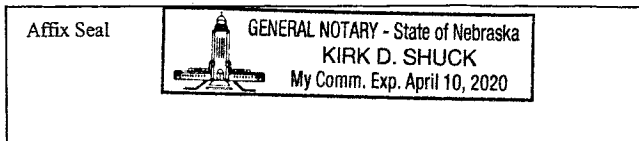
8-7-19

date

by David W Staab Jill K Staab

NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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.ne.gov

Office Use

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation or profit 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 or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Jill K. Staab

Signature of spouse asking for waiver
(Spouse of individual listed below)

Jill K Staab

Printed name of spouse asking for waiver

State of Nebraska

County of Hall

8-7-19

date

The foregoing instrument was acknowledged before me this

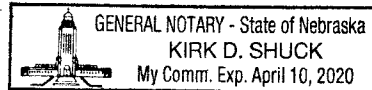
by Jill K Staab

name of person acknowledged

Kirk D. Shuck

Notary Public signature

Affix Seal



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

David W. Staab

Signature of individual involved with application
(Spouse of individual listed above)

David W Staab

Printed name of applying individual

State of Nebraska

County of Hall

8-7-19

date

The foregoing instrument was acknowledged before me this

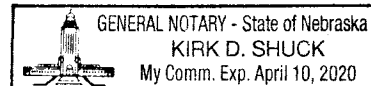
by David W. Staab

name of person acknowledged

Kirk D. Shuck

Notary Public signature

Affix Seal




In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



COLUMBUS POLICE DEPARTMENT

2419 14th Street • Columbus, Nebraska 68601 • Phone (402) 564-3201 • Fax (402) 562-7325

TO: HONORABLE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, NEBRASKA

FROM: CHARLES S. SHERER CHIEF OF POLICE 

DATE: AUGUST 26, 2019

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
CORK AND BARREL LLC
1358 27THE AVENUE SUITE 50
COLUMBUS, NEBRASKA
NICOLE SAALFELD, SUPERVISOR

This application for special designated license is for the purpose of serving beer, wine, and distilled spirits to attendees of a Girls Night Out event on October 29, 2019 from 5:00 P.M until 8:00 P.M. This will be located at the McChristy Jewelers at 2455 East 1st Avenue Suite 103. This event will be supervised by Nicole Saalfeld. It will be in a room that is 60 foot by 60 foot. I spoke to Ms. Saalfeld about this. No minors are expected to attend the event, and they will be checking identification for anyone that might be of question. Ms. Saalfeld indicated that they rarely have minors at these events, and they only inviting certain individuals to this, and she did not think that any minors are on the guest list. It is not open to the general public. She stated that only she or her employees will be serving alcohol, and so no one under 19 will be doing so.

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Cork & Barrel, LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1358 27th Ave Suite 50 Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

122449

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): OCT. 29 _____

2019

Event Start Time(s): 5 pm _____

Event End Time(s): 8 pm _____

Alternate Date: N/A

Alternate Location Building & Address: _____

Event Building Name: The Village Centre / mcchristy Jewelers

Event Street Address/City: 2455 E 18th Ave Suite 103 Columbus, NE 68601

Indoor area to be licensed in length & width: 60 X 60

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Girls night out Estimate # of attendees: 50-100

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Nicole Saalfeld Event Contact Phone Number: 402-910-3580

Event Contact Email: frauendorfer.nicole@gmail.com

*Signature Authorized Representative: Nicole Saalfeld Printed Name Nicole Saalfeld

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

The City of **Columbus**

MEMORANDUM

DATE: September 6, 2019
TO: Mayor and City Council
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Pawnee Plunge Heat Pump replacement

RECOMMENDATION: Staff recommends that the sole provider quote of \$24,946.00 from Beard Warren Heating and Air Conditioning Inc. for replacement of two heat pumps at Pawnee Plunge Water Park be approved by the City Council.

DISCUSSION: This is Phase II in the replacement of the heat pump units at the Pawnee Plunge. There were originally four heat pumps at the Plunge. Two of the pumps stopped working two years ago and were replaced by one larger more economical unit. The other two units are now failing and need to be replaced. They will be replaced by the same larger unit like we did before and thus the units will be compatible and will be able to work together more efficiently.


FISCAL IMPACT: We have \$25,000.00 in the budget for this project. There is a long lead time when ordering this unit and we are hoping Beard-Warren can complete the work before cold weather arrives.

ALTERNATIVE: None

Concurrence: Brook Tomka, Aquatics Manager

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

Approved By: 
Tara Vasicek, City Administrator

CITY OF COLUMBUS

QUOTE SHEET FOR PURCHASES

DEPARTMENT: Aquatics

CHARGE TO ACCOUNT NUMBER: 100-151-57200

DEPARTMENT HEAD APPROVAL: _____

FINANCE DIRECTOR REVIEW: _____

[Signature]

[Signature]

 (For purchases over \$5,000 to \$20,000)

CITY ADMINISTRATION APPROVAL: _____

[Signature]

 (For purchases \$5,000 to \$20,000)

..... Purchases between \$10,000 and \$20,000 need Council Approval, also.

Date: 6/3/19 Time: _____

Vendor Name: Beard-Warren and B&C Electric

Vendor Employee Name: Tim Warren and Chuck Gee (B&C)

Telephone: (402) 564-0595

QUOTE FOR: Heat Pump

Quote Includes:

Item Totals

<u>Heat Pump</u>	\$	<u>20,346.00</u>
<u>Electric/Wiring to heat pump</u>	\$	<u>4,200.00</u>
<u>Additional wiring for flowmeters</u>	\$	<u>400.00</u>
_____	\$	_____
_____	\$	_____
Grand Total	\$	24,946.00

Quote Excludes: _____

Delivery Date: _____ Shipped By: _____

Shipped F.O.B. (Freight Paid) YES _____ NO _____

Tax Excluded

City Employee Obtaining Quote: Greg Mundil

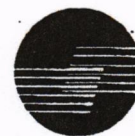
Proposal

BEARD-WARREN

HEATING & AIR CONDITIONING, INC.

1978 3rd Avenue
Columbus, NE 68601-2754

402-564-0595
FAX 402-564-8968



TRANE™

It's Hard To Stop A Trane.™

PROPOSAL

SUBMITTED TO City of Columbus Attn: Greg
 STREET P.O. Box #1677
 CITY STATE ZIP Columbus, NE 68601
 PHONE 402-563-1380#fax

DATE August 28th, 2019
 JOB NUMBER OR NAME Pawnee Plunge
 JOB LOCATION Water Park Great Big Bopper
 MAIN CONTACT

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

The installation of the 2nd Aquacal 500 heat pump and connection to the existing 4" water piping. Includes crane rental, freight, piping to re-connect and labor. *Excludes: Sales tax and Electrical.

****Installed: \$20,346.00**

****Adequate water flow is a concern.**

WE OFFER TO FURNISH MATERIAL AND LABOR AND COMPLETE THE ABOVE IN ACCORDANCE WITH ABOVE SPECIFICATIONS FOR THE SUM OF:

_____ DOLLARS (\$_____)

PAYMENT TO BE MADE AS FOLLOWS: To be billed upon completion of work.

Payment due in 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are fully covered by Workmen's Compensation and Public Liability Insurance.

AUTHORIZED SIGNATURE

OFFER MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

AUTHORIZED SIGNATURE

Subject:

FW: bid for heat pump

From: Chuck Gee <chuck@bandces.com>

Sent: Tuesday, September 10, 2019 3:01 PM

To: Tomka, Brook <aquatic@columbusne.us>

Subject: bid for heat pump

this bid is for wiring of a heat pump
the 150 amp 240 volt three phase breaker
the 200 amp non fusible nema 3r disconnect
2/0 copper wire
power wiring for two flowmeters

\$4600.00

Chuck Gee B and C Electrical
4022763605

The City of **Columbus**

MEMORANDUM

DATE: September 6, 2019
TO: Mayor and City Council
FROM: Douglas A. Moore, Public Property Director
SUBJECT: Pawnee Plunge slide repair and refurbishing

RECOMMENDATION: Staff recommends that the sole provider quote of \$29,750.00 from Waterpark Specialties, Inc. (Boys Town, NE) to refurbish the slides at the Pawnee Plunge Water Park be approved by the City Council.


DISCUSSION: We have the slides buffed and waxed before each season. Every four to five years we need to do a complete refurbishing of the slides. This includes sanding all the wax off the slides, repairing any chips or cracks, removing all the caulk and replacing with new, check all hardware and replace or tighten if needed, check all piping connections and repair or replace if needed, and finally waxing and buffing the slides to prepare for the upcoming season.


FISCAL IMPACT: We take this expense out of the building maintenance line of the budget and we have \$38,000 in that line item this year.

ALTERNATIVE: None

Concurrence: Brook Tomka, Aquatics Manager

SIGNATURE:

Approved By: 
Douglas Moore, Public Property Director

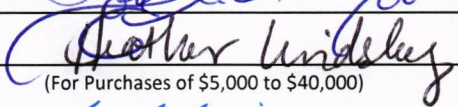
Approved By: 
Tara Vasicek, City Administrator

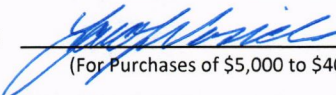
City of Columbus Quote Sheet for Purchases

Department: Aquatics

Charge to Account Number: 100-151-54310

Department Head Approval: 

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

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

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

Date: 9/5/2019 Time: _____

Vendor Name: Waterpark Specialties, Inc.

Vendor Employee Name: Dan Gernstein

Telephone: 402-681-3535

Quote For: Refurbishing slides at Pawnee Plunge

Quote Includes:	Item Totals:
Resurface interior - clean, sand, wax, buff; Seams - remove all caulk from complete slide and install new caulk with Siraflex 291 white; Repair chips and cracks.	\$29,750.00
Total:	\$29,750.00

Quote Excludes:

Delivery Date: _____ Shipped By: _____

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

Tax Excluded

City Employee Obtained Quote: Greg Mundil

WATERPARK SPECIALTIES, INC.

PO Box 146
Boys Town, NE 68010
Bill Hoffman (678) 358-4022

QUOTE: 9/4/2019

Job Location: Pawnee Plunge Water Park
560 33rd Ave.
Columbus, NE 68602
(402) 562-4269

Contact: Brook aquatic@columbusne.us

Job Description:	Item	# of ft.	Work Description	Price
	42 Open Flume Water Slide	234	Resurface Interior - clean, sand, buff, wax Seams - remove all caulk from complete slide and install new caulk with Sikaflex 291 white Repair chips & cracks	\$3,272.50
	32 Speed Slide Runout	80	Resurface Interior - clean, sand, buff, wax Seams - remove all caulk from riding surface only and install new caulk with Sikaflex 291 white Resurface Interior - clean, sand, buff, wax Seams - remove all caulk from complete slide and install new caulk with Sikaflex 291 white Repair chips & cracks	\$5,355.00
	32 Bowl Entry Slide	71	Resurface Interior - clean, sand, buff, wax Seams - remove all caulk from riding surface only and install new caulk with Sikaflex 290 white Repair chips & cracks	\$5,652.50

Bowl		Resurface Interior - clean, sand, buff, wax	\$3,867.50
		Seams - remove all caulk from complete bowl and install new caulk with Sikaflex 291 white	
		Repair chips & cracks	
54 Enclosed Water Slide	177	Resurface Interior - clean, sand, buff, wax	\$11,007.50
		Seams - remove all caulk from riding surface only and install new caulk with Sikaflex 291 white	
		Repair chips & cracks	
Kids Drop Slide	15	Resurface Interior - clean, sand, buff, wax	\$595.00
		Seams - remove all caulk from complete slide and install new caulk with Sikaflex 291 white	
		Repair chips & cracks	

Total:

\$29,750.00

Comments:

Payment Terms:

When half of the job is complete, 50% of the balance is due.

When the job is completed, inspected, and signed off, the remaining balance is due immediately.

Agreed To:

Signature

RESOLUTION NO. R19- 145

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A COMMERCIAL OPERATOR AGREEMENT WITH MIDWEST MEDICAL TRANSPORT, LLC TO LEASE HANGAR NO. 1328 AT COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH 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 PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Commercial Operator Agreement with Midwest Medical Transport, LLC to lease Hangar No. 1328 at Columbus Municipal Airport; a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COMMERCIAL OPERATOR AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, _____, by and between Columbus Municipal Airport through the City of Columbus, Nebraska, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City", and Midwest Medical Transport, LLC, hereinafter referred to as "Lessee".

IT IS MUTUALLY AGREED that Lessee shall have the nonexclusive rights as an Aircraft Maintenance Operator at the Columbus Municipal Airport for a period of three years commencing September 1, 2019 plus the City's option to offer to extend this agreement for three additional years under the following terms and conditions:

1. Leased Premises. The City hereby grants to Lessee the exclusive use of Hangar 1328 and general use of the apron area in common with others, together with the non-exclusive right and privilege to conduct an Air Ambulance Service from the Columbus Municipal Airport in accord with the Rules and Regulations of the Columbus Municipal Airport now in force, for a period of three years beginning September 1, 2019.
2. Fee. For privileges of Lessee by this Agreement, Lessee shall pay to the City the total fee of \$36,000, payable in installments of \$1,000.00 on or by the first day of each month of the term. If the option to extend this Agreement for three additional years is exercised and mutually agreed to by City and Lessee the fee will be subject to review and modification by the City Council upon a favorable recommendation of the Columbus Board of Airport Commissioners.
3. Utilities. Lessee shall pay all utilities for the hangar described herein, including, gas, electricity, water, sewer and telephone.
4. Maintenance. The City shall provide grounds maintenance and snow removal on the ramp and taxi areas surrounding the hangar building. Lessee shall perform all routine maintenance on the hangar described herein and keep the same in good and reasonable repair. The City shall maintain the outside walls and the roof of the hangar at City's sole expense unless damaged by negligence of Lessee. The City shall further maintain the hangar doors at City's sole expense unless damaged by negligence of Lessee. The City shall make all major repairs to the utility equipment listed below which belong to the City, except that the Lessee shall pay the first \$100.00 of all major repairs. Major repairs are defined as those costing over \$100.00. The utility equipment owned by the City are the following:

- heating and air conditioning system
- hot water heater
- plumbing system, including toilets and lavatories
- office and hangar lighting systems
- hangar unit heaters and infrared heaters
- electrical system, including outlets
- compressed air system

5. Lessee Equipment. Any equipment installed by Lessee shall belong to Lessee, are the responsibility of Lessee and may be removed at the conclusion of this Agreement by Lessee so long as the removal does not cause damage to the building. The City agrees that prior to the commencement of the term of this Agreement all heating, plumbing and air conditioning systems shall be in good operating condition. The parties shall conduct a walk through inspection prior to commencement and note any deficiencies. Lessee(s) shall refrain from storing any items or materials on the premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above described premises, except those used in the conduct of the business authorized by this agreement. Upon notice to Lessee(s) of the violation of Section 5, Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids or hazardous materials in the above described premises. Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.

6. Indemnification/Insurance. The City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and the City shall in no way be responsible therefore. It is further agreed that in the use of the airport and hangar space and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and save harmless the City from any and all losses that may result from any negligence on the part of Lessee(s). Lessee(s) shall not be responsible to indemnify City in the following events: acts of God, riots, civil commotion, and the public enemy.

Further, Lessee(s) shall obtain an insurance policy, or bond, or irrevocable letter of credit (hereinafter "security") in, at least, the amount of \$1,000,000 to cover general liability which shall name the "City of Columbus" as additionally insured on the certificate of insurance, or as holder of the bond or letter of credit. The security shall be presented to the Airport Manager upon the execution of this lease and shall remain in full force throughout the term of this lease. Any certificate of insurance provided must cover the term of the lease and be updated before the expiration date; any bond or letter of credit must, likewise, cover the term of the lease. The certificate of insurance, bond or letter of credit must list the owners or those having a leasehold interest in the aircraft as insured, as well as any other persons (pilots) who would have access to the aircraft during the term of the lease. The certificate shall list aircraft covered by the policy.

7. Service to Public and Aviation Use Only. Lessee hereby agrees to serve the public in a polite and businesslike manner. The leased premises shall only be used in accordance with Rules and Regulations of the Columbus Municipal Airport.

Lessee(s) shall not exercise any privileges granted by this Agreement in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

8. Assignability. Neither this Agreement nor the rights granted hereunder shall be assignable without the express written permission of the City.
9. Regulations. Lessee agrees that it will not conduct any business on the leased premises except those businesses generally associated with air ambulance services. All of said operations, if conducted by Lessee, shall be conducted in compliance with the Rules and Regulations of the Columbus Municipal Airport as promulgated by the City from time to time. The Lessee, by execution of this Agreement, acknowledges receipt of a current copy of said regulations. Violation of any of said regulations shall constitute a material breach of this Agreement and cause a default hereunder as hereinafter provided.

The City reserves the right (but shall not be obligated to Lessee(s)) to maintain and keep in repair all publicly owned facilities at the Columbus Municipal Airport and, further, to develop or improve the landing areas and air navigation facilities of the Columbus Municipal Airport, at its discretion, without interference or hindrance by Lessee(s). The City's obligation for repairs or maintenance to the hangar space shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hangaring aircraft.

10. Area Surrounding Leased Premises. Lessee agrees to keep the leased premises and the area surrounding same in a neat and orderly fashion and shall not keep storage barrels or other material in public view. Lessee further agrees, with regard to the handling of any materials including oil, fuel or any chemicals, that it will abide by all federal, state and local laws and regulations. This specifically includes requirements of the Environmental Protection Agency (EPA) of both state and federal governments, and the violation of any such regulations shall constitute a material breach hereof and a default as hereinafter provided.
11. Affirmative Action. Lessee agrees that he will undertake an affirmative action program as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to insure that no person shall, on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in Title 14, Part 152, Subpart E of the Code of Federal Regulations. Lessee agrees and represents that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee agrees and represents that it will require that any covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs, as required by Title 14, Part 152, Subpart E of the Code of Federal Regulations, to the same effect.
12. Anti-Discrimination. Lessee shall not, on the grounds of race, color, disability or sexual orientation, or national origin, discriminate or permit discrimination against

any person or persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The City reserves the right to take such action as the United States Government may direct to enforce this covenant.

13. Nondiscrimination. Lessee agrees to furnish service on a fair, equal and non-discriminatory basis to all users thereof and to charge fair, reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
14. Landing Area. The City reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned air navigation facilities of the airport, as it sees fit, together with the right to direct and control all activities of Lessee in this regard, regardless of the desires or views of the Lessee, without interference or hindrance.
15. Aerial Approach. The City reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against obstruction. Lessee shall not erect, or permit to be erected, any building or other structure on the airport or in any zone by the City which, in the opinion of the City, be impermissible under any regulation, would limit the usefulness of the airport, or would constitute a hazard to aircraft.
16. War. During time of war or national or state emergency the City shall have the right to enter into an agreement with the State of Nebraska and the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
17. Subordination. This Agreement shall be subordinate to the provisions of any outstanding agreement between the City and the United States, relative to the maintenance, operation or development of the airport.
18. Interference of Development. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
19. Airspace. There is hereby reserved to the City, its successors and assigns, for the use and benefit of the public, a free and unrestricted right-of-flight for the passage of aircraft in the airspace above the surface of the Columbus Municipal Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

20. Non-Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
21. Modification. No oral modifications of this Agreement shall be binding on either party. All modifications shall be in writing executed by authorized parties of both the City and Lessee.
22. Default and Right to Cure. In the event the Lessee(s) is in material default of any term of this lease and such default is not cured within fifteen (15) days, excluding paragraph 5, after the date or receipt of written notice of default from the City, then in any set of events, City, at City's sole option may terminate this lease by written notice to Lessee(s). If Lessee(s) violates paragraph 5 above and Lessee(s) does not immediately remove or cure such violations listed in paragraph 5 above, Lessee(s) is immediately in default of the Lease. If this condition is not cured within the allotted time, this lease shall end and the remainder of all rental payments due under the terms of this lease shall accelerate and become immediately due and payable to the City. Upon such termination of this lease by the City, Lessee(s) will surrender possession of the premises to the City and the City shall have all remedies of a secured party according to the laws of the State of Nebraska. The City may then re-enter the premises and repossess the same and remove all personal effects from the premises. Lessee(s) shall not have the right to sub-let, assign or in any manner re-lease any part of the described premises.
23. Mere Lease. The parties agree that this Agreement is a mere lease, that it confers upon the Lessee the privilege of conducting an air ambulance service at the Columbus Municipal Airport and necessary incidental privileges, and that it does not confer any possessory or other rights in the premises described herein except as expressly provided herein. Failure to abide by any of the provisions of this agreement will result in the default of this lease at the option of the city.
24. Taxation. In the event that the premises described herein shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee, Lessee shall pay such taxes as shall be attributable to such use before they become delinquent.
25. Benefits. This Agreement shall be binding on the successors or assigns of either party, it being recognized that Lessee may not assign this Agreement without the consent of the City except as expressly provided herein.
26. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska. By signing this lease, the City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between the City and Lessee(s).
27. If it shall be determined by a court or other governing body that any provision or wording of this lease shall be invalid or unenforceable under city, state or other

applicable law, such invalidity or unenforceability shall not invalidate the entire lease. Whenever two or more interpretations of the provisions or wording of this lease shall be possible, the interpretation or construction shall lead to the enforcement and validity of any provision of this lease shall be favored and deemed to be the intended interpretation of the parties to this lease.

28. To the full extent permissible by applicable law, City and Lessee(s) waive trial by jury in any action, proceedings or counterclaim brought by a party against any other party on any conflict arising out or in any way connected with this lease or the relationship of the parties created hereunder.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

Keith Schademann 9-10-19
AIRPORT MANAGER Date

VISE [Signature] 9-10-19
CHAIR Date

Executed by:

CITY OF COLUMBUS, NEBRASKA

ATTEST:

MAYOR Date

CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

Midwest Medical Transport, LLC
Company Name

Ch Wm 7/19/19

Lessee

Date

Tim Hoffman, CFO

Printed Name

Address

402-600-2934

Phone Number

Time mwmw.com

Email

Lessee

Date

Printed Name

Address

Phone Number

Email

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01959	ARL CREDIT SERVICES INC				
09/17/2019	INVOICE	083119RESCUE	PRE-COLLECT NOTICES	41.80	
09/17/2019	INVOICE	083119RESCUE	COLLECTIONS	686.43	
09/17/2019	INVOICE	083119COMMDEV	COLLECTIONS	81.55	
			Total:	809.78	
			Net of 3 Invoices / 0 Checks	809.78	
			1 3 invoices and 0 checks for 1 vendor:	809.78	